

Independent Contractor Agreement

~Please read this agreement carefully and let us know if you have any questions before signing it~

This **INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”) is entered into on January 1st, 2012 by and between _____ (full name, printed) (hereafter referred to as the “Contractor” or as “you”) and Big Orange Productions, Inc., a Rhode Island corporation (hereafter referred to as “Big Orange”).

1. Orientation Information: Independent contracting is like owning your own business. Your gain or loss is independent of Big Orange’s gain or loss. It is your responsibility to know your promotional job role, to ensure that performance goals are met and complete the proper paperwork for each job. We look forward to working with you! You **MUST** be at least 18 years old to work for our clients.

1.1 Work Schedule: Contractor will set his/her own work schedule, and is free to bid on any opportunities which Big Orange makes available from its clients. You may negotiate the schedule through your booking agent. Once the schedule is agreed upon, our clients insist that you arrive on the agreed-upon time so that the promotion is successful. *Being 15 minutes early is considered on time by the client!*

1.2 Attire: A professional appearance is necessary for a favorable impression with clients and consumers. Unless otherwise specified, the standard professional attire required by most of the industry is business casual. Please be sure to verify the agreed-upon attire prior to your promotion(s).

1.3 Professionalism: Big Orange will not supervise the Contractor, though its clients may inspect work completed pursuant to this Agreement. The Contractor will work in a professional manner, having represented that contractor has the necessary special skills, abilities and tools to do so. Regardless of the type or nature of your event, your goal is to always promote the client’s company and its product(s) in a clear, concise, exciting, and professional manner.

1.4 Presentation: Our clients ask that you keep your promotion area clean and presentable at all times.

1.5 Promotional Items: Any client products and samples used in an event are for demonstration or display purposes only and remain the property of Big Orange’s client. You are accountable for all promotional materials in your possession. In the event there are product samples remaining at the end of your promotion, unless otherwise specified, you are not permitted to sell or retain these items, as they belong to the client. Selling the client’s property without prior written consent is considered unethical, illegal and will not be

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tolerated by the client. Misappropriation of client property may be considered theft and may result in legal action.

1.6 Rights of Contractor: Contractor may do similar work for others any time it wishes, including on the same day it does work for Big Orange and Big Orange's clients, as long as the Contractor fulfills its obligations under this Agreement. Big Orange shall not have a priority on the Contractor's time and effort.

2. Administration: You must submit any required contract or IRS tax paperwork before working your first event. Any event reports or documentation required by the client should be submitted to Big Orange no later than the first business day after your event. You may confirm receipt of any paperwork by emailing or calling Big Orange at 401-723-9500.

2.1 Contract Paperwork: Before you can work your first event for our clients, you must ensure that your pre-engagement paperwork is complete. This paperwork may be mailed, emailed (if you have scan capabilities), or faxed to: 401-723-9502.

2.2 Event specific forms: The Big Orange Booking Agent will be your administrative liaison with our client. Recapping the details of an event is important for your Big Orange Booking Agent and the client. If your event asks for client documentation (Marketlinks, PromoReports, Recap Forms, Receipts, etc.) as proof of your work completion, it is imperative that you fax it to us at 401-723-9502 within 24 hours of your event execution.

2.3 Timesheets: The Contractor need not meet a minimum quota. You will work as needed to complete the objective of the promotion. If your promotion requires submission of a signed timesheet, as proof of completion for the client, please have an on-site manager sign off on your job order and fax it to Big Orange at 401-723-9502 by the first business day after your promotion unless otherwise specified.

3. Compensation: We will notify you before you commence work of the payment arrangement approved by our client for your engagement, which is generally paid at a daily rate; however because of the variety of opportunities and the differences among clients, some promotions may be paid by the hour. You may exercise your right to negotiate client rates, but any negotiations to your rate must be made with your Big Orange Booking Agent, in writing, at time of booking, prior to the execution of the work.

3.1 Pay cycle: Pay is processed 30 days after the event, receipt of contractor's invoice, or the receipt of any proof of execution paperwork (whichever is later).

3.2 Pay Method: All pay is processed via check. It is your responsibility to ensure that Big Orange has your correct address listed in the Big Orange

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database. Cancellations and reissues of payments may result in the assessment of fees to cover these transactions.

3.3 Deductions: Big Orange reserves the right to make deductions from your payment if any requirement of this Agreement is not met. The minimum deduction is \$25 per day per breach depending on the guidelines of your promotion. Some promotions may require the signing of an additional agreement. If additional agreements are required, it will not exempt you from any of the provisions of this Agreement.

4. Taxes: As an independent contractor, you are responsible for payment of any and all taxes, whether state or federal. We will require that you properly execute Form W-9 prior to working with any Big Orange client. In addition, if you earn more than \$600 from Big Orange in one calendar year, you will be issued a Form W1099-MISC to assist you in filing your tax returns. You will serve under this Agreement as an independent contractor, and nothing contained in this Agreement shall be construed to create any relationship of employee and employer, partnership or joint venture between you and Big Orange, or the client of Big Orange you are representing, nor shall you be entitled to any of the benefits afforded employees of Big Orange or a client of Big Orange. Subject to guidance from the client, you shall have the exclusive control over the means, method and details of fulfilling your obligations hereunder. You shall not have the authority to create or incur any liability, obligation or responsibility for or on behalf of Big Orange or a client of Big Orange, or to bind Big Orange or a client of Big Orange in any manner whatsoever. You agree that you will not, at any time, represent, either orally or in writing, to anyone that you have any right, power or authority not expressly granted to you by this Agreement.

4.1 Changes to your W-9: If any of your information (including name, business name, address, social security number or tax identification number) changes during the period this Agreement is effective, you shall notify Big Orange promptly and submit a new Form W-9 to Big Orange.

5. Cancellations: No Show = No Pay! Not showing up for a promotion will cause you to incur a deduction of at least \$25 per day from your other event earnings. To cancel, you must call the Big Orange office and speak to the Big Orange Booking Agent that booked you at least 24 hours before your promotion. E-mail is not acceptable for a cancellation. All cancellations are subject to at least a \$25 rebooking fee.

5.1 Transfer of Materials: If you cancel a promotion and you receive, or are scheduled to receive, shipment of any goods related to the promotion you will be held responsible at your own expense for the transfer of those goods back to Big Orange or to the individual who serves as your replacement, as specified by the Booking Agent. Failure to transfer promotional materials may result in legal action to recover any loss associated with the failure to transfer.

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6. **Photos:** All independent contractor positions are promotional engagements dealing with the public and may require the submission of photos for your record. We solicit photos from models of all races, genders, sizes, shapes and ages. All independent contractors are given equal opportunity for the promotions, events, and tours for which they are qualified. At a minimum you must submit one headshot and one body shot of a conservative nature. Professional photos are requested, but not required. Your should be clear and represent you well. Photos should be an accurate representation of your image and be no older than six months. If you submit photos older than six months, or your image has changed drastically since submission of your last photo, you must update your photos. Further, misrepresentation of your current image may make this Agreement subject to immediate cancellation and result in assessment of any fines or damages associated with your misrepresentation. Big Orange does not pay for nor reimburse costs for headshots or photos or any professional expenses relating to contractor's business.

7. **Assistance:** We are available to help with any problems that you may experience. Please call the office at 401-723-9500 between the hours of 9am – 5pm (EST) Monday – Friday; or call your Booking Agent's cell phone if there is an after-hours emergency.

8. **Insurance:** For and in consideration of your engagement as an independent contractor for Big Orange, you hereby release, discharge and agree to hold harmless Big Orange, the client of Big Orange you are representing, their affiliates, or agents acting under Big Orange's permission or authority, and against any liability as a result of any physical impairment or loss during your performance of services pursuant to this Agreement. You understand that Big Orange, the client of Big Orange you are representing, their affiliates, or agents assume no responsibility for any medical expenses or other loss, claim or expense during or after the term of this free-lance assignment. You further understand that since you are an independent contractor, you must rely on your own resources and insurance coverage, and that you cannot rely upon workers compensation coverage of Big Orange and its clients. You also agree that if you engage anyone other than as an independent contractor, you will obtain workers compensation insurance on his/her behalf. Contractor shall carry business its own liability insurance, worker's compensation insurance and maintain any necessary business occupational licenses for its business.

9. **Benefits:** As an independent contractor, you are not eligible for unemployment benefits from Big Orange. In addition, you are not eligible for any other employee benefits that might be provided by Big Orange, the client of Big Orange you are representing, or to its employees. Big Orange shall not provide the Contractor with, or reimburse the Contractor for hospital, medical, business liability or workers compensation insurance, sick or vacation pay, a work vehicle, bonuses, gas allowances, uniforms, special clothing, computers, office materials, rent, pensions, or any other benefit of employment. Unless specified by the client, Contractor need not wear uniforms or special clothing while doing work for Big Orange, and Big Orange will provide no such clothing. Big Orange shall not supply the Contractor with tools, or rent

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or lease tools or equipment to Contractor. You shall be solely liable for loss, damage or theft of your property at client locations.

10. Breach of Contract: Big Orange reserves the right to terminate this Agreement upon the occurrence of any of the following events, determined in its sole and commercially reasonable discretion: 1) Failure to meet the performance goals of your promotion. 2) Tardiness. 3) Not showing for a promotion. 4) Walking off of a promotion. 5) Any form of misconduct or violence. 6) Misappropriation. 7) Falsification. 8) Willful destruction of property. 9) Reporting under the influence of alcohol or drugs. 10) A failure to honor the confidentiality of Big Orange and/or Big Orange's clients. 11) Misrepresentation of your image (section 6). 12) Not at least 18 years old on event date(s). 13) Failure to disclose any criminal charge or violation occurring prior to the execution of this Agreement or thereafter during the term of this Agreement. 14) Any material breach of this Agreement. 15) Termination of the program by the client. A breach by you of this Agreement may also result in deductions in your compensation.

11. Confidentiality: As an independent contractor, you may be privy to sensitive business information of Big Orange and our clients or business partners. The Contractor agrees to keep this information in the strictest confidence.

11.1 Types of information: This type of information includes but is not limited to: 1) Information regarding Big Orange or Big Orange's clients' business (e.g., products, services, customer lists, pricing and promotions rate information, agency partnerships, marketing plans, and the company staffing database). 2) Technical information (e.g., methods, processes, database information, and staffing program details). 3) Financial information (e.g., payroll, company profits, agency billings, and related promotional billing rates). 4) And any other information not generally known to the public which, if misused or disclosed, could reasonably be used against parties involved.

11.2 Length of obligation: The obligations regarding confidentiality shall remain in effect for six months from the date you sign this Agreement and shall be extended by six months effective the latest date of every promotion, event or tour you work within the duration of this Agreement. It shall remain in effect, for the duration stated, regardless of whether the termination is due to a reason set forth in section 10, or if the Agreement expires at the time indicated in section 20.

11.3 Remedies: You agree that in the event of any breach, threatened breach, violation, or evasion of any covenant set forth in section 11 (and according to the length of obligation set forth in section 11.2), immediate and irreparable injury will occur to Big Orange, and the client of Big Orange you are representing, that such injury will be impossible to measure or remedy in

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money damages, and that Big Orange shall be authorized to seek recourse to all equitable remedies, including injunctive relief and/or specific performance, provided such remedies shall not be exclusive of other legal or equitable remedies otherwise available. You expressly agree that Big Orange shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of such paragraph. Should Big Orange have cause to seek such relief, you agree that no bond shall be required and if Big Orange prevails in obtaining any temporary or permanent relief, you shall pay all attorney's fees and costs that Big Orange may incur. The various rights and remedies of Big Orange, and the client of Big Orange you are representing, under this Agreement or otherwise shall be construed to be cumulative and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

12. Assignability: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs, executors and personal representative, including the successors to the business of Big Orange, but due to the personal nature of this Agreement as it pertains to the Contractor, neither this Agreement nor any rights hereunder shall be assignable by the Contractor.

13. Judicial Interpretation: Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not imply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

14. Severability: If any provision of this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way or to any extent.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the engagement of the Contractor by Big Orange and contains all of the covenants and agreements between the parties with respect to such engagement in any manner whatsoever. Any modification or addition to this Agreement will be effective only if it is in writing and signed by the party to be charged. Some promotions, events or tours may require the signing of an exhibit form to cover details specific to that event. If an exhibit form is required for a program it shall not constitute a waiver of the provisions of this Agreement, but shall be in addition to the requirements of this Agreement.

16. Choice of Law; Venue: This Agreement is being made in the State of Rhode Island and shall be construed and enforced in accordance with the laws of that state. To the extent that resort to the court system is permitted by this Agreement, the Contractor

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irrevocably consents to the jurisdiction of the United States federal courts and the state courts located in the State of Rhode Island in any suit or proceeding based on or arising under this Agreement. The Contractor irrevocably waives the defense of an inconvenient forum to the maintenance of such suit or proceeding. The Contractor further agrees that service of process mailed by first class mail shall be deemed in every respect effective service of process in any such suit or proceeding. Nothing herein shall affect the right of Big Orange to serve process in any other manner permitted by law.

17. Arbitration: Except as provided in Paragraph 11 hereof, any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Boston, Massachusetts by a single arbitrator in accordance with the rules of the American Arbitration Association (Commercial Rules). Any award issued as a result of such arbitration shall be final and binding between the parties, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The costs of the arbitration shall be shared equally by the parties, provided that the fees, costs, and expenses of the prevailing party (as reasonably determined by the arbitrator), including arbitrator's and reasonable attorney fees incurred in connection with any such arbitration, shall be paid by the losing party in the event the arbitrator determines the proceeding was brought or defended in bad faith by the losing party. The costs and expenses of the prevailing party in collecting any such award shall be paid by the non-prevailing party.

18. Waiver: Failure to invoke any right, conditions, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, conditions, or covenants and neither party may rely on such failure.

19. Headings: Paragraph/section and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

20. Term of Contract: Regardless of the entry date of this Agreement, it shall remain in effect until December 31, 2012, unless earlier terminated for the reason(s) set forth in section 10 or otherwise.

21. Further Assurances: Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

22. No Third Parties Benefited: All of the conditions, representations, and obligations imposed hereunder are imposed or made solely and exclusively for the benefit of the parties to this Agreement, including the client of Big Orange you are representing, and their successors and permitted assigns. No other person shall have standing to require the satisfaction of any condition, warranty, representation or covenant made

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herein in accordance with its terms or be entitled to assume the existence or absence of strict compliance with any and all of the terms and conditions of this Agreement.

23. Hold Harmless: The Contractor hereby releases, waives, discharges and covenants not to sue Big Orange, its officers, servants, clients, the client of Big Orange that the Contractor is representing, agencies, agents and employees, including any participating/hiring client company and client contacts or participating/hiring agency and agency contacts, including court costs and attorney fees, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence or otherwise, while participating in the program, or while in, on or upon the premises where the program is being conducted, while in transit to or from the premises, or in any place or places connected with the program.

24. Criminal Record Clearance: All applicants must be clear of, have not received, convicted or been charged with, any criminal violations or convictions. Applicants agree that any undisclosed criminal record violates this Agreement.

I have read the foregoing Agreement, authorization, Terms and Conditions (Exhibit A), and release before affixing my signature below and warrant that I am competent to enter into this Agreement and I fully understand the contents thereof.

Signature: _____

Date: _____

Email: _____

Printed Name: _____

Date of Birth: _____

Address: _____

Phone Number: _____

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Exhibit A

Terms and Conditions

Agency Booking Agents will post jobs available to Talent in the form of email announcements, with details of job including times, dates and locations requested by the Client, called “Casting Notice”.

Talent may bid on any job by responding to the Casting Notice. If multiple locations and/or dates are specified, talent should indicate the location(s) they wish to work and provide the dates the work will be performed. Talent is free to request dates, times, locations and rate of pay other than those posted in the Casting Notice. If Talent does not specify alternate dates, times or payment terms, the information specified in the Casting Notice will be assumed.

If Talent’s bid is accepted to perform the job, the Booking Agent will send to Talent a “Booking Confirmation” email containing the agreed-upon work location(s), date(s) and payment for the job. Once accepted by the Talent via email reply, this Booking Confirmation email will serve as a contract for the job. Any changes to the Booking Confirmation contract must be agreed to in writing between both parties.

To set up a contractor account with Agency, Talent must provide the following documents for the Agency’s files: A) a signed Independent Contractor Agreement. B) IRS form W-9. To be paid for a job, Talent must provide adequate proof that the job was performed to the client’s satisfaction (ie; store manager’s signature, client-signed timesheet, store receipts, invoice or other suitable proof). Please allow 30 days after submission of all paperwork for payment to be issued. If, after 30 days, payment is not received, please contact the Booking Agent. Copies of submitted paperwork may be requested for payment to be (re)issued.

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