

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made on , by and between , (the "Company"), located at , , in the County of , and , (the "Independent Contractor" or "Contractor") located at of , ,

RECITALS

The Independent Contractor is secured to provide the services described below at the Company's principal place of business as aforementioned, or from the Contractor's principal place of business, if applicable, as aforementioned. The Independent Contractor represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement, and as such, provides his/her Employer Tax ID Number,_____. The Independent Contractor is or shall remain open to conducting similar tasks or services for the Company, which may not be listed or described below, or for entities other than the Company and thus holds himself or herself out to the public to be a separate business entity.

The Company desires to hire and contract the services of the Independent Contractor to perform those tasks as set forth herein. The Independent Contractor assents to this Agreement and to act and perform as an independent contractor for the aforementioned Company and is thus willing to do so on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Parties agree as follows:

INDEPENDENT CONTRACTOR REPRESENTATION

The implementation of this Agreement does not constitute a hiring by either party. It is therefore the intention of the parties that the Independent Contractor shall maintain an independent contractor status and shall not be considered an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

Therefore, staying within the Scope of Work, the Independent Contractor shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained herein this Agreement. This Agreement shall not be construed or considered to be a partnership or joint venture, and the Company shall not be held liable for any obligations incurred by the Independent Contractor, unless otherwise specifically authorized as such in writing. The Independent Contractor shall not act as an agent or representative of the Company, superficially or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

RESPONSIBILITIES, DUTIES AND SCOPE OF WORK

The Independent Contractor herein agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude and/or archive the following duties/responsibilities:

It is expected that the above detailed services, tasks and responsibilities shall be completed by , barring any reasonably unforeseeable circumstances.

FURTHERMORE, the Independent Contractor shall perform any and all responsibilities and duties that may be associated within the Scope of Work set for above, including, but not limited to, work which may already be in progress or any related change orders. The Independent Contractor shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization.

WORK SCHEDULE

The Independent Contractor shall be responsible to the owner(s) and/or manager(s) of the Company .

Any directions or advice provided to the Independent Contractor regarding the Scope of Work shall be considered a suggestion only and not an instruction.

COMPENSATION

The Independent Contractor shall be entitled to full compensation for the performance of those tasks, responsibilities and/or duties related to the Scope of Work as follows:

Compensation Terms:

Total Compensation Amount:

Said compensation shall become due and payable to the Independent Contractor upon receipt of an invoice by the Company and payable pursuant to the following schedule and method:

Compensation Schedule:

Compensation Method:

TAX WITHHOLDING

The Independent Contractor acknowledges and recognized that it shall complete and return to the Company an IRS Form 1099 and related tax statements, and shall be required by law to file corporate and/or individual tax returns, and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws. The Independent Contractor herein pledges and agrees to indemnify the Company for any damages or expenses, including any related attorney's fees, and legal expenses incurred by the Company as a result of Independent Contractor's failure to make such required payments. Upon the Company's reasonable request, the Independent Contract shall provide proof of required tax payments.

NON-DISCLOSURE AND NON-COMPETE

Representation and Warranties

The Independent Contractor represents and warrants that his/her relationship with the Company will not cause or require that s/he breach any obligation to the agreement of or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the Independent Contractor acknowledges that a condition of the relationship is s/he has not brought and will not bring or use in the performance of his or her duties at the premises of the Company any proprietary or confidential information, whether or not in writing, of a former contracted company without that company's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach. Except as otherwise noted

on the back of the signature page hereof, there are no inventions heretofore made or conceived by the Independent Contractor that the Independent Contractor deems to be excluded from the scope of this Agreement and Independent Contractor hereby releases the Company from any and all claims by the Independent Contractor by reason of any use by Company from any invention heretofore made or conceived by the Independent Contractor.

Non-Partnership or Ownership Clause

Neither the Independent Contractor nor any of his/her representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of the Company or any of its subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Company unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. Neither the Company, Independent Contractor nor any representative, agent, principal, officer or anyone who may be retained by the Independent Contractor shall have any authority to bind the other in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

EXECUTION

During and throughout the course of employment by the Company, and upon the request of and without any compensation other than that which is herein contained and provided, but at no expense to the Independent Contractor, the Independent Contractor shall execute any documents and take action which the Company may deem necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting the Company in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to the Company.

The Independent Contractor further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of employment for any reason by the Company; however, should the Independent Contractor be called upon for any such assistance after termination of employment, then the Independent Contractor shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of the Company.

TERM AND TERMINATION OF AGREEMENT

This Agreement shall be terminated at the conclusion of the Scope of Work or on .

LICENSING AND WORKERS' COMPENSATION COVERAGE

The Independent Contractor herein agrees to promptly provide to the Company proof of the necessary licensing status that may be required to perform the Scope of Work in accordance with the terms and conditions of this Agreement and Workers' Compensation Coverage where required by law.

INDEPENDENT CONTRACTOR EMPLOYEES

All persons which have been hired by the Independent Contractor to assist in the performance of the duties, tasks and responsibilities that are necessary to complete the Scope of Work, shall be considered the employees of the Independent Contractor, unless otherwise specifically noted in an agreement signed by all parties.

NOTICES

Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses herein contained in this

Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. The Independent Contractor herein agrees to keep the Company informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email, pager number or any other relevant means of contact and communication.

INJUNCTIVE RELIEF

The Independent Contractor herein acknowledges (1) the unique nature of the protections and provisions established and contained within this Agreement, (2) that the Company shall suffer irreparable harm if the Independent Contractor should breach any of said protections or provisions, and (3) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the independent Contractor cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

INDEMNIFICATION

The Independent Contractor shall defend, indemnify, hold harmless, and insure the Company from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of the Independent Contractor, or from any breach or default of this Agreement which may be caused or occasioned by the acts of the Independent Contractor. The Independent Contractor shall also insure that all of its employees and affiliates take all actions necessary to comply with all herein contained terms and conditions established and set forth in this Agreement.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

REPRESENTATION

All parties to this Agreement herein acknowledges that no representation, inducements, promises or other agreements, orally or otherwise, have been made by any party hereto, or by anyone action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties hereto.

SEVERABILITY

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

CONTINUING EFFECTS

The Independent Contractor's obligations with regards to all trade secrets and confidential information, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall

continue to be binding upon not only the Independent Contractor, but the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

COUNTERPARTS

This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

SEVERABILITY

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party..

MODIFICATIONS

All parties have the option to modify this Agreement, and as such may be modified in writing and executed by the party to this Agreement against whom such modification is sought.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES

All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of . Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of , in the County of .

COPIES

Both the Independent Contractor and the Company hereby acknowledges that they have received a signed copy of this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.
