

Independent Service Provider/Contractor Agreement

This agreement dated _____, between _____ (CONTRACTOR) with principal address of _____ and PressOnDemand, LLC (COMPANY) with principal address of 1030 North Mountain Avenue #438, Ontario, California 91762, sets forth that any service provider is an independent contractor utilizing the facilities of business and other locations such as customer's homes for the purpose of providing your service. It is expressly understood by both parties that this is not an employment agreement, and that _____ owns and maintains his or her own service based business.

Terms

The COMPANY will collect all fees and remit 80 percent (or more) of the total fees to the CONTRACTOR for services rendered after acknowledged completion of the service(s). No other fees and/or expenses will be paid to the CONTRACTOR without prior approval and full agreement of the COMPANY. The COMPANY will not provide fringe benefits including health insurance, paid vacation, holidays, etc. The CONTRACTOR will keep all tips acquired.

This agreement is in effect from _____ to _____. During the three month trial period, the contract may be terminated for any reason. Either party may immediately terminate the agreement, given reasonable cause, as outlined below:

1. A breach of ethical standards;
2. Violations of the terms of this agreement; or
3. Exposure by either party to liability because the other party failed adhere to the requirements of this agreement

In addition, either party shall have the right to cancel the agreement by providing written notice to the other party at least thirty days prior to a proposed termination date.

It is understood that you are an Independent Contractor and shall not be considered our agent for any purposes whatsoever, and CONTRACTOR is not granted any right or authority to assume or create any obligation or liability, expressed or implied, on behalf of the COMPANY or to bind the COMPANY in any manner or thing whatsoever.

CONTRACTOR

1. Control own hours of service within business hours of operation
2. Give a minimum of one week's notice be given for any schedule change so that customers can be notified except, of course, in the event of an emergency or illness
3. Dress attire will be professional (no blue jeans or casual shorts, T-shirts, etc.) and the provider will represent this business in a professional and competent manner at all times
4. Provide proof of professional liability insurance in amounts of at least \$2 million per incident and \$6 million aggregate and compliance with all business licensing and regulatory requirements
5. CONTRACTOR is absolutely responsible for your own equipment and all supplies as well as own transportation, performance, behavior, attitude, appearance and integrity
6. CONTRACTOR is responsible for own taxes (local, state, and federal) through a 1099 tax form at the end of every filing year; as well as your own health benefits, medical expenses, life insurance, and retirement fund
7. Hold COMPANY harmless from any liability or loss arising from services provided under this agreement
8. During and after CONTRACTOR's association with the COMPANY, CONTRACTOR will neither disclose or assist in the unauthorized disclosure of the COMPANY's confidential or proprietary information which includes, but is not limited to, trade secrets, formulas, customer data, strategies, methods, processes, machines, inventions, discoveries, computer programs and systems, and other developments, nor will CONTRACTOR use such information except as required by the COMPANY. All COMPANY materials (electronic or otherwise) will be returned to the COMPANY upon termination.

COMPANY

1. Incorporate services within overall business marketing plans and promote those services
2. Maintain its state of the art computer systems
3. Maintain a staff of sales personnel responsible for developing and maintaining client accounts
4. Cost-free training shall be provided by invitation only. All CONTRACTORS acting on behalf of the COMPANY may be selected for additional training on the basis of their weekly evaluations. CONTRACTORS are rated on promptness, professional presentation, appearance, conduct, and proficiency
5. Conduct record keeping, filing, record updating, and scheduling on behalf of the CONTRACTOR
6. Conduct billing and bookkeeping, maintain accounts payable and accounts receivable, and provide the CONTRACTOR with 1099 tax forms

The following paragraph refers to all clientele generated through the COMPANY. This does not exclude you (CONTRACTOR) from working anywhere, with anyone as long as these practices do not violate the following contractual clause. CONTRACTOR will never solicit (while this Independent Contractor Agreement is in effect or at any other time following the termination of this Agreement with the COMPANY) a client(s), their referrals or contacts; or allow himself/herself to be put in an opportunistic situation in which the COMPANY could lose the client (s) or their potential business; or even their referrals. CONTRACTOR hereby acknowledges this policy applies not just for himself/herself, but for anyone whom CONTRACTOR may associate with, inside or outside the COMPANY. There will never be any favors exchanged between CONTRACTOR and a client, for personal gain or profit; there will always be a "professional distance" between CONTRACTOR and the COMPANY's clientele. CONTRACTOR hereby fully and clearly recognizes the clientele and their referrals or contacts, as being the sole property of the COMPANY. Furthermore, should CONTRACTOR ever violate this policy, the COMPANY is absolutely entitled to any and all factual financial loss and/or projected financial loss or damages. Furthermore, CONTRACTOR hereby acknowledges the consequences of legal prosecution (i.e., Lawsuit, etc.) and agrees to be responsible for any legal costs that may be incurred as a result of CONTRACTOR's breach of this Agreement.

The parties agree that any unresolved disputes about the terms or enforcement of this agreement shall be resolved through arbitration. The non-prevailing party shall be responsible for paying all arbitration costs, unless the arbitrator finds partially for both parties, in which all the parties shall each be responsible for half the costs of arbitration.

This constitutes the entire agreement between the parties and replaces any and all prior verbal or written agreements. Should any part of this agreement be considered unenforceable by a court of competent jurisdiction, the remainder of the agreement remains in force. This agreement shall be governed by the laws of the state of California.

Please indicate your agreement to the foregoing terms by signing below.

Independent Contractor –

_____ (please print name)

_____ (signature)

Date: ____/____/____

Company Representative –

_____ (please print name)

_____ (signature)

Date: ____/____/____