

**Contract with Independent Contractor with Confidentiality Agreement**

Independent Contractor agreement made on \_\_\_\_\_ (date), between **Sanders Searches, LLC** of P. O. Box 373, Newmarket, NH 03857, referred to herein as **Contractor**, and ~~Town of Seabrook~~ (**Municipality**), an incorporated city, town or unincorporated location organized and existing under the laws of the State of New Hampshire, with its principal office located at **99 Lafayette Rd., (Mail: P.O. Box 476), Seabrook, Rockingham County, NH 03874** (street address, city, county, state, zip code), referred to herein as **Municipality**.

Whereas, **Municipality** operates at the address set forth above, and **Municipality** desires to have the following services performed in order to comply with New Hampshire Chapter 80 laws relative to identifying mortgagees for the purpose of notification of liens and or impending deed to said **Municipality** and

Whereas, **Contractor** agrees to perform these services for **Municipality** under the terms and conditions set forth in this Contract.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Description of Work**

The work to be performed by **Contractor** includes all services generally performed by **Contractor** in **Contractor's** usual line of business, including, but not limited to, the following: searches, by property owner, of indices of the County Registry of Deeds. **Municipality** shall provide the list of properties to be searched **within THREE (3) days** after the execution of new liens or **ninety (90) days prior to the impending deed date** (at least 60 days prior to notice mailing date) regarding any properties eligible for tax deeding. **Contractor** shall provide a written report to **Municipality** as soon as possible so that the deadlines for notification can be met.

**2. Payment**

**Municipality** will pay **Contractor** for the work to be performed under this Contract as specified below based upon the Projected Number of Searches requested **\$1710.00**. Each Search shall be charged at the Per Parcel Search Rate listed below. The Projected Number of Searches listed below is based on the previous year's actual number of liens. It is strictly a best guesstimate number and **Contractor** and **Municipality** understand it could fluctuate unexpectedly higher or lower. 12% APR will be added to invoices over 30 days old.

Per Parcel Search Rate:	\$15.00
Projected Number of Searches:	114
Level of Service:	Searches ONLY
PROJECTED CONTRACT AMOUNT	\$1710.00 (update fee not included)
<b>25% Due Upon Contract Signing:</b>	<b>\$427.50</b>
Update Fee of searches over 30 days old	\$8.00 search only
Title work requested outside of the lien/deeding process will be billed at a minimum of \$75.00 per hour.	
<b>Balance due within 30 days of receipt of Final Invoice</b>	

**3. Relationship of Parties**

The parties intend that an independent contractor-Municipality relationship will be created by this Contract. **Municipality** is interested only in the results to be achieved, and the conduct and control of the work will lie solely with **Contractor**. **Contractor** is not to be considered an agent or employee of **Municipality** for any purpose. **Municipality** is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes **Contractor**; and the employees of **Contractor** are not entitled to any of the benefits that **Municipality** provides for **Municipality's** employees. It is understood that **Contractor** is free to contract for similar services to be performed for other Municipalities while under contract with **Municipality**.



**4. Employees of Contractor**

*Contractor* shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the *Contractor* and his employees, servants and agents, if any.

**5. Liability**

*Contractor* will carry, for the duration of this Contract, errors and omissions insurance and proof of same shall be provided to the *Municipality* upon request. *Contractor* agrees to indemnify, defend and hold harmless *Municipality* for any and all liability or loss arising in any way out of the performance of this Contract.

**6. Duration**

Either party may cancel this Contract on 14 days' written notice; otherwise, the Contract shall remain in force through December 31, 2024. Said notice shall be delivered in person or by certified, return receipt mail through the United States Postal Service. Provided, however, that if the *Municipality* has provided *Contractor* with a list of property searches to be performed in accordance with this Contract prior to the issuance of any notice of cancellation, the *Contractor* shall complete the searches and provide to the *Municipality* the report thereon and the *Municipality* shall pay *Contractor* therefore. In the event of cancellation of this Contract prior to delivery of a list of properties to be searched any prepayment made by the *Municipality* to the *Contractor* shall be refunded.

**7. Confidentiality**

*Contractor* agrees that: (a) all knowledge and information that *Contractor* may receive from *Municipality* or from its employees or other *Contractors* of *Municipality*, or by virtue of the performance of services under and pursuant to this Agreement, relating to the identification of mortgagees related to liened properties such as property owner information belong to *Municipality* or to those with whom *Municipality* has contracted regarding such information; and (b) all information provided by *Contractor* to *Municipality* in reports of work done, together with any other information acquired by or as direct result of employment as a *Contractor* by *Municipality* and during the term of such employment, shall be regarded by *Contractor* as strictly confidential and held by *Contractor* in confidence, and solely for *Municipality's* benefit and use, and shall not be used by *Contractor* or directly or indirectly disclosed by *Contractor* to any person whatsoever except to *Municipality* or with *Municipality's* prior written permission. Any information considered to be public, such as the recording of executed liens at the County Registry of Deeds, shall be exempt from this clause.

**8. No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**9. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire.

**10. Notices**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

**11. Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**12. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**13. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

**14. Assignment of Rights**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

Seabrook  
*(Name of Municipality)*

Sanders Searches, LLC

  
*Jane Sanders, Member // Manager*

\*By: \_\_\_\_\_  
*(Printed name & Office in Municipality)*

\_\_\_\_\_  
*(Signature of Officer)*

By: \_\_\_\_\_  
*(Signature of Officer & Office)*

By: \_\_\_\_\_  
*(Signature of Officer & Office)*

By: \_\_\_\_\_  
*(Signature of Officer & Office)*

By: \_\_\_\_\_  
*(Signature of Officer & Office)*

\*Town/City Manager, Chair of Select Board, or other authorized officer