INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____, by and between _____, "The Company", and _____"The Contractor".

1. DESCRIPTION OF SERVICES. Beginning on _____, The Contractor_ will provide the following services (collectively, the "Services"):
_____
_____

2. PAYMENT FOR SERVICES. The Company will pay compensation to The Contractor for the Services in the amount of $_____. This compensation shall be payable as follows:
_____.

3. TERM/TERMINATION. This Agreement shall terminate automatically on _____.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that The Contractor is an independent contractor with respect to _____, and not an employee of The Company. The Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of The Contractor.

5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by The Contractor in connection with the Services shall be the exclusive property of The Company. Upon request, The Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of _____ to the Work Product.

6. CONFIDENTIALITY. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to The Company. The Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, The Contractor will return to The Company all records, notes, documentation and other items that were used, created, or controlled by The Contractor during the term of this Agreement.

7. INJURIES. The Contractor acknowledges his/her/their obligation to obtain appropriate insurance coverage for the benefit of The Contractor (and The Contractor's employees, if any).

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The Contractor waives any rights to recovery from The Company for any injuries that The Contractor (and/or The Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of The Contractor or The Contractor's employees.

8. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless The Company from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The Company that result from the acts or omissions of The Contractor or the Contractor's employees, if any, and The Contractor's agents.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of _____.

PARTY CONTRACTING SERVICES:

_____

By: _____

_____

SERVICE PROVIDER:

_____

By: _____

_____