



28822 Old Town Front Street Suite 204
Temecula, CA 92590
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(1-888-934-2857)
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Wehaul Independent Area Representative Agreement

This agreement is entered into between Wehaul, hereinafter called "Wehaul" and whose address is:
28822 Old Town Front Street, Suite 204, Temecula, CA 92590.

Hereinafter called "Area Representative" whose Federal Tax ID Number is _____.

WHEREAS; Wehaul is in the business of providing various property related services to Mortgage Lenders, and Area Representative is in the business of performing such services in the _____ Area, and it is the mutual desire of the parties to enter into this agreement upon the terms and conditions as follows:

1. Area Representative is an independent contractor; therefore Wehaul is not responsible for Federal Income Tax withholding nor FICA withholding for money paid to an Area Representative. Further, Area Representative has and shall exercise full control over the details and means by which said property services are performed. Neither Area Representative nor Area Representative's employees nor subcontractors shall be subject to direction or control by Wehaul except to the extent that such direction or control may be specifically required by applicable law or regulation. Area Representative shall not hold himself out to be an employee or agent of Wehaul or its clients, or use the name of Wehaul or its clients in their business in any way.
2. When Wehaul has property related services to be performed, it shall notify Area Representative who shall make arrangements to receive work orders, etc. and shall perform such services in accordance with Mortgage Servicing Regulations and/or Standards together with applicable state or federal law.
3. Area Representative shall be free to make its services available to other field service companies or hold itself out to the public as available to engage in such agreements with others.
4. Area Representative agrees, while functioning as Area Representative, shall not, directly or indirectly, solicit or divert from or attempt to convert to himself or to any other firm, person, or entity, any customer, any prospective customer, customer list, marketing aid, marketing method, investor, employee or property of Wehaul.
5. Area Representative shall at its sole expense provide all transportation, materials, supplies and equipment necessary to perform such property related services.
6. Area Representative will provide, entirely at its own expense, continuously during the course of work hereunder, appropriate Worker's Compensation coverage, and General Liability insurance with no less than \$500,000 limit to protect against liability arising from its own negligence or that of its employees or subcontractors, or by operation of law. Area Representative will provide a certificate of liability insurance from their insurance carrier.

7. Either party may terminate this agreement at any time. Such termination will not affect the obligations of the parties concerning any property related services then in progress; it is understood and agreed by the parties that all terms and conditions of this agreement will remain in full force and effect as to such work in progress.

8. Area Representative agrees to indemnify Wehaul and hold it harmless against any and all claims, actions, demands, damages, or liabilities for personal injury or death, or loss or damage to property or both, arising from Area Representative's negligence, or that of its employees, subcontractors, or by operation of law.

9. Area Representative shall at all times indemnify and save Wehaul and its Clients harmless against all liability for claims and liens of Area Representative's employees, subcontractors, laborers and material men, including any cost and expenses for attorney's fees.

10. This agreement constitutes the full understanding between Wehaul and Area Representative.

Area Representative Coordinator
Wehaul Services, Company

Date

Area Representative

Date

Insurance Information:

	Insurance Company	Policy No.	Coverage Limits
Workers comp	_____	_____	_____
[] not applicable			
General Liability	_____	_____	_____

Wehaul is unable to issue any checks for payment of service until the requested certificate of insurance for liability coverage is received.