

INDEPENDENT CONTRACTOR AGREEMENT



This Independent Contractor Agreement ("**Agreement**") is entered onto the day of _____ between:

Owner: _____ located at _____
 ("**Client**")

and

Contractor: _____ located at _____ ("**Independent Contractor**")

Client and Independent Contractor may each be referred to in this Agreement as a ("**Party**") and collectively as the ("**Parties**").

1) Services

Independent Contractor shall provide the following services to Client: *Booth Model, Brand Representative, and Booth Volunteer*. In addition, the Independent Contractor shall perform such duties and tasks, or changes to the Services as may be agreed upon by the parties.

a. Compensation:

Inconsideration for Independent Contractor's performances of the Services, Client shall pay Independent Contractor.

- i. **A Set Fee:** Client shall pay Independent Contractor \$150 per day of the event worked.
- ii. **After Independent Contractor sends an invoice:** Independent Contractor will be paid immediately upon receiving Independent Contractor's invoice. Independent Contractor will submit invoices for payment at the end of service.

2) Expenses

- a. **Independent Contractor will be reimbursed:** Except as otherwise specified in this Agreement, Client shall reimburse Independent Contractor for all approved, reasonable, and necessary costs and expenses incurred. This includes: travel (both long and short-distance – flights, rideshare, car rentals, etc), room, and board expenses. Independent contractor is responsible for tracking all receipts for exemption.

3) Term and Termination

Independent Contractor's engagement with Client under this Agreement shall begin on _____.

a. Termination:

- i. **After all of the Services are complete:** The parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Client shall terminate upon the completion of the Services.
- ii. **At will:** Independent Contractor acknowledges and agrees that the engagement with Client is at will, subject to being terminated upon 7 days prior notice. In addition, this Agreement

may be terminated by contractor upon 7 days prior written notice to Client. Independent Contractor also has the right to terminate service at will without prior notice if any illicit or morally objectionable happenings occur while doing service.

- iii. **Upon termination, Independent Contractor agrees to return all of the Clients property** used in performance with the Services.

4) No Partnership or Agency

- a. **The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client.** Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client and shall not represent that it possesses any such authority.
- b. **Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans.** Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

5) Confidentiality

- a. **Confidential and Proprietary Information:** Independent Contractor will be exposed to confidential and proprietary information of the Client. "Confidential Information" means any data or information that is considered sensitive material of which is not generally known to the public, including but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, trade secrets, customer lists, customer relationships customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.
- b. **Confidentiality Obligations:** Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.
- c. **Irreparable Harm:** Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be a remedy. Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.

- d. **Rights in Confidential Information:** All Confidential Information disclosed to Independent Contractor by Client is and shall remain the sole and exclusive property of the Client and is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the confidential information in confidence and not to use or disclose the Confidential Information to any other person.

6) Ownership of Work Product

- a. **Independent Contractor has ownership:** The Parties agree that all work product, information, or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights are the sole and exclusive property of Independent Contractor. Independent Contractor grants to Client a limited, non-exclusive license to use the Work Product. The Work Product is to be used only by Client, and Client may not assign, transfer, lease or sublicense any Work Product to any person or entity without Independent Contractor's prior written consent.

7) Governing Law

- a. **The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Texas,** without regarding its conflicts of law provisions.

8) Disputes

Any dispute arising from this Agreement shall be resolved through:

- a. **Mediation, then Court Litigation:** If the dispute cannot be resolved through mediation, then the dispute will be conducted in accordance with the courts of the State of Texas. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses, including reasonable attorneys' fees and costs, incurred in connection with the action and any appeal.

9) Entire Agreement

- a. **This Agreement constitutes the entire agreement between the Parties hereto** with respect the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the Parties.

10) Amendments

- a. **No supplement, modification or amendment of this Agreement will be binding** unless executed in writing by both of the Parties.

11) Further Assurances

- a. **At the request of one Party, the other Party shall execute and deliver** such other documents and take such other actions as may be reasonably necessary to affect the terms of this Agreement.

12) Severability

- a. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Client Signature

Client Full Name

Independent Contractor Signature

Independent Contractor Full Name