

INDEPENDENT CONTRACTOR AGREEMENT H AND S PHOTOGRAPHY FUNDRAISING

This Agreement is entered into as of the _____ day of _____, 20____, between H and S Photography Fundraising (“the Company”) and _____ (“the Contractor” aka “the Fundraiser Representative” and “the Fundraiser Rep”).

1. **Fundraiser Representative.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Fundraiser Representative as an independent contractor to perform the set forth herein, and the Contractor hereby accepts such engagement.
2. **Duties, Term and Compensation.** The Fundraiser Rep’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the details previously provided by the Company for the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time.
3. **Written Reports.** The Company may request that list of church contacts and marketing techniques provided on a weekly basis. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.
4. **Confidentiality.** The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the

prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

5. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.
6. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.
7. **Merger.** This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
8. **Termination.** The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this

Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

9. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
10. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.
11. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. **Choice of Law.** The laws of the state of [Pennsylvania] shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
13. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in [Montgomery County, Pennsylvania] in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
14. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
15. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
16. **Assignment.** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.
17. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other

communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:
If to the Contractor:

If to the Company: H and S Photography Fundraising
 P.O. Box 618
 Conshohocken, PA 19428

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

18. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
19. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
20. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

H and S Photography Fundraising

[contractor's name]

By: _____
Its: Owner

By: _____

SCHEDULE A
DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will contact and book a Hand S photography fundraiser for churches, organizations and/or schools. [He or she] will report directly to Karen and to any other party designated by Karen in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through 60 days or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

A. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor

- \$100 (One hundred dollars) per church fundraiser photographed when we shoot 30-100 different family sittings. (minimum of 30 photographed)
- \$1 (one dollar) per family photographed. Singles do not apply towards sittings or bonuses.
- \$1.50 (One dollar and fifty cents) per family for sittings between 100-150
- \$2 (Two dollars) per family photographed for sittings between 151-200 or more

Such compensation shall be payable within 10 days after photography event date supported by reasonable documentation.