



## INDEPENDENT CONTRACTOR AGREEMENT

Between

LUCKY 415 MARKETING & PROMOTIONS, (“LUCKY 415”)

And

(Your Name Here)\_\_\_\_\_

(Your address here)\_\_\_\_\_

### The Parties

This Independent Contractor Agreement is a legal agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the client, Lucky 415 Marketing & Promotions, Inc. (hereinafter referred to as “Lucky 415”) with its principal place of business at 148 Cooper River Dr., Mt Pleasant, SC 29464, and independent contractor \_\_\_\_\_ (hereinafter referred to as “Contractor”) an individual with a principal place of business at \_\_\_\_\_ (Your address)

BY TYPING YOUR NAME AT THE BOTTOM OF THIS AGREEMENT CONTRACTOR HEREBY EXPRESSLY AGREES AND CONSENTS TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS MODIFIED FROM TIME TO TIME BY COMPANY, AND ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT CONTRACTOR IS AT LEAST EIGHTEEN (18) YEARS OF AGE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT TYPE YOUR NAME AT THE BOTTOM OF THIS AGREEMENT.

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Lucky 415 as his employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to Lucky 415’s employees including worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, disability, workers’ compensation or other insurance, as well as licenses and permits usual or

necessary for performing the Services necessary under this Agreement.

## **Purpose**

Contractor is known to be a brand ambassador and as such Lucky 415 desires to retain Contractor for purposes of doing promotional work. So long as Contractor is under contract with Lucky 415 to be working as a promotional person, he will be deemed an Independent Contractor.

## **Duties for Contractor**

Contractor agrees to make himself available for purposes of performance under this Agreement. Contractor customarily performs freelance services for marketing and other agencies and agrees to render such services for Lucky 415 on a non-exclusive basis. Contractor's performance of such responsibilities as may from time to time be specified by Lucky 415. All contractor services will be subject to Lucky 415's final approval and will be performed in accordance with Lucky 415's standards, but Contractor will direct the details and means by which the services are accomplished.

Contractor further agrees to seek direction under this Agreement from, submit work to and otherwise report to **Lucky 415, llc**, (hereinafter referred to as "**Lucky 415** ").

Contractor represents that Contractor has the qualifications and ability to perform services of a promotional brand ambassador in a professional manner. Contractor understands that in the course of providing services, they are representing Lucky 415 and Lucky 415's clients to the general public.

Contractor understands that (a) Punctuality is a must. If Contractor is late for an assignment, Contractor understands that s/he may be back-charged one hour of his/her fee or dismissed from the booking completely. Contractor agrees to arrive a minimum of fifteen (15) minutes prior to the scheduled start time. If Contractor cancels with less than 72 hours notice and has not notified Lucky 415, has not replaced him/herself with a qualified person approved by Lucky 415, and/or is a no-show to a job, Contractor shall be charged with a \$75.00 cancellation fee. If Contractor cancels with less than 24 hours notice and has not notified Lucky 415, has not replaced him/herself with a qualified person approved by Lucky 415, or is a no-show to a job, Contractor shall be charged with a \$125.00 cancellation fee. Cancellations via e-mail are NOT acceptable. Contractor must contact Lucky 415 by telephone to cancel. (b) Contractor is expected to present themselves in a professional manner. (c) If Lucky 415's client wishes to change Contractor's work schedule, Contractor shall call Lucky 415 for approval. (d) At any Lucky 415 event, Contractor shall not be under the influence of, use, possess, distribute, sell, condone, sanction or aid the illegal use or possession of alcoholic beverages, or illicit or controlled drugs for which the person has no valid prescription. Contractor further shall not, at any Lucky 415 event, use, possess, or distribute or sell drug paraphernalia; or misuse legitimate prescription or over-the-counter drugs. The symptoms or influence may be, but are not limited to slurred speech

or difficulty maintaining balance. Lucky 415 reserves the right to send the Contractor home from an event without pay and terminate this contract if Contractor arrives at the event while under the influence of drugs or alcohol, or becomes intoxicated while at the event. Contractor agrees not to use tobacco products during their scheduled work shift, unless on their break in a private area, not wearing branded merchandise.

### **Duties for Lucky 415**

Lucky 415 agrees that for purposes of acceptance of Contractor's performance under this Agreement, its sole representatives shall be the President, Lucky 415, llc, or such other employee(s) or person(s) or entities the Company so designates.

Lucky 415 further agrees to allow Contractor access to whatever records, files, or personnel reasonably deemed by the Company or Contractor to be necessary in order to allow Contractor to perform his duties under this Agreement, in accordance with Lucky 415's Confidentiality Agreement.

### **Fees & Taxes**

In consideration of Contractor's performance of his duties under this Agreement, Lucky 415 agrees to pay fees to Contractor at an agreed upon hourly rate. These fees may be delivered to Contractor personally or by first class mail, but only after Lucky 415 has received payment from its client. Contractor can expect to wait at least 2-3 weeks to receive a paycheck for a specific event. Contractor is responsible for paying all expenses associated with any program responsibly. Expenses include but are not limited to tolls, parking, gas, and ticket violations. It is agreed and understood that Contractor has begun performance of his duties and this Agreement will remain in force and effect until terminated pursuant to the terms stated in Article 9.

Contractor shall pay, when and as due, any and all taxes incurred as a result of fees received by Lucky 415, including estimated taxes, and shall provide Lucky 415 with proof of payment on demand.

Contractor may represent, perform services for, or be employed by any additional persons, or companies as he sees fit. Only Contractor is authorized to perform the services required under this Agreement.

As an independent contractor, Contractor agrees to assume exclusive liability for any and all taxes, assessments, levies or fines which may be paid or deemed owed by Contractor, as a result of performance of this Agreement.

The Independent Contractor will not be hired directly with the client for 2 years after the event

date is over.

The Independent Contractor will not contact the client directly about payment: If a contractor contacts the client directly about payment then payment will be forfeited by Lucky 415. Please only contact Lucky 415 about payment.

### **Confidentiality, No Conflict of Interest, Proprietary Information Agreement**

This Agreement is confidential and shall not be transferred, communicated or delivered to a third party, without the express prior written authorization of Lucky 415 and Contractor.

During the entirety of this Agreement, Contractor will not accept work, enter into a contract, or accept an obligation that is inconsistent or incompatible with Contractor's obligations to Lucky 415. Contractor warrants and represents that, to the best of Contractor's knowledge, there is no other contract or duty on Contractor's part which conflicts with or is inconsistent with this Agreement. Simultaneous with the execution of this agreement, Contractor agrees to execute a proprietary information agreement to protect against use or disclosure of confidential information of the Company.

### **Ownership of Materials**

Lucky 415 retains and reserves all rights of ownership and use of the final products and any facsimile of such product. Contractor shall not make use of the final product or any portion thereof without the expressed prior written authorization of Lucky 415, including but not limited to, client advertising, client list, and product advertising.

### **Use of Lucky 415 Name**

Contractor shall not use the name, insignia, or any facsimile of Lucky 415 material for any purpose, including but not limited to advertising, client list, or references, without the express prior authorization of Lucky 415.

### **Termination**

During the term of the Agreement, either party may terminate the agreement by providing thirty (30) days advance written notice to the other party without cause. If Contractor materially breaches this agreement, Lucky 415 will no longer be responsible for providing Contractor payment. A material breach includes, but is not limited, violations of law or covenants contained in any signed documentation between Contractor and Lucky 415, including this Agreement. If Lucky 415 suffers any loss due to the conduct and/or actions of Contractor, Contractor must reimburse and pay Lucky 415 for all losses incurred due to Contractor's breach within two weeks of receiving written notification of breach from Lucky 415. Losses include but are not

limited to Contractor submitting false time sheets, cancellation by Contractor without notice to Lucky415, substitution of Contractor with another person without obtaining Lucky415's approval, direct contact with client of Lucky 415, and drug/alcohol usage. Contractor is not entitled to any compensation relating to the termination of this agreement, including unemployment insurance.

This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; or (c) death or permanent disability of either party; (d) material breach of any term or condition of this Agreement.

### **Indemnification; Limitation of Liability**

(a) Indemnification. Contractor shall defend, indemnify and hold harmless Lucky 415 and its clients (collectively, the "Indemnified Parties"), from and against all claims, demands, suits, losses, damages, costs, awards, judgments and expenses (including the costs of investigation and defense and reasonable attorneys' fees), regardless of the form of action, including, without limitation, those based on, arising out of or relating to: (i) Contractor's breach or alleged breach of this Agreement; and (ii) Contractor's non-payment of any federal, state or local withholdings or taxes, social security, unemployment, workers' compensation or disability insurance. Contractor shall promptly reimburse Lucky 415 and the Indemnified Parties for any liabilities incurred in connection with any such claims.

(b) Limitation of Liability IN NO CASE SHALL LUCKY 415 OR ITS RELATED PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF PROFIT, USE OR OTHER ECONOMIC ADVANTAGE), WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY. LUCKY 415'S AND ITS RELATED PARTIES' TOTAL LIABILITY BASED UPON, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE GREATER OF (I) THE AGREED UPON AMOUNTS PAID OR PAYABLE TO CONTRACTOR UNDER THIS AGREEMENT, OR (II) TEN DOLLARS (U.S. \$10.00). CONTRACTOR ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS REFLECT A FAIR ALLOCATION OF RISK AND THAT LUCKY 415 WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY, AND CONTRACTOR AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES AGREE THAT THE LIABILITY OF COMPANY AND ITS RELATED PARTIES SHALL BE

LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH JURISDICTION.

## **Merger**

This Agreement and the Proprietary Information Agreement memorializes the full terms and conditions of the agreement between the undersigned parties. All previous Agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby

## **Standard Photo Release Form**

In consideration of my engagement as a brand ambassador, upon the terms herewith stated, I hereby give to **Lucky 415 Marketing & Promotions** permission:

a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any printed material in connection therewith.

c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

d) I hereby release, discharge and agree to save harmless Lucky 415 Marketing and Promotions from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

**Governing Law and Good Faith**

This Agreement shall be performed and construed under the laws of the State of South Carolina without regard to its conflicts of laws provisions. Any legal dispute between Contractor and LUCKY 415 Marketing and Promotions shall be litigated in the Common Pleas Court for the County of Charleston.

CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, AS WELL AS RECEIVED AND READ THE BRAND AMBASSADOR GUIDELINES AND AGREES TO ALL ITS TERMS AND CONDITIONS.

The Contractor executing this Agreement must sign directly below. This Agreement will not be "signed" in the sense of a traditional paper document. Rather, the Contractor shall enter alpha characters corresponding to his/her first and last name in the signature block below. Company does not determine or pre-approve what the entry should be, but simply presumes, and Contractor hereby represents and warrants, that this specific entry has been adopted to serve the function of Contractor's electronic signature and signifies Contractor's assent to and acceptance of all of the terms and conditions of this Agreement. The signature should consist of the signatory's first and last name, e.g. John Doe.

Your name here)

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Social Security Number