



Independent Contractor Agreement

Crew Connection, Inc.

Effective 1/1/11 to 12/31/12

This Agreement is made between Crew Connection, Inc. (hereinafter "CCI") with a principal place of business at 24928 Genesee Trail Road, Golden CO 80401 and _____ ("Contractor"), with a principal place of business at _____, and is restricted to work performed by Contractor for ("Recipient").

WHEREAS, Contractor provides services to the general public in an independent capacity;

WHEREAS, Company is in the business of brokering the services of independent contractors to third parties; and

WHEREAS, Contractor desires to utilize the services of Company for the location and brokering of work to be performed by Contractor;

1. Scope of Services

Contractor agrees, pursuant to the terms herein, to provide specialized services as an independent contractor directly to the third party direct recipient of those services ("Recipient"), who has engaged CCI to locate and place contractors suitable to Recipient's requirements. The Scope of Services and Recipient are further defined on the project-specific Crew Connection Crew Agreement, which is made a part hereof. CCI agrees to act as an intermediary between Contractor and Recipient by evaluating contractors' equipment and qualifications, referring Contractor for assignment and further evaluation, and to negotiate the financial arrangements between the parties.

2. Termination

Contractor services under this Agreement will begin and terminate pursuant to the period covered by the Crew Connection Crew Agreement and any renewals or extensions thereof. Contractor may not voluntarily terminate its services under this Agreement before the end of the assignment without the consent of Recipient.

If Contractor does not complete the assignment, then Contractor shall be liable to CCI for all damages incurred, including lost fees, commissions, or other compensation for the duration of the assignment.

3. Contractor Representations

Contractor represents that all information provided by it, including, but not limited to, the resumé, interview, and references are true, accurate, and complete; Contractor is not restricted by any employment or other contractor agreement; it has all skills and training necessary to perform the services required by this Agreement; and Contractor has and maintains books and records that reflect items of income and expenses of its trade or business and offers its services to third parties. Contractor makes these representations with the knowledge that CCI and Recipient will rely on the representations. In addition to any other remedies CCI may have, it may terminate this Agreement in the event of any misstatement or misrepresentation.

4. Payment Terms

Payment for project services will be made in accordance with the Crew Connection Crew Agreement. Contractor will not be entitled to any other compensation or benefits for work on the assignment. Contractor will maintain accurate records of its personnel's time spent on the assignment. Contractor shall invoice CCI for its services performed as set forth in the Crew Connection Crew Agreement. Contractor acknowledges and agrees that he is not an employee entitled to wages or benefits and that Company and Recipient shall not be responsible to make or remit any payroll deductions, such as FICA, workers' compensation, or state unemployment insurance, or to provide any benefits such as vacation or holidays, pension, disability, or retirement benefits.

5. Expenses

No travel, living, training, entertainment, or other costs will be billed by or paid to Contractor unless otherwise agreed. Contractor shall provide its own tools, equipment, or other materials to Contractor.

6. Confidentiality

The term "Information" includes, but is not limited to: programs and related documentation; specifications, drawings, models, technical and business data and plans; works of authorship and other creative works; and ideas, knowledge and know-how; written, printed, graphic or electronically recorded materials; business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information. Information may be transmitted in writing, other tangible form or orally.

Any information furnished to Contractor while working under this Agreement or that Contractor otherwise comes into contact with shall be considered to be confidential or proprietary. Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information except to the extent necessary to perform services on CCI's behalf.

Upon termination of Contractor's services, or at CCI's request, Contractor shall deliver to CCI all materials in Contractor's possession relating to the Services under this Agreement.

7. Intellectual Property Ownership

Any and all ideas, inventions, documents, data, programs and/or other materials developed or produced by Contractor in the performance of this Agreement are and shall be the sole and exclusive property of Recipient, and Recipient shall have the right to use the Work Product for any purpose without any additional compensation to Contractor. Contractor shall not make any Work Product available to any third party or use any Work Product for the benefit of any third party without the prior written consent of Recipient.

If Contractor incorporates elements from pre-existing commercial off-the-shelf computer programs or proprietary computer, audio, visual, or audiovisual programs owned by third parties, in the production of Work Product, Contractor shall obtain at its own expense any and all licenses, releases or permission have been obtained.

To the extent that the work performed by Contractor under this Agreement (Contractor's Work) includes any work of Authorship entitled to protection under the copyright laws, the parties agree to the following provisions.

- Contractor's Work has been specially ordered and commissioned by Recipient as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act.
- Contractor's Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
- Recipient shall be the sole author of Contractor's Work and any work embodying the Contractor's Work according to the United States Copyright Act.
- To the extent that Contractor's Work is not properly characterized as a work made for hire, Contractor grants to Recipient all right, title and interest in Contractor's Work, including all copyright rights, in perpetuity and throughout the world.

- Contractor shall help prepare any papers Recipient considers necessary to secure any copyrights, patents, trademarks or intellectual property rights at no charge to Recipient. However, Recipient shall reimburse Contractor for reasonable out-of-pocket expenses incurred.
- Contractor agrees not to use any of the intellectual property mentioned above for the benefit of any other party without Recipient's prior written permission.

8. Moral Rights Waiver

Contractor waives any and all moral rights or any similar rights in the work created or developed by Contractor under this Agreement (Work Product) and agrees not to institute, support, maintain or permit any action or lawsuit on the grounds that Recipient's use of the Work Product:

- constitutes an infringement of any moral right or any similar right
- is in any way a defamation or mutilation of the Work Product
- damages Contractor's reputation, or
- contains unauthorized variations, alterations, changes or translations of the Work Product.

9. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, CCI's or Recipient's employees. In its capacity as an independent contractor, Contractor agrees and represents, and CCI agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Recipient in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by CCI to devote full time to the performance of the services required by this Agreement.

10. Permits and Licenses

Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

11. Work Rules and Right of Access

Contractor, while on the business premises of Recipient or third party, shall comply with all work rules, regulations and standards for security. If Contractor is given access, whether on-site or through remote facilities, to any computer or electronic data storage system in order for Contractor to perform the Services under this Agreement, Contractor shall limit access and use solely to perform Services under this Agreement and shall not access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to perform the Services under this Agreement. All user identification numbers and passwords disclosed to Contractor and any information obtained by Contractor as a result of Contractor's access to and use of computer and electronic data storage systems shall be deemed, and shall be treated as Confidential Information under Section 6.

12. State and Federal Taxes

CCI will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide CCI with proof that such payments have been made.

13. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of CCI or Recipient.

14. Workers' Compensation

CCI shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide CCI with a certificate of workers' compensation insurance before the employees begin the work.

15. Unemployment Compensation

CCI shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

16. Contractor's Insurance

CCI shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor shall indemnify and hold CCI and Recipient harmless from any loss or liability arising from performing services under this Agreement.

Contractor shall waive its rights of subrogation against CCI and Recipient for Workers' Compensation claims, as permitted by law.

17. Warranties and Representations

Contractor warrants and represents that:

- Contractor is free to enter into this Agreement
- the work created or developed by Contractor under this Agreement (Work Product) shall be original or all necessary permissions and releases obtained and paid for, and
- Contractor's Work Product shall not infringe upon any copyright or other proprietary right of any other person or entity.
- Contractor agrees to indemnify CCI for loss, liability or expense resulting from actual breach of these Warranties.

18. Term of Agreement

This agreement will become effective when signed by both parties and shall continue in effect until July 15, 2010 unless earlier terminated or extended. This Agreement shall be automatically terminated at the end of the term unless renewed by the mutual written agreement of the parties.

19. Terminating the Agreement

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

20. Exclusive Agreement

This is the entire Agreement between Contractor and CCI.

21. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

22. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Jefferson County, Colorado. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Jefferson County, Colorado. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

23. Applicable Law

This Agreement will be governed by the laws of the State of Colorado.

23.5. Forum Selection Clause: Any and all disputes arising out of or related to this Agreement or the rights and obligations of the parties hereto shall be litigated in the courts of the State of Colorado or the federal courts in the State of Colorado and not in any other place.

24. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient’s address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

25. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on CCI's behalf.

26. Assignment

Contractor may not assign or subcontract any rights or obligations under this Agreement without CCI's prior written approval.

Signatures

CCI: *The Crew Connection, Inc.*

Contractor: *[Name of Contractor]* _____

By: _____

By: _____

Signature

Signature

Typed or Printed Name: Heidi McLean

Typed or Printed Name: _____

Title: President

Title: _____

Date: _____

Taxpayer ID (FEIN) Number: _____

Date: _____