

Independent Contractor Agreement Between Escort Agency and Escort

Agreement made on the _____ (*date*), between _____
(*Name of Escort*) of _____
_____ (*street address, city, county, state, zip code*), referred to herein as
Escort, and _____ (*Name of Escort Agency*), a corporation
organized and existing under the laws of the state of _____, with its principal office
located at _____
_____ (*street address, city, county, state, zip code*), referred to herein as **Agency**.

Whereas, *Agency* owns and operates an Escort Referral Business at the address set forth above, and *Agency* desires to contract with *Escort* to perform the hereinafter described services on behalf of *Agency*;

Whereas, *Escort* agrees to perform these services for *Agency* under the terms and conditions set forth in this Agreement.

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Description of Work.** The work to be performed by *Escort* includes the following:
 - A. Escorting female clients to dinner dates, functions and parties;
 - B. (*Describe other duties and responsibilities*). _____

2. **Notification of Changes.** *Escort* will notify the *Agency* immediately of any changes, whether it is personal circumstances, change of address, change of contact number or any other relevant information that *Agency* would need in order to help make assignments to *Escort*.
3. **Duration of Agreement.** Either party may terminate this Agreement at any time upon _____ (*number*) day's written notice to the other party.
4. **Warranties by Escort as to Health.**
 - A. *Escort* warrants that he is in good health and has no illnesses of any nature except the following: (*describe*) _____

_____.
 - B. For purposes of this Agreement, the term *Illness* shall include, but not be limited to the following:
 1. An abnormal process in which aspects of the social, physical, emotional, or intellectual condition and function of a person are diminished or impaired compared with that person's previous condition;
 2. A sickness or disorder.

3. A malady of either body or mind the symptoms of which may be physically unobservable.

5. Agency shall promote Escort to its clients in accordance with the present and/or future promotion policies who in turn will contact the Escort via the Agency.

6. Agency cannot guarantee the amount of clients it will be able to refer to Escort since this will depend upon the choice of Agency's clients.

7. **Compensation.** Agency will pay Escort for the work to be performed pursuant to this Agreement, according to the schedule set forth in **Exhibit A** attached hereto and made a part hereof.

8. Escort warrants and represents to Agency the following:

A. Escort is over 21 years of age.

B. Escort has not been charged or convicted of any felony or been subject to an injunction or required to pay damages relating to violence or harassment.

C. Escort is legally authorized to work in the United States and in the State of _____ (***name of state***).

9. Independent Contractor Relationship

Escort is an independent contractor and is not an employee, servant, partner or joint venturer of Agency. Agency shall determine the services to be provided by Escort, but Escort shall determine the legal means by which it accomplishes the services in accordance with this Contract. Agency is not responsible for withholding, and shall not withhold or deduct from the commissions paid to Escort FICA or taxes of any kind, unless such withholding becomes legally required. Escort is not entitled to receive the benefits which employees of Agency are entitled, and is not entitled to receive and shall not be entitled to workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of his services to Agency.

10. Liability

The work to be performed under this Agreement will be performed entirely at Escort's risk. Escort agrees to indemnify Agency for any and all liability or loss arising in any way out of the performance of this Agreement.

11. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

12. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

14. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

15. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

16. Entire Agreement

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

17. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

18. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

WITNESS our signatures as of the day and date first above stated.

(Name of Agency)

(Printed Name)

(Signature of Escort)

By: _____

(Printed Name & Office in Corporation)

(Signature of Officer)