



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement and Release (“Agreement”) is entered into this _____ day of _____ in 20____, by and between Vert Mobile, LLC. (“Agency”) and _____ (“Independent Contractor”).

1. Independent Contractor is a self-employed proprietor who maintains a separate and independent business and operation
2. Vert Mobile, LLC (AGENCY), principal business consists of digital marketing & advertising services.
3. The Independent Contractor understands that AGENCY does not promise or represent that it will be able to offer the Independent Contractor any minimum number of work hours, and the Independent Contractor represents and warrants to AGENCY that it does not rely exclusively on AGENCY as its sole source for obtaining client work. The Independent Contractor remains solely responsible for any profit or loss that it realizes from its business.
4. In consideration of the services that AGENCY provides, the Independent Contractor authorizes AGENCY to retain as AGENCY’s administrative and marketing fee the difference between the gross fee payable by a client for a project and the fee that the Independent Contractor has agreed to accept as its entire compensation for completing the project. The Independent Contractor acknowledges and agrees that the Independent Contractor’s agreed upon fee shall constitute its entire compensation for completing a client engagement and that Independent Contractor shall have no right to, and hereby waives any right to seek, any benefits under any benefit programs, such as paid time off, health benefits or retirement benefits, that AGENCY or a client maintains for its respective employees.
5. The initial term of this engagement shall be the 12-month period commencing on the date hereof.
6. This Agreement is nonexclusive. The Independent Contractor always has the unqualified right to pursue or decline any client opportunities that AGENCY offers, and to market its services through means other than AGENCY. The Independent Contractor also acknowledges that Company has contracts with others who are engaged in a business similar to the Independent Contractor’s and that AGENCY will also be assisting those businesses in marketing their services.
7. The Independent Contractor shall retain sole control over the methods used in performing a client engagement. The Independent Contractor is solely responsible for providing any and all tools, supplies, equipment and transportation, and for all expenses that the Independent Contractor incurs in connection with the operation of its business and the performance of client engagements. All operating costs that the Independent Contractor incurs, such as fuel, repairs, motor vehicle insurance, and all costs associated with its own personnel, are the Independent Contractor’s sole responsibility. The Independent Contractor also is responsible for obtaining any licenses or certificates that are required by law to provide its services.
8. The Independent Contractor represents and warrants that neither it nor any of its personnel is directly employed by any of AGENCY’s current clients, partners, or vendors.

9. The Independent Contractor acknowledges that while providing services to a referred client Independent Contractor will operate as an independent contractor (and not an employee) for purpose of federal, state and local taxes, and will be solely responsible for all filing and payment obligations associated with such taxes, including but not limited to social security and self-employment taxes, and that Independent Contractor will not be eligible for unemployment compensation.
- 10. The Independent Contractor acknowledges its own responsibility for complying with any workers'-compensation laws with respect to the Independent Contractor and its employees at its own expense, and agrees to hold harmless AGENCY and its officers and owners against any liability attributable to any injury incurred by the Independent Contractor and any of its personnel while performing services for a referred client.**
- 11. The Independent Contractor accepts full responsibility for completing a project that the Independent Contractor agrees to perform, including the duty to correct (at the Independent Contractor's sole expense), any aspect of such project that the client determines does not meet its standards. The Independent Contractor also indemnifies and holds harmless AGENCY from and against any liability attributable to the acts and/or omissions of the Independent Contractor and its personnel in connection with the Independent Contractor's performance of, or promise to perform, services for a client referred hereunder.**
12. This Agreement supersedes any and all prior agreements and understandings, oral or written, express or implied, and may be amended only by a writing signed by both parties.
13. This Agreement is entered into, and is to be substantially performed by AGENCY, in the State of Georgia and shall be governed by the laws of that State without regard to its choice of law principles.
14. This Independent Contractor Agreement along with your signed W9 form, and non-disclosure agreement will effectuate this Agreement as of the date first written above.

NAME (PRINTED): _____

SIGNATURE: _____

DATE: _____

STREET: _____ **CITY:** _____

STATE: _____ **ZIP:** _____