

## **Chapter 24. Tribal Notary Public**

### **6.2401 SHORT TITLE**

This Statute shall be entitled “Waganakising Odawak Tribal Notary Public Statute” and cited as the Tribal Notary Statute. It repeals and replaces WOS 2008-005.

(Source: WOS 2023-013, October 10, 2023, Section I)

### **6.2402 PURPOSE**

This Statute shall foster ethical conduct among Notaries as Notaries Publics play a vital role in assuring the integrity of documents essential to commercial and legal transactions and serve to promote and protect the public interest from fraud.

(Source: WOS 2023-013, October 10, 2023, Section II)

### **6.2403 DEFINITIONS**

**A.** “Acknowledgment” means a notarial act in which an individual at a single time and place:

- 1.** Appears in person before the Notary and presents a document;
- 2.** Is personally known to the Notary or identified by the Notary through satisfactory evidence; and
- 3.** Indicates to the Notary that the signature on the document was voluntarily affixed by the individual for the purposes stated within the document and, if applicable, that the individual had due authority to sign in a particular representative capacity.

**B.** “Affirmation” means a notarial act, or part thereof, in which an individual at a single time and place:

- 1.** Appears in person before the Notary;

2. Is personally known to the Notary or identified by the Notary through satisfactory evidence; and
3. Makes a vow of truthfulness or fidelity on penalty of perjury, based on personal honor and using any form of the word “swear.”

**C.** “Commission” means both to empower to perform notarial acts and the written evidence of authority to perform those acts.

**D.** “Copy Certification” means a notarial act in which a Notary:

1. Is presented with a document that is neither a vital record, a public record, nor publicly recordable;
2. Copies or supervises the copying of the document using a photographic or electronic copying process;
3. Compares the document to the copy; and
4. Determines that the copy is accurate and complete.

**E.** “Credible Witness” means an honest, reliable, and impartial person who personally knows an individual appearing before a Notary and takes an affirmation from the Notary to vouch for that individual’s identity.

**F.** “Enrollment Office” means the Tribal agency makes application determinations, and issues, maintains and revokes the Notary Commissions.

**G.** “Jurat” means a notarial act in which an individual at a single time and place:

1. Appears in person before the Notary and presents a document;
2. Is personally known to the Notary or identified by the Notary through satisfactory evidence;

3. Signs the document in the presence of the Notary; and
4. Takes an affirmation from the Notary vouching for the truthfulness or accuracy of the signed document.

**H.** “Nolo contendere” means does not contest, or fight the allegation of an offense or charges.

**I.** “Notarial Act” and “Notarization” means any act that a Notary is empowered to perform under this statute.

**J.** “Notarial Certificate” and “Certificate” means the part of, or attachment to, a notarized document that is completed by the Notary, bears the Notary’s signature and seal, and states the facts attested by the Notary in a particular notarization.

**K.** “Notary Public” and “Notary” means any person commissioned to perform official acts under this statute.

**L.** “Official Misconduct” means:

1. A Notary’s performance of any act prohibited, or failure to perform any act mandated, by this statute or by any other law in connection with a notarial act by the Notary; or

2. A Notary’s performance of an official act in a manner found by the Enrollment Office and/or the Tribal Court to be negligent or against the public interest.

**M.** “Personal Appearance” or “Appears in Person before the Notary” means that the principal and the Notary are physically close enough to see, hear, communicate with, and give identification documents to each other.

**N.** “Personal Knowledge of Identity” and “Personally Knows” means familiarity with an individual resulting from interactions with that individual over a period of time sufficient to dispel any reasonable uncertainty that the individual has the identity claimed.

**O.** “Principal” means:

1. A person whose signature is notarized; or
2. A person, other than a credible witness, taking an affirmation from the Notary.

**P.** “Regular place of work or business” means a stationary office or workspace where one spends all or some of one’s working or business hours.

**Q.** “Reservation” means the areas referenced in Public Law 103-324, 25 U.S.C. Section 1300k-2(b)(2)(A) as the boundaries of the reservation for the Little Traverse Bay Bands as set out in Article I, paragraphs ‘third and fourth’ of the Treaty of 1855, 11 Stat. 621, plus any lands outside of those boundaries that are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of the Interior.

**R.** “Satisfactory evidence of identity” means identification of an individual based on:

1. At least one current document issued by a federal, state, or tribal government bearing the photographic image of the individual’s face and signature; or
2. The affirmation of one credible witness unaffected by the document or transaction who is personally known to the Notary and who personally knows the individual, or of 2 credible witnesses unaffected by the document or transaction who each personally knows the individual and shows to the notary documentary identification as described in Subparagraph (1) of this section.

**S.** “Seal” means a device for affixing on a paper document an image containing a Notary’s name, jurisdiction, commission expiration date, and other information related to the Notary’s commission.

**T.** “Signature witnessing” means a notarial act in which an individual at a single time and place:

1. Appears in person before the Notary and presents a document;

2. Is personally known to the Notary or identified by the Notary through satisfactory evidence; and
3. Signs the document in the presence of the Notary.

U. “Tribe” or “LTBB” means the Little Traverse Bay Bands of Odawa Indians.

V. “Tribal Court” means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

W. “Verification of fact” means a notarial act in which a Notary reviews public or vital records to ascertain or confirm any of the following facts regarding a person:

1. Date of birth or death;
2. Name of parent, offspring, or sibling;
3. Date of marriage or divorce;
4. Name of marital partner; or
5. Tribal citizenship

(Source: WOS 2023-013, October 10, 2023, Section III)

## **6.2404 COMMISSIONING OF NOTARY PUBLIC**

### **A. Qualifications**

The Enrollment Office shall issue a notary commission to any qualified person who submits an application in accordance with this statute. A person qualified for a notary commission shall:

1. Be at least 18 years of age;
2. Reside or have a regular place of work or business within the boundaries of the Reservation;

3. Be a citizen of the Little Traverse Bay Bands of Odawa Indians or another Federally Recognized Tribe or an employee of the Little Traverse Bay Bands of Odawa Indians;
4. Have legal residency in the United States;
5. Be able to read and write;
6. Consent to and/or submit documentation of a full criminal background check upon request of the Enrollment Office.

**B. Application Materials**

Every application for a notary commission shall be made on forms determined by the Enrollment Office that shall include:

1. The applicant's name and date of birth;
2. The applicant's residence address and telephone number;
3. The applicant's business address and telephone number, the business mailing address, if different, and the name of the applicant's employer, if any;
4. A declaration that the applicant is a citizen of the Little Traverse Bay Bands of Odawa Indians or another Federally Recognized Tribe or is an Employee of the Little Traverse Bay Bands of Odawa Indians and documentation of proof;
5. A declaration that the applicant is a citizen of the United States or proof of the applicant's legal residency in this country;
6. A declaration that the applicant can read and write;
7. All issuances, denials, revocations, suspensions, restrictions, and resignations of a notarial commission, professional license, or public office involving the applicant in this or any other tribe, state or nation;

8. All criminal convictions of the applicant, including any pleas of admission or nolo contendere, in this or any other tribe, state or nation;
9. All claims pending or disposed against a notary bond held by the applicant, and all civil findings or admissions of fault or liability regarding the applicant's activities as a Notary, in this or any other tribe, state or nation;
10. An application fee;
11. Such other information as the Enrollment Office may deem appropriate.

**C. Application Denial**

The Enrollment Office shall deny an application based on any of the following:

1. Submission of an official application containing material misstatement or omission of fact;
2. The applicant's conviction or plea of admission or nolo contendere for a felony or any crime involving dishonesty or moral turpitude, but in no case may a commission be issued to the applicant within 5 years after such conviction or plea;
3. A finding or admission of liability against the applicant in a civil lawsuit based on the applicant's deceit;
4. Revocation, suspension, restriction, or denial of a notarial commission or professional license by this or any other tribe, state or nation, but in no case may a commission be issued to the applicant within 5 years after such disciplinary action; or
5. An official finding that the applicant had engaged in official misconduct, whether or not disciplinary action resulted.

**D. Application Appeal**

Denial of an application may be appealed by filing in proper form with the Tribal Court within thirty (30) days after denial, except that an applicant may not appeal when the Enrollment Office within 5 years prior to the application has:

1. Denied or revoked for disciplinary reasons any previous application, commission, or license of the applicant; or
2. Made a finding that grounds for revocation of the applicant's commission existed.

**E. Jurisdiction and Term**

A person commissioned as a Notary may perform notarial acts within the territorial jurisdiction of the Little Traverse Bay Bands of Odawa Indians for a term of six (6) years, unless the commission is earlier revoked or the Notary resigns pursuant to this statute.

**F. Bond**

1. A notary commission shall not be issued until an oath of office and ten thousand dollars (\$10,000) bond have been filed with the Enrollment Office. The bond shall be executed by a licensed surety, for a term of six (6) years commencing on the commission's effective date and terminating on its expiration date.
2. The surety for a notary bond shall report all claims against the bond to the Enrollment Office.
3. If a notary bond has been exhausted by claims paid out by the surety, the Enrollment Office shall suspend the Notary's commission until a new bond is obtained by the Notary, and the Notary's fitness to serve the remainder of the commission term is determined by the Enrollment Office.

**G. Commissioning Documents**

Upon issuing a notary commission, the Enrollment Office shall provide to the Notary a commission document stating the commission serial number and starting and ending dates, and a Certificate of Authorization to Purchase a Notary Seal stating the commission serial number.



**H. Re-Commissioning**

A current or former Notary applying for a new notary commission shall submit a new completed application and comply anew with the requirements of this statute.

**I. Notarized Declaration**

Every applicant for a notary commission shall sign the following declaration in the presence of a Notary of the Enrollment Office or another Notary of this Tribe:

Declaration of Applicant

I, \_\_\_\_\_ (name of applicant), solemnly swear under penalty of perjury that the personal information in this application is true, complete, and correct; that I understand the official duties and responsibilities of a Notary Public of the Little Traverse Bay Bands of Odawa Indians, as explained in the course of instruction I have taken; and that I will perform, to the best of my ability, all notarial acts in accordance with the law.

\_\_\_\_\_ (signature of applicant)

(notarial certificate)

**J. Application Fee**

Every applicant for a notary commission shall pay to the Little Traverse Bay Bands of Odawa Indians a nonrefundable application fee of ten dollars (\$10.00).

**K. Confidentiality of Application**

Information required by this section shall be used by the Enrollment Office staff only for the purpose of performing official duties under this Statute and shall not be disclosed to any person other than a government agent acting in an official capacity and duly authorized to obtain such information, a person authorized by court order, or to the applicant or such individual's duly authorized agent.

(Source: WOS 2023-013, October 10, 2023, Section IV)

**6.2405 POWERS AND LIMITATIONS OF NOTARY PUBLIC**

**A. Powers**

A Notary is empowered to perform the following notarial acts:

1. Acknowledgments;
2. Oaths and affirmations;
3. Jurats;
4. Signature witnessing;
5. Copy certifications;
6. Verifications of fact;
7. Performance of Marriage Ceremonies, for a fee not to exceed \$300.00; and
8. Any other acts so authorized by the law of this Tribe.

**B. Prohibitions**

A Notary shall not perform a notarial act if the principal:

1. Is not in the Notary's presence at the time of notarization;
2. Is not personally known to the Notary or identified by the Notary through satisfactory evidence;
3. Shows a demeanor which causes the Notary to have a compelling doubt about whether the principal knows the consequences of the transaction requiring a notarial act; or
4. In the Notary's judgment, is not acting of his or her own free will.

**C. Signature by Mark**

A Notary may certify the affixation of a signature by mark on a document presented for notarization if:

1. The mark is affixed in the presence of the Notary and of two (2) witnesses unaffected by the document;
2. Both witnesses sign their own names beside the mark;
3. The Notary writes below the mark: “Mark affixed by (name of signer by mark) in presence of (names and addresses of witnesses) and undersigned notary”; and
4. The Notary notarizes the signature by mark through an acknowledgment, jurat, or signature witnessing.

**D. Signature by Third Party**

A Notary may sign the name of a person physically unable to sign or make a mark on a document presented for notarization if:

1. The person directs the Notary to do so in the presence of two (2) witnesses unaffected by the document;
2. The Notary signs the person’s name in the presence of the person and the witnesses;
3. Both witnesses sign their own names beside the signature;
4. The Notary writes below the signature: “Signature affixed by notary in the presence of (names and addresses of person and two (2) witnesses)”; and
5. The Notary notarizes the signature through an acknowledgment, jurat, or signature witnessing.

**E. Disqualifications**

A Notary is disqualified from performing a notarial act if the Notary:

1. Is a party to or named in the document that is to be notarized or the transaction to which the document pertains;
2. Has a direct financial or beneficial interest, other than the notary public fee, in the transaction; or
3. Is a spouse, domestic partner, ancestor, descendant, or sibling of the principal, including in-law, step, or half relatives.

**F. Refusal to Notarize**

1. A Notary shall not refuse to perform a notarial act based on race, advanced age, gender, sexual orientation, religion, national origin, health or disability, or status as a non-client or non-customer of the Notary or the Notary's employer.
2. A Notary shall perform any notarial act described in this Statute unless:
  - a. The Notary knows or has good reason to believe that the notarial act or the associated transaction is unlawful;
  - b. The act is prohibited under this statute; or
  - c. The number of notarial acts requested practicably precludes completion of all acts at once, in which case the Notary shall arrange for later completion of the remaining acts.
3. A Notary may but is not required to perform a notarial act outside the Notary's regular workplace or business hours.

**G. Avoidance of Influence**

1. A Notary shall not influence a person either to enter into or avoid a transaction involving a notarial act by the Notary, except that the Notary may advise against a transaction if the Notary knows or has good reason to believe that the notarial act

or the associated transaction is unlawful.

2. A Notary has neither the duty nor the authority to investigate, ascertain, or attest the lawfulness, propriety, accuracy, or truthfulness of a document or transaction involving a notarial act.

**H. False Certificate**

1. A Notary shall not execute a certificate containing information known or believed by the Notary to be false.
2. A Notary shall not affix an official signature or seal on a notarial certificate that is incomplete.
3. A Notary shall not provide or send a signed or sealed notarial certificate to another person with the understanding that it will be completed or attached to a document outside of the Notary's presence.

**I. Improper Documents**

A Notary shall not notarize a signature:

1. On a blank or incomplete document; or
2. On a document without notarial certificate wording.

A Notary shall neither certify nor authenticate a photograph.

**J. Intent to Deceive**

A Notary shall not perform any official action with the intent to deceive or defraud.

**K. Testimonials**

A Notary shall not use the official notary title or seal to endorse, promote, denounce, or oppose any product, service, contest, candidate, or other offering to make it appear as a tribal

government endorsement.

**L. Unauthorized Practice of Law**

1. If notarial certificate wording is not provided or indicated for a document, a non-attorney notary shall not determine the type of notarial act or certificate to be used.
2. A non-attorney notary shall not assist another person in drafting, completing, selecting, or understanding a document or transaction requiring a notarial act.
3. This section does not preclude a Notary who is duly qualified, trained, or experienced in a particular industry or professional field from selecting, drafting, completing, or advising on a document or certificate related to a matter within that industry or field.
4. A Notary shall not claim to have powers, qualifications, rights, or privileges that the office of notary does not provide, including the authority to give legal advice.

(Source: WOS 2023-013, October 10, 2023, Section V)

**6.2406 FEES OF NOTARY PUBLIC**

**A. Imposition and Waiver of Fees**

1. For performing a notarial act, a Notary may charge the maximum fee specified in this Statute, charge less than the maximum fee, or waive the fee.
2. A Notary shall not discriminate in setting the fee of a notarial act but may waive or reduce fees for humanitarian or charitable reasons.

**B. Fees for Notarial Acts.**

1. The maximum fee that may be charged by a Notary for notarial acts is ten dollars (\$10.00) for performing a notarial act. Additional fees for travel may be negotiated between the Notary and the client prior to the commencement of the

travel.

- 2.** These notarial acts include:
  - a.** For acknowledgments, per signature;
  - b.** For oaths or affirmations without a signature, per person;
  - c.** For jurats, per signature;
  - d.** For signature witnessing, per signature;
  - e.** For certified copies, per document; and
  - f.** For verifications of fact, per certificate.

**C.** Payment Prior to Act

A Notary may require payment of any fees prior to performance of a notarial act and any fees paid to a Notary prior to performance of a notarial act are non-refundable if:

- 1.** The act was completed; or
- 2.** In the case of travel fees, the act was not completed for reasons stated in Section V(F) after the Notary had traveled to meet the principal.

**D.** Fees of Employee Notary

- 1.** An employer may prohibit an employee who is a Notary from charging for notarial acts performed on the employer's time, provided that the Notary shall not refuse to perform a notarial act based on the principal's race, advanced age, gender, sexual orientation, religion, national origin, health or disability, or status as a non-client or non-customer of the Notary or the Notary's employer.

2. A private employer shall not require an employee who is a Notary to surrender or share fees charged for any notarial acts.
3. A governmental employer who has absorbed an employee's costs in becoming or operating as a Notary shall require any fees collected for notarial acts performed on the employer's time either to be waived or surrendered to the employer to support public programs.

**E. Notice of Fees**

Notaries who charge for their notarial services shall conspicuously display in their places of business, or present to each principal outside their places of business, a schedule of fees for notarial acts. No part of any notarial fee schedule shall be printed in smaller than ten (10) point type.

(Source: WOS 2023-013, October 10, 2023, Section VI)

**6.2407 SIGNATURE AND SEAL OF NOTARY PUBLIC**

**A. Official Signature**

In notarizing a paper document, a Notary shall:

1. Sign by hand on the notarial certificate exactly and only the name indicated on the notary's commission;
2. Not sign using a facsimile stamp or an electronic or other printing method; and
3. Affix the official signature only at the time the notarial act is performed.

**B. Official Seal**

1. A Notary shall keep an official seal that is the exclusive property of the Notary.



2. The seal shall not be possessed or used by any other person, nor surrendered to an employer upon termination of employment.
3. An image of the official seal shall be affixed by the Notary on every paper document notarized.
4. An image of the seal shall be affixed only at the time the notarial act is performed.
5. When not in use, the seal shall be kept secure and accessible only to the Notary.
6. Any seal image affixed by an adhesive label shall bear a preprinted sequential number which shall be recorded in the journal of notarial acts for its respective notarization.
7. Within ten (10) days after the seal of a notary is stolen, lost, damaged, or otherwise rendered incapable of affixing a legible image, the Notary, after informing the appropriate law enforcement agency in the case of theft or vandalism, shall notify the Enrollment Office and also provide a copy or number of any pertinent police report. Upon receipt of such notice the Enrollment Office shall issue to the Notary a new Certificate of Authorization to Purchase a Notary Seal.
8. As soon as reasonably practicable after resignation, revocation, or expiration of a notary commission, or death of the notary, the seal shall be destroyed or defaced so that it may not be misused.

**C. Seal Image**

Near the Notary's official signature on the notarial certificate of a paper document, the Notary shall affix a sharp, legible, permanent, and photographically reproducible image of the official seal that shall include the following elements:

1. The Notary's name exactly as indicated on the commission;
2. The serial number of the Notary's commission;

3. The words “Notary Public” and “Tribe of Little Traverse Bay Bands of Odawa Indians” and “My commission expires (commission expiration date)”; and
4. An embossed seal impression that is not photographically reproducible may be used in addition to but not in lieu of the seal.

**D. Obtaining and Providing a Seal**

In order to sell or manufacture notary seals, a vendor or manufacturer shall apply for a permit from the Enrollment Office, who shall charge a fee of fifty dollars, (\$50.00) for issuance of this permit. A vendor or manufacturer shall not provide a notary seal to a purchaser claiming to be a notary, unless the purchaser presents a photocopy of his or her notary commission and a Certificate of Authorization to Purchase a Notary Seal from the Enrollment Office, provided:

1. In the case of a purchaser appearing in person, the vendor or manufacturer identifies this individual as the person named in the commission and the Certificate of Authorization, through either personal knowledge or satisfactory evidence of identity.
2. In the case of a purchaser ordering a seal by mail or delivery service, the vendor or manufacturer confirms the business or residency mailing address through the Enrollment Office.
3. A vendor or manufacturer shall mail or ship a notary seal only to a mailing address confirmed through the Enrollment Office.
4. For each Certificate of Authorization to Purchase a Notary Seal, a vendor or manufacturer shall make or sell one and only one seal, plus, if requested by the person presenting the Certificate, one and only one embossing seal.
5. After manufacturing or providing a notary seal or seals, the vendor shall affix an image of all seals on the Certificate of Authorization to Purchase a Notary Seal and send the completed Certificate to the Enrollment Office, retaining a copy of the Certificate and the commission for six (6) years.

6. A Notary obtaining a seal or seals as a result of a name or business address change shall present a copy of the Confirmation of Notary's Name or Address Change from the Enrollment Office.
  
7. A vendor or manufacturer who fails to comply with this section may be found liable through Tribal Court and may be fined. Such liability shall not preclude the civil liability of the vendor to parties injured by the vendor's failure to comply with this section.

(Source: WOS 2023-013, October 10, 2023, Section VII)

## **6.2408 CERTIFICATES FOR NOTARIAL ACTS**

### **A. General Acknowledgment**

A Notary shall use a certificate in substantially the following form in notarizing the signature or mark of persons acknowledging for themselves or as partners, corporate officers, attorneys in fact, or in other representative capacities:

Tribe of the Little Traverse Bay Bands of Odawa Indians

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_ (name of document signer), (personally known to me) (proved to me through identification documents allowed by law, which were \_\_\_\_\_,) (proved to me on the oath or affirmation of \_\_\_\_\_, who is personally known to me and stated to me that (he)(she) personally know the document signer and is unaffected by the document,) (proved to me on the oath or affirmation of \_\_\_\_\_ and \_\_\_\_\_, whose identities have been proven to me through documents allowed by law and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose(.

(as partner for \_\_\_\_\_, a partnership.)

(as \_\_\_\_\_ for \_\_\_\_\_, a corporation.)

(as attorney in fact for \_\_\_\_\_, the principal.)

(as \_\_\_\_\_ for \_\_\_\_\_, (a)(the) \_\_\_\_\_.)

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(official signature and seal of notary)

**B. Jurat**

A Notary shall use a jurat certificate in substantially the following form in notarizing a signature or mark on an affidavit or other sworn or affirmed written declaration:

Tribe of the Little Traverse Bay Bands of Odawa Indians

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_ (name of document signer), (personally known to me) (proved to me through identification documents allowed by law, which were \_\_\_\_\_,) (proved to me on the oath or affirmation of \_\_\_\_\_, who is personally known to me and stated to me that (he)(she) personally knows the document signer and is unaffected by the document,) (proved to me on the oath or affirmation of \_\_\_\_\_ and \_\_\_\_\_, whose identities have been proven to me through documents allowed by law and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

\_\_\_\_\_  
(official signature and seal of notary)

**C. Signature Witnessing**

A Notary shall use a certificate in substantially the following form in notarizing a signature or mark to confirm that it was affixed in the notary's presence without administration of an oath or affirmation.

Tribe of the Little Traverse Bay Bands of Odawa Indians

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary, personally appeared \_\_\_\_\_ (name of document signer), (personally known to me) (proved to me through identification documents allowed by law, which were \_\_\_\_\_,) (proved to me on the oath or affirmation of \_\_\_\_\_, who is personally known to me and stated to me that (he)(she) personally knows the document signer and is unaffected by the document,) (proved to me on the oath or affirmation of \_\_\_\_\_ and \_\_\_\_\_, whose identities have been proven to me through documents allowed by law and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the

person who signed the preceding or attached document in my presence.

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(official signature and seal of notary)

**D. Signer by Mark and Person Unable to Sign**

On paper documents, any of the above-mentioned certificates may be used for signers by mark or persons physically unable to sign or make a mark if:

1. For a signer by mark, the Notary and two (2) witnesses unaffected by the document observe the affixation of the mark, both witnesses sign their own names beside the mark, and the Notary writes below the mark: “Mark affixed by (name of signer by mark) in presence of (names and addresses of two (2) witnesses) and undersigned notary.”
  
2. For a person physically unable to sign or make a mark, the person directs the Notary to sign on his or her behalf in the presence of the person and two (2) witnesses unaffected by the document, both witnesses sign their own names beside the signature, and the Notary writes below the signature: “Signature affixed by notary in presence of (names and addresses of person and two (2) witnesses).”

**E. Certified Copy**

A Notary shall use a certificate in substantially the following form in notarizing a certified copy:

Tribe of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I certify that the (preceding) (following)(attached) document is a true, exact, complete, and unaltered copy made by me of \_\_\_\_\_ (description of document), (presented to me by the document’s custodian, \_\_\_\_\_,) (held in my custody as a notarial record,) and that, to the best of my knowledge, the copied document is neither a vital record, a public record nor a publicly recordable document, certified copies of which may be available from an official source other than a Notary.

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(official signature and seal of notary)

**F. Verification of Fact**

A Notary shall use a certificate in substantially the following form in verifying a fact:

Tribe of the Little Traverse Bay Bands of Odawa Indians

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I certify that I have reviewed the following record(s),

- (a) \_\_\_\_\_,
- (b) \_\_\_\_\_,
- (c) \_\_\_\_\_,
- (d) \_\_\_\_\_,

at the following offices, respectively,

- (a) \_\_\_\_\_,
- (b) \_\_\_\_\_,
- (c) \_\_\_\_\_,
- (d) \_\_\_\_\_,

or upon the records' presentation to me by \_\_\_\_\_,

and hereby verify the following facts as stated in these records:

- (a) \_\_\_\_\_,
- (b) \_\_\_\_\_,
- (c) \_\_\_\_\_,
- (d) \_\_\_\_\_.

(official signature and seal of notary)]

(Source: WOS 2023-013, October 10, 2023, Section VIII)

**6.2409 EVIDENCE OF AUTHENTICITY OF NOTARIAL ACT**

**A. Forms of Evidence**

On a notarized document sent to another state or nation, evidence of the authenticity of the official seal and signature of a Notary of this Tribe, if required, shall be in the form of a certificate of authority from the Enrollment Office.

**B. Certificate of Authority**

A certificate of authority evidencing the authenticity of the official seal and signature of a Notary

of this Tribe shall be substantially in the following form:

Certificate of Authority for a Notarial Act

I, \_\_\_\_\_ (name, title, jurisdiction of authenticating official), certify that \_\_\_\_\_ (name of notary), the person named in the seal and signature on the attached document, was a Notary Public for the Tribe of the Little Traverse Bay Bands of Odawa Indians and authorized to act as such at the time of the document's notarization. To verify this Certificate of Authority for a Notarial Act, I have affixed below my signature and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Signature and seal of commissioning official)

**C. Fees**

The Enrollment Office may charge a fee of ten dollars (\$10) for issuing a certificate of authority.

(Source: WOS 2023-013, October 10, 2023, Section IX)

**6.2410 CHANGES OF STATUS OF NOTARY PUBLIC**

**A. Change of Address**

Within ten (10) days after the change of a Notary's residence, business, or mailing address, the Notary shall send to the Enrollment Office a signed notice of the change, giving both old and new addresses and shall not notarize until a new seal bearing the new business address has been obtained; and the surety for the Notary's bond has been informed in writing.

**B. Change of Name**

Within ten (10) days after the change of a Notary's name by court order or marriage, the Notary shall send to the Enrollment Office a signed notice of the change, giving both former and new names, with a copy of any official authorization for such change and shall not notarize until a new seal bearing the new name has been obtained; and the surety for the Notary's bond has been informed in writing.

**C. Resignation**

A Notary who resigns his or her commission shall send to the Enrollment Office a signed notice

indicating the effective date of resignation.

1. Notaries who cease to reside in or to maintain a regular place of work or business within the Reservation of the shall resign their commissions.
2. Notaries who are no longer a Tribal Citizens of the LTBB or another Federally Recognized Tribe or an employee of the LTBB shall resign their commissions.
3. Notaries who are no longer a legal resident of the United States or who become permanently unable to perform their notarial duties shall resign their commissions.

**D. Disposition of Seal**

When a Notary commission expires or is resigned or revoked, the Notary shall as soon as reasonably practicable, destroy or deface all notary seals so that they may not be misused.

**E. Death of Notary**

If a Notary dies during the term of commission, the Notary's personal representative shall:

1. Notify the Enrollment Office of the death in writing;
2. As soon as reasonably practicable, destroy or deface all notary seals so that they may not be misused.

(Source: WOS 2023-013, October 10, 2023, Section X)

**6.2411 LIABILITY, SANCTIONS, AND REMEDIES FOR IMPROPER ACTS**

**A. Liability of Notary, Surety, and Employer**

1. A Notary is liable to any person for all damages proximately caused that person by the Notary's negligence, intentional violation of law, or official misconduct in relation to a notarization.



2. A surety for a Notary's bond is liable to any person for damages proximately caused that person by the Notary's negligence, intentional violation of law, or official misconduct in relation to a notarization during the bond term, but this liability may not exceed the dollar amount of the bond or of any remaining bond funds that have not been disbursed to other claimants. Regardless of the number of claimants against the bond or the number of notarial acts cited in the claims, a surety's aggregate liability shall not exceed the dollar amount of the bond.
3. An employer of a Notary is liable to any person for all damages proximately caused that person by the Notary's negligence, intentional violation of law, or official misconduct in performing a notarization during the course of employment, if the employer directed, expected, encouraged, approved, or tolerated the Notary's negligence, violation of law, or official misconduct either in the particular transaction or, impliedly, by the employer's previous action in at least one similar transaction involving any Notary employed by the employer.
4. An employer of a Notary is liable to the Notary for all damages recovered from the Notary as a result of any violation of law by the Notary that was coerced by threat of the employer, if the threat, such as of demotion or dismissal, was made in reference to the particular notarization or, impliedly, by the employer's previous action in at least one similar transaction involving any Notary employed by the employer. In addition, the employer is liable to the Notary for damages caused the Notary by demotion, dismissal, or other action resulting from the Notary's refusal to engage in a violation of law or official misconduct.
5. Notwithstanding any other provision in this Statute, for the purposes of this section "negligence" shall not include any good-faith determination made by the Notary.

**B. Proximate Cause**

Recovery of damages against a Notary, surety, or employer does not require that the Notary's negligence, violation of law, or official misconduct be either the sole or principal proximate cause of the damages.

**C. Revocation**

- 1.** The Enrollment Office shall revoke a Notary's commission for:
  - a.** Failure to maintain a residence or a regular place of work or business within the Reservation;
  - b.** Failure to maintain status as a legal resident of the United States;
  - c.** Failure to maintain status as a Tribal Citizen of the LTBB or another Federally Recognized Tribe or an employee of LTBB;
  - d.** A conviction of a felony or of a substantially corresponding violation of another tribe or state on the date that the person's felony conviction is entered.
  - e.** A conviction of two (2) or more misdemeanor offenses involving a violation of this act within a 12-month period while commissioned, or of three (3) or more misdemeanor offenses involving a violation of this act within a five (5)-year period.
  - f.** A sentence of imprisonment in a correctional facility or jail in this or any other tribal, state or federal correctional facility.
  - g.** Prior to revocation of a Notary's commission, the Enrollment Office shall inform the Notary of the basis for the revocation and that the revocation takes effect on a particular date unless a proper appeal is filed with the Tribal Court before that date.
- 2.** Resignation or expiration of a notary commission does not terminate or preclude an investigation into the Notary's conduct by the Enrollment Office, who may pursue the investigation to a conclusion, whereupon it shall be made a matter of public record whether or not the finding would have been grounds for revocation.

**D.** Warning or Injunction for Misconduct

The Enrollment Office may deliver a written Official Warning to Cease Misconduct to any

Notary whose actions are judged to be official misconduct or may seek a court injunction to prevent a person from violating any provision of this Statute.

**E. Publication of Sanctions and Remedial Actions**

The Enrollment Office shall regularly publish a list of persons whose notary commissions have been revoked by the Enrollment Office or Tribal Court or whose actions as a Notary were the subject of a court injunction or Official Warning to Cease Misconduct on the Tribal web-site and newsletter.

**F. Potential Civil Infractions**

In performing a notarial act, a Notary is liable of a civil infraction upon finding by the Little Traverse Bay Bands of Odawa Indians Tribal Court that may include a fine for knowingly:

1. Failing to require the presence of a principal at the time of the notarial act;
2. Failing to identify a principal through personal knowledge or satisfactory evidence;
3. Executing a false notarial certificate;
4. Performing or failing to perform any other act prohibited or mandated respectively by this statute; or
5. Performing a notarial act after his or her commission is revoked.

**G. Additional Remedies and Sanctions Not Precluded**

The remedies and sanctions of this Statute do not preclude other remedies and sanctions provided by law.

**H. Violations by Non-Notary**

A person found liable for a civil infraction under this section by the Little Traverse Bay Bands of Odawa Indians Tribal Court may be fined.

**1. Impersonation**

Any person not a Notary who knowingly acts as or otherwise impersonates a Notary.

**2. Wrongful Possession**

Any person, who knowingly obtains, conceals, defaces, or destroys the seal or official records of a Notary.

**3. Improper Influence**

Any person who knowingly solicits, coerces, or in any way influences a Notary to commit official misconduct.

**I. Additional Sanctions Not Precluded**

The sanctions of this chapter do not preclude other sanctions and remedies provided by law.

(Source: WOS 2023-013, October 10, 2023, Section XI)

**6.2412 SAVINGS CLAUSE**

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2023-013, October 10, 2023, Section XII)

**6.2413 EFFECTIVE DATE**

Effective upon signature of the Executive or 30 days from Tribal Council approval, whichever comes first, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.