

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is between Bluebird Property, LLC dba RH ACRES and \_\_\_\_\_ (Contractor).

1. The Contractor is engaged in the independent business 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, approval, 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.
2. Services. The Contractor agrees to provide the following Event Staffing services under this Agreement. Indicate all services the Contractor will perform.
  - a. general labor
  - b. concession sales
  - c. parking attendant
  - d. traffic control
  - e. security
  - f. entertainment services.
3. Independent Contractor. The Contractor acknowledges and agrees that the Contractor is an independent contractor and not an agent or employee of RH ACRES. The Contractor warrants that it will perform the services set forth in the Agreement consistent with RH ACRES's Policy for Independent Contractors. Further, Contractor warrants it will provide the services in this Agreement in accordance with ethical and reputable business practices and 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 RH ACRES's business interests or reputation or interferes with the independent exercise of the Contractor's judgment in the best interests of RH ACRES.
5. Payments. The Contractor understands that it will be paid by RH ACRES within 7 days after an event.
6. Taxes. RH ACRES will not withhold any federal, state, or 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 for federal or state tax purposes. 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 social security tax to be paid as required by law.
7. Benefits. The Contractor is engaged in its own independently established business and is not eligible for and shall not participate in any employee benefit plan provided by RH ACRES to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension and profit-sharing, not shall the Contractor receive any other benefit from RH ACRES except payment for its services.
8. 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 Contactor, including but not limited to performance by the Contractor of services under this Agreement.

9. Agency. The contractor has no authority to bind RH ACRES, to enter into any contract or agreements on behalf of RH ACRES, 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.
10. Indemnification. RH ACRES shall not hold responsible for any action or failure to act by the Contractor. The Contractor agrees to indemnify and hold harmless RH ACRES, 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 the Agreement, failure to properly perform any obligations under this Agreement, and for any violation of law, including but not limited to its failure to appropriately pay taxes on any monies it receives under this Agreement.
11. Confidentiality. The Contractor agrees, either during or after is performance of series under this Agreements, not to use or disclose, directly or indirectly, for any reason or in any way, other than at the express direction of RH ACRES's President or the President's designee, any proprietary or confidential information or business or trade secrets of RH ACRES or of any of RH ACRES'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 RH ACRES, or any of its customers, including but not limited to any financial or personnel matters or information of or pertaining to RH ACRES and/or any of its employees or customers.
  - b. Any proprietary products or services of any nature developed or owned by RH ACRES or any customer
  - c. Any of RH ACRES's or any of RH ACRES's customers' databases, lists or pricing or purchasing information or policies.
  - d. Any of RH ACRES's or any of RH ACRES's customers' inventions, apparatus, tools, samples, methods of doing business, processes, formulas, drawings, blueprints, photographs, video, software, trade secrets, supplies, supplier lists, personnel data and files, ideas or strategies, and cost data.
12. Company Property. Upon termination of the Contractor's relationship with RH ACRES for any reason, the Contractor agrees to promptly return all Company property, records, files, documents, materials and any other proprietary of Confidential information, and all copies of the same to RH ACRES.
13. Photography. I grant to RH ACRES, its representatives, employees and clients the right to take photographs of me and my property and use any photographs I submit in connection with the subject of "Event Staffing". I authorize RH ACRES, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that RH ACRES may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising and Web content.
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 RH ACRES for which RH ACRES would have no adequate remedy at law. Therefore, RH ACRES shall be<sup>3</sup> entitled to all equitable remedies to enforce this Agreement, including an injunction, to prevent violations of this Agreement. In the event that RH ACRES prevails in any such action, RH ACRES shall be entitled to recover its reasonable attorney's 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 the Agreement, the Contractor agrees to refrain from taking any public or private statement about RH ACRES or its officers, directors, employees, agents, assigns and successors that is disparaging, negative or malicious, or that would be injurious to RH ACRES's business or reputation, or which would, directly or indirectly, interfere with the business of RH ACRES.
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 the Agreement), immediately upon notice to the other, if such termination is because of a material breach of the Agreement by

the other party, or in the case of termination by RH ACRES, such customer of RH ACRES such as violating RH ACRES'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 RH ACRES 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. The Agreement shall be governed by and interpreted under South Carolina law.
19. Survival. The provisions of paragraphs 12 – 15 of this Agreement shall survive the termination of the business relationship between the parties.
20. 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 the Agreement shall be effective unless in writing and signed by the Contractor and a Company officer.

**CONTRACTOR**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**RH ACRES**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_