

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_ is by and between EFFECTTECH LLC., a Colorado corporation (the "Corporation") and \_\_\_\_\_ (the "Contractor"). The Corporation desires to avail itself of the Contractor's experience and expertise and the Contractor desires to perform those services under the terms and conditions of this Agreement. The parties enter into this Agreement to set forth their mutual promises and understandings.

### **ARTICLE I - DUTIES AND RESPONSIBILITIES**

Section 1.1 Retention. The Corporation retains the Contractor to perform the following tasks: ACTING and the Contractor accepts such retention. The Contractor shall have no powers other than as provided under this Agreement.

Section 1.2 Duties and Responsibilities. The Contractor is retained subject to the terms and conditions of this Agreement to perform all services and duties set forth above as a subcontractor for the Corporation. The Contractor agrees to devote his best efforts and sufficient time and energy necessary to diligently accomplish his duties. The Contractor agrees to provide as necessary, its personnel to perform the duties assigned to him by the Corporation. The Contractor agrees to make its personnel available at all such times to the Corporation.

Section 1.3 Relationship of Parties. The parties intend that the Contractor be an independent contractor. The Contractor is acting for and on its own behalf in the performance of any and all of his obligations under this Agreement, and not as an employee, partner, joint-venturer, or associate of the Corporation. The Contractor shall not hold himself out as an employee of the Corporation. Any agent, employee, or servant of the Contractor shall not be considered to be the agent, employee, or servant of the Corporation. Benefits provided by the Corporation to any of its employees, including, but not limited to, compensation insurance and unemployment insurance, are not available from the Corporation to the Contractor, his agents, employees, or servants.

Section 1.4 Supervision. The Contractor shall have the authority to control, direct, and supervise the performance of the details of the work. The Contractor shall exercise its own judgment as to the time and manner in which it may render the services to be performed under this Agreement. The Corporation is interested only in the results achieved. The work shall therefore meet with the Corporation's general approval and shall be subject to the Corporation's general right of supervision to secure the satisfactory completion of the work. The Contractor shall have the sole right to designate, direct and supervise the individuals within its employ who are to perform the services to be provided by the Contractor pursuant to the terms of this Agreement.

Section 1.5 Compliance with Law. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now or may in the future become applicable to it, its business, and its personnel, including, but not limited to, all income tax and withholding laws, rules and regulations.

### **ARTICLE II - COMPENSATION**

In consideration for performance of this Agreement, the Corporation shall pay the Contractor as set forth on Exhibit "A". The Contractor agrees that such sum shall be full compensation for services performed under this Agreement. Said compensation shall be paid in gross amount, free of withholdings. Contractor by its signature affixed below indicates its understanding that it is solely responsible for the payment of any taxes and withholdings incurred as a result of compensation received during the relationship which is the subject of this Agreement. Since this is a seasonal business, payment for contract shall be made after completion of all work. Payment shall be made to each contractor by the 10th of November, 2011.

### **ARTICLE III - TERM AND TERMINATION**

Section 3.1 Term. This Agreement shall be for the period commencing September 30, 2011 through October 31, 2011, subject, however, to termination during such period, as provided in this Article.

Section 3.2 Termination. Corporation reserves the right to terminate contractor at any time for any reason with regard to contractor's performance of work. Contractor acknowledges that this is an entertainment and is subject to the companies' preferences and taste.

### **ARTICLE IV - LIABILITY**

The Contractor shall take all precautions necessary or appropriate and shall be responsible for the safe performance of the work under this Agreement and shall maintain all lights, signs, or other protection necessary or appropriate for that purpose. All work shall be done at the Contractor's risk. The Corporation shall not be responsible any loss or damage resulting from any cause. Contractor shall at its sole expense be responsible for any loss of or damage to any equipment, materials, tools, or other articles used or held for use in connection with the work.

### **ARTICLE V - INSURANCE**

The Contractor agrees to maintain such insurance as will fully protect both the Corporation and the Contractor from any and all claims made by anyone whomsoever under any workman's compensation act or employers' liability laws arising from operations carried on under this Agreement, either by the Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Upon request by the Corporation, the Contractor shall carry, for the duration of this Agreement, public liability insurance in an amount acceptable to the Corporation to protect the Corporation from any and all claims of whatsoever kind or nature for the damage to property or for the injury to person, including death. The contractor agrees to provide the Corporation, upon request, with certificates evidencing the required coverage.

## ARTICLE VI - INDEMNIFICATION

The Contractor shall indemnify the Corporation against, and hold it harmless from, any loss, liability, damage, expense, claim or action based upon or arising out of the damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement, or based upon any violation or alleged violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions, including reasonable attorney's fees. The Contractor shall also indemnify the Corporation against all liability and loss in connection with, and shall assume all responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to the Contractor's employees, agents or servants engaged in performance of this Agreement.

## ARTICLE VII - RESTRICTIVE COVENANT

Section 7.1 Contractor Shall Not Disclose Information. The Contractor recognizes and acknowledges that technical information, project information, development techniques, lists of customers and other information of the Corporation is highly confidential and the sole property of the Corporation. The Contractor shall not, during or after the term of this Agreement, disclose the list of the Corporation's clients or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever. Further, all files, and all records therein, shall be the property of the Corporation and the Contractor shall not remove these files, or any records therein, upon the termination of this Agreement.

Section 7.2 Breach of this Article. In the event of a breach or threatened breach by the Contractor of the provisions of this Article, the Corporation shall be entitled to an injunction restraining the Contractor from disclosing, in whole or in part, confidential information or documentation of the Corporation, association, or other entity to whom such list, in whole or in part, has been disclosed or is threatened to be disclosed, or to whom such services are prohibited by this restrictive covenant. Nothing herein shall be construed as prohibiting the Corporation from pursuing any other remedies available to the Corporation for such breach or threatened breach, including the recovery of damages.

Section 7.3 Knowledge and Consent. The Contractor has found this restrictive covenant to be reasonable because of the nature of his retention and his customer contacts, and has freely agreed to this covenant, for full consideration, and with full knowledge of its consequences.

## ARTICLE VIII - GENERAL MATTERS

Section 8.1. Colorado Law. It is the intention of the parties hereto that this Agreement and its performance hereunder be construed in accordance with and pursuant to the laws of the State of Colorado and that, in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Colorado shall be applicable and shall govern to the exclusion of any forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Section 8.2. No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving partner. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 8.3. Amendment. This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes, signed by all of the parties.

Section 8.4 Assignment. This Agreement may not be assigned in whole or in part by either party, except with the prior written consent of the other party.

Section 8.5 Construction. Throughout this Agreement the singular shall include the plural, and the plural shall include the singular, and the masculine and neuter shall include the feminine, wherever the context so requires. This Agreement shall be construed as a whole in accordance with its intent, and neither strictly for nor strictly against either party.

Section 8.6. Text to Control. The headings of articles and sections are included solely for convenience of reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

Section 8.7 Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not effect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provision never had been inserted in the Agreement.

Section 8.8. Survival. All representations, warranties and agreements made by the parties hereto in this Agreement shall survive the execution, delivery and termination hereof.

Section 8.9. Confidentiality. Any and all information submitted by either party to the other shall be kept strictly confidential and in the event this transaction is not consummated for any reason, any such information shall remain confidential and any documentation, including books, records, accounting reports, tax returns and financial statements shall be immediately returned to the proper party.

## ARTICLE IX - ADDITIONAL PROVISIONS

Contractor understands that strict compliance with all the rules and regulations of Effectech Inc. is a requirement for this particular endeavor. The parties hereby execute this Agreement on the day and year first written above.

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Effectech Inc., a Colorado Corporation

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Contractor