

# **BLAMMO Productions, Inc.**

## **Independent Contractor Agreement**

This Independent Contractor Agreement ("Agreement") is made and entered into in California, by and between BLAMMO Productions, Inc. ("BLAMMO" or "Company"), a California Corporation having its principal place of business at 4118 Via Candidiz #120, San Diego, CA 92130 and \_\_\_\_\_, an Independent Contractor ("Independent Contractor"). Independent Contractor shall be identified as follows:

Name: \_\_\_\_\_

Type of Entity: \_\_\_\_\_

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ LLC

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Social Security or Employer Identification Number: \_\_\_\_\_

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

### **1. Work to be Performed**

BLAMMO desires that Independent Contractor perform, and Independent Contractor agrees to perform, technical audio visual work and any set/strike tasks required for the completion of each specified project, and on an as needed basis.

### **2. Term of Agreement**

The Services called for under this agreement shall commence on \_\_\_\_\_, 20\_\_\_\_, and remain in force indefinitely, or until terminated as set forth in section 9 below.

### **3. Independent Contractor Status**

A. It is expressly understood by the parties that Independent Contractor is an independent contractor in the performance of each and every part of this Agreement and that nothing in this Agreement is intended, or shall be

construed, to denote or designate Independent Contractor as the employee, agent partner, or joint venture of BLAMMO. Further, although BLAMMO will communicate to Independent Contractor the scope of each specified project and the desired outcome of Independent Contractor's work on such project, the parties understand and agree that nothing in this Agreement constitutes the exercise by BLAMMO of control or direction over the manner or method by which Independent Contractor performs the services which are the subject of this Agreement. BLAMMO is interested only in the results obtained by Independent Contractor under this Agreement; the manner, means and method of conducting the work and obtaining such results are under the sole control of Independent Contractor. BLAMMO reserves the right to accept or reject, in whole or in part, the work product provided by Independent Contractor.

**B.** The Parties expressly understand and agree that, as an independent contractor, Independent Contractor is free to set Independent Contractor schedule and work hours within the scope of each project. It is further understood and agreed that Independent Contractor shall be solely responsible for any employees or agents whom Independent Contractor hires to assist Independent Contractor (and whom Independent Contractor agrees are not the employees or agents of BLAMMO), and that neither Independent Contractor nor Independent Contractor employees or agents shall utilize BLAMMO's offices, equipment or supplies in performance of this Agreement except as specifically detailed in this paragraph. Independent Contractor agrees that Independent Contractor is responsible for transporting and supplying, at Independent Contractor own expense, any necessary specialized equipment and tools necessary for Independent Contractor use in the performance of this Agreement, with the exception of the audio visual equipment required for each project. Further, the parties understand and agree that Independent Contractor is free to provide Independent Contractor services to other businesses while performing services for BLAMMO.

**C.** Independent Contractor shall have no right, power or authority in any way to bind BLAMMO to the fulfillment of any condition, contract or obligation, or to create any liability binding on BLAMMO.

**D.** Independent Contractor understands that Independent Contractor is an independent contractor and, as such, neither Independent Contractor nor any dependent or any other individual claiming through Independent Contractor will be eligible to participate in, or receive benefits under, any of the employee benefit plans, programs or arrangements maintained by BLAMMO (collectively, the "Plans"), and hereby waives irrevocably any and all rights to participate in, or receive benefits under any of the Plans. Independent Contractor further understands and agrees that none of Independent Contractor employees or agents will be eligible for any benefits under the Plans.

#### **4. Technical Direction**

A. Independent Contractor shall have all necessary skills and expertise to perform work under this Agreement. To the limited extent that any technical direction is necessary, such technical direction shall be given only by the Project Manager or the Company designee.

#### **5. Terms of Payment**

A. BLAMMO shall pay Independent Contractor according to the following terms and conditions:

1. Fees for services must be agreed to prior to the start of each project.
2. Independent Contractor will submit invoices to BLAMMO for each project completed by Independent Contractor.
3. Invoices will be based on a predetermined and agreed upon project and/or daily rate.
4. The invoice format must follow BLAMMO's standard specifications.
5. Invoices must be submitted within five business days from the close of the specific project. BLAMMO reserves the right to not pay any invoices received later than 90 days following the close of the specific project.

#### **6. Reimbursement of Expenses**

A. BLAMMO shall not be liable to Independent Contractor for any expenses paid or incurred by Independent Contractor unless otherwise agreed to in writing.

#### **7. Taxes and Other Incidents of Employment**

A. Neither federal, state or local income tax nor payroll tax of any kind shall be withheld or paid by BLAMMO on behalf of Independent Contractor or the employee with respect to the services performed hereunder for federal, state or local tax purposes.

B. Independent Contractor understands that Independent Contractor is solely responsible for all incidents of employment for himself/herself/itself and Independent Contractor employees and agents, including, but not limited to, withholding and payment of all federal and state income and payroll taxes, unemployment insurance, social security, Medicare taxes and any other legally required payments on sums received from BLAMMO.

#### **8. Independent Contractor's Responsibility for Insurance, Including Workers' Compensation**

A. Independent Contractor acknowledges that BLAMMO does not maintain any comprehensive general liability, workers' compensation or other insurance on behalf of Independent Contractor or employees of Independent Contractor, and that it is the sole responsibility of Independent Contractor to

obtain and keep in force such insurance as required by law or, where not required by law, as Independent Contractor deems appropriate. Independent Contractor assumes all risks in connection with the adequacy of any and all such insurance that Independent Contractor elects to obtain.

**9. Indemnification and Hold Harmless by Independent Contractor.**

A. Independent Contract further acknowledges and agrees that it will do nothing to harm BLAMMO and/or its clients, and in the event any claims by any person or entity brought against BLAMMO relating in any way to the work performed by Independent Contractor, Independent Contractor agrees to indemnify and hold BLAMMO harmless. Independent Contract further agrees and understands that it is responsible for its own employees and will indemnify and hold BLAMMO harmless from any claims brought against BLAMMO by Independent Contractor and its employees or anyone else brought in by Independent Contractor to perform work on Independent Contractor's behalf under this Agreement.

**10. Termination of Agreement**

A. BLAMMO may terminate this Agreement without notice in the event that Independent Contractor breaches any material provision of this Agreement or Independent Contractor otherwise acts in a manner that is materially harmful to the business interests or reputation of the Company. BLAMMO or Independent Contractor may terminate this Agreement at any time, upon the giving of thirty (30) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when delivered personally or when sent by first-class mail addressed to the other party at the addresses set forth in this Agreement. BLAMMO shall not be liable for, nor shall Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**11. Assignability**

A. This agreement shall not be transferred or assigned, in whole or in part, by Independent Contractor without the prior written consent of BLAMMO.

**12. Severability**

A. The parties have fully negotiated all of the provisions of this Agreement. In the event there is litigation involving this Agreement and the court concludes that certain provisions may be unenforceable for whatever reason, the court shall have the authority to modify such provisions to make said provisions enforceable, if possible, within the bounds of the parties' original intent. Further, the unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the other provisions.

**13. Choice of Law**

A. This Agreement, including but not limited to, any dispute under this

Agreement and work performed by Independent Contractor under this agreement shall be construed and enforced under and be governed in all respects by the laws of the State of California, without regard to the conflict of laws or principles thereof.

#### **14. Waiver**

**A.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

#### **15. Agreement**

**A.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, if any, between the parties with respect to the services to be provided by Independent Contractor to BLAMMO and all matters related thereto. The Agreement may be supplemented, amended or revised only in a writing signed by Independent Contractor and a duly authorized representative of BLAMMO.

#### **16. Confidential Information and Non-Solicitation**

**A.** Independent Contractor recognizes that during the course of performing work under this Agreement, Independent Contractor may acquire knowledge of confidential and proprietary information or trade secrets of BLAMMO or a client of BLAMMO, including, but not limited to client contact information ("Confidential Information"). Independent Contractor agrees to keep all such Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for Independent Contractor own benefit or for the benefit of another, either during or after the term of this Agreement, any such Confidential Information unless authorized a duly authorized representative of BLAMMO. Upon termination of this Agreement, Independent Contractor shall deliver all records, data, information and other documents containing Confidential Information that were produced or acquired during the performance of this Agreement, and all copies thereof, to BLAMMO. Such material is and shall remain the property of BLAMMO, except as noted elsewhere in this Section.

**B.** This obligation of confidentiality shall not apply with respect to information (a) that Independent Contractor can conclusively demonstrate with documentary evidence is generally known to, and available for use by, the public other than as a result of the breach of this Agreement or any other agreement pursuant to which Independent Contractor owes any duty of confidentiality to BLAMMO or a client of BLAMMO ("Client"); (b) that is required to be disclosed pursuant to applicable law or an order of a court of competent jurisdiction (but only to the extent of such required disclosure); or (c) that Independent Contractor reasonably determines is necessary to be

disclosed in order for Independent Contractor to perform Independent Contractor obligations and/or enforce Independent Contractor rights against BLAMMO under this Agreement (but only to the extent necessary to perform such obligations or enforce such rights). If Independent Contractor becomes compelled by applicable law or an order of a court of competent jurisdiction to disclose any Confidential Information, Independent Contractor will provide the Company with prompt written notice of such requirement so that the Company may seek a protective order or other remedy with respect to such compelled disclosure. If such a protective order or other remedy is not obtained by or is not available to BLAMMO, Independent Contractor will ensure that only the minimum portion of such Confidential Information that is legally required to be disclosed is so disclosed, and Independent Contractor will use all reasonable efforts to obtain assurances that confidential treatment will be given to such Confidential Information.

**C.** Unless otherwise agreed to in writing, Confidential Information includes, but is not limited to, software, source code, software summaries, software design, program logic, flow charts, program listings, functional specifications, logical models, user guides, operator guides, installation guides, and other supporting or programming materials, designs, reports, manuals, documents, patterns, specifications, data or other technical or proprietary information, client information, business and marketing strategies, personnel information, and any equipment or material of every description furnished to Independent Contractor for a Client.

**D.** Any Confidential Information furnished to Independent Contractor by a Client is and shall remain property of the Client. Independent Contractor shall not substitute any of BLAMMO other property for the Client's property except in rendering services under this Agreement. While such Client property is under the management or control of Independent Contractor, Independent Contractor shall be responsible for any damage to such property. If requested by the Client as a condition of service, Independent Contractor may be required to sign a separate confidentiality waiver.

**E.** Independent Contractor recognizes that BLAMMO invests substantial time, money and other resources attracting and retaining employees and clients. Independent Contractor agrees and covenants that for a period of twelve (12) months following termination of this Agreement he will not (without first obtaining the written permission of Company) directly or indirectly participate in the solicitation of any business of any type conducted by Company during the period of Independent Contractor's employment with Company from any person or entity which was a client or customer of Company during the period of Independent Contractor's employment with Company, or was a prospective customer of Company from which Independent Contractor (or employees under Independent Contractor's supervision) solicited business or for which a proposal for submission was prepared during the period of Independent Contractor's employment with Company. Independent Contractor agrees that for a period of twelve (12) months following termination of this Agreement, Independent Contractor will

not solicit or recruit any BLAMMO clients to terminate its contractual or business relationship with BLAMMO. Independent Contractor further agrees that it will not assist any competitor of BLAMMO in soliciting any BLAMMO clients for a period of twelve (12) months following termination of this contract, or during the term of this agreement. Independent Contractor will remain responsible for resulting damages from such prohibited solicitation.

**F.** Independent Contractor agrees and covenants that for a period of twelve (12) months following termination of this Agreement, he will not (without first obtaining the written permission of Company) directly or indirectly, recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who is then an employee of Company.

### **17. Legal Action**

**A.** Independent Contractor acknowledges that full compliance with the terms of this Agreement is necessary to protect the business and goodwill of BLAMMO and that a breach of this Agreement will irreparably and continually harm BLAMMO, for which money damages may not be adequate. Consequently, Independent Contractor agrees that in the event of a breach of any material term of this Agreement, or a threatened breach thereof, BLAMMO will be entitled to both (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) monetary damages insofar as they can be determined. If BLAMMO successfully institutes legal action to enforce its rights under this Agreement, BLAMMO shall be entitled to recover from Independent Contractor BLAMMO's costs and reasonable attorneys' fees incurred in the enforcement of its rights. Nothing in this Section shall be construed to prohibit BLAMMO from also pursuing any other remedy. BLAMMO and Independent Contractor having agreed that all remedies are cumulative.

### **18. Security Regulations**

**A.** Independent Contractor shall comply with all applicable security regulations of BLAMMO.

### **19. Headings**

**A.** The headings in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Independent Contractor

BLAMMO Productions, Inc.

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Title (if applicable)