



INDEPENDENT CONTRACTOR AGREEMENT



This Independent Contractor Agreement (Agreement) is between National Event Staffing (Company) and _____ (Contractor). In consideration for the mutual promises set forth below, the parties agree as follows:

1. **Business.** The Contractor is engaged in the independent business and occupation of event staffing. The Contractor acknowledges and agrees that it has complied with all of the following, is not currently in violation of any of the following and that it agrees to continue to comply with the following during the time it performs services under this Agreement: All federal, state and local laws, rules and ordinances regarding business permits, licenses, orders, approvals, concessions, and franchises of any kind that are required of the Contractor by any federal, state or local governmental or regulatory body, in order to carry out the business of the Contractor and to perform the tasks set forth herein.
2. **Services.** The Contractor agrees to provide the following services under this Agreement:
Consumer engagement and education - Obtain consumer information – Event staffing
3. **Independent Contractor.** The Contractor acknowledges and agrees that the Contractor is an independent contractor and not an agent or employee of the Company. The Contractor warrants that it will perform the services set forth in this Agreement consistent with the Company's Policy for Independent Contractors. Further, Contractor warrants it will provide the services set forth in this Agreement in accordance with ethical and reputable business practices and that the Contractor has the requisite expertise, ability, and skill to render the services required by this Agreement.
4. **Conflicts.** Nothing in this Agreement is intended to preclude the Contractor from performing services for other entities and individuals. However, the Contractor agrees not to engage in any activity that conflicts with the Company's business interests or reputation or interferes with the independent exercise of the Contractor's judgment in the best interests of the Company.
5. **Assistants.** The Contractor may not utilize assistants or other employees working for the Contractor to perform any portion of the services contemplated by this Agreement.
6. **Payments.** Normally the client is in charge of paying the Contractor directly after the event but in the case that National Event Staffing has acknowledged in writing while confirming/booking the Contractor that we will be handling this task on behalf of our client the Contractor understands that he/she will be paid by the Company for services performed 4-12 weeks after the final working date based on the agreed upon hourly rate and the approved hours submitted no later than 1 week after the event via email. Payment may be delayed if material assets are not returned to the client and/or Company as set forth in this agreement. The Company cannot be held responsible if our client refuses payment to the Contractor or Company after the event and it would then become the responsibility of the Contractor to pursue our client directly in regards to payment.
7. **Taxes.** The Company will not withhold federal, state, nor local payroll taxes of any kind nor will it pay or withhold state disability insurance on behalf of the Contractor or its employees. The Contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. Accordingly, the Contractor agrees and acknowledges that it will assume complete tax responsibility for any monies it receives under this Agreement. The Contractor understands that if it is not a corporation, it may be liable for self-employment (social security) tax to be paid as required by law.
8. **Benefits.** Because the Contractor is engaged in its own independently established business, the Contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Company to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit-sharing, nor shall the Contractor receive any other benefit from the Company except payment for its services.
9. **Insurance.** It is the Contractor's sole responsibility to obtain and pay for workers' compensation insurance, unemployment compensation insurance, professional liability insurance, general liability insurance and any other insurance coverage which may be necessary to fully ensure against any loss or damage arising out of, or as a result of any act or omission by the Contractor, including but not limited to performance by the Contractor of services under this Agreement.
10. **Agency.** The Contractor has no authority to bind the Company, to enter into any contracts or agreements on behalf of the Company, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, loaned servant arrangement or any other business arrangement between the parties other than that of an independent contractor relationship.
11. **Indemnification.** The Company shall not be responsible for any action or failure to act by the Contractor. The Contractor agrees to indemnify and hold harmless the Company, its officers, directors, employees, agents, assigns and successors against any claims, demands, or liability related to or arising out of the Contractor's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and for any violations of law, including but not limited to its failure to appropriately pay taxes on any monies it receives under this Agreement.
12. **Confidentiality.** The Contractor agrees, either during or after its performance of services under this Agreement, not to use or disclose, directly or indirectly, for any reason or in any way, other than at the express direction of the Company's President or the President's designee, any proprietary or confidential information or business or trade secrets of the Company or of any of the Company's customers, whether oral, written, graphic, optical or electronic, including but not limited to:
 - A. The business, conduct, marketing strategy or efforts, or operations of the Company, or any of its customers, including but not limited to any financial or personnel matters or information of or pertaining to the Company and/or any of its employees or customers;
 - B. Any proprietary products or services of any nature designed, developed or owned by the Company or any customer;
 - C. Any of the Company's or any of the Company's customers' databases, lists or pricing or purchasing information or policies;
 - D. Any of the Company's or any of the Company's customers' recruiting databases, lists, compensation and job assignment information or policies;
 - E. Any of the Company's or any of the Company's customers' inventions, apparatus, tools, samples, methods of doing business, processes, formulas, drawings, blueprints, photographs, slides, motion pictures, videotapes, computer software, trade secrets, supplies, supplier lists, personnel data and files, ideas or strategies, and cost data.

(hereinafter "Confidential Information"). This obligation not to use or disclose the Confidential Information does not apply to any information that is public knowledge in the Company's industry, provided that the Contractor did not cause it to become public knowledge.

13. **Company Property.** Upon termination of the Contractor's relationship with the Company for any reason, the Contractor agrees to promptly return all Company property, records, files, documents, materials and any other proprietary or Confidential Information, and all copies of the same to the Company.

14. **Remedies.** The parties agree and acknowledge that a violation by the Contractor of paragraphs 12 or 13 of this Agreement would result in irreparable injury to the Company for which the Company would have no adequate remedy at law. Therefore, the Company shall be entitled to all equitable remedies to enforce this Agreement, including an injunction, to prevent violation(s) of this Agreement. In the event that the Company prevails in any such action, the Company shall be entitled to recover its reasonable attorneys' fees and costs from the Contractor, as well as any damages awarded by a court of law.

15. **Statements.** Both during or after the term of this Agreement, the Contractor agrees to refrain from making any public or private statement about the Company or its officers, directors, employees, agents, assigns and successors that is disparaging, negative or malicious, or that would be injurious to the Company's business or reputation, or which would, directly or indirectly, interfere with the business of the Company.

16. **Termination.** Either party may terminate this Agreement upon 5 days' written notice to the other. Additionally, either party may terminate this Agreement and the business relationship between the parties without liability (except for the provisions of paragraphs 12-15 above, which will survive termination of this Agreement), immediately upon notice to the other, if such termination is because of a material breach of this Agreement by the other party, or in the case of termination by the Company, such termination is because the Contractor has engaged in conduct deemed by the Company to be detrimental to the interests or reputation of the Company or any employee or customer of the Company such as violating the Company's Policy for Independent Contractors. This Agreement shall also be automatically terminated on the death of the Contractor or on the permanent disability of the Contractor, if because of the disability the Contractor is no longer able, with or without reasonable accommodation, to perform its material services under this Agreement. In the event the Contractor's services are terminated for whatever reason, the Contractor will only be entitled to pay for its services they have already performed for the Company through and including the effective date of termination.

17. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.

18. **Applicable Law.** This Agreement shall be governed by and interpreted under United States and/or Canadian law.

19. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable to the fullest extent of the law.

20. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.

21. **Survival.** The provisions of paragraphs 12-15 of this Agreement shall survive the termination of the business relationship between the parties.

22. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by the Contractor and a Company staff member of at least the Account Manager level.

CONTRACTOR

COMPANY

Name: _____

Name: _____

City/State/Province: _____

Title: _____

E-Mail: _____

Date of Signature: _____

Phone: _____

Signature: _____

Address: _____

Date of Signature: _____

Signature: _____