

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made this ____ day of _____, 20__ by and
between _____ (hereinafter "Corporation") whose address is
_____ and _____
_____, whose address is _____
_____ hereinafter "Contractor").

SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for Corporation:

PLACE OF PERFORMANCE

The work described above shall be performed at:

TIME PERIOD

Contractor agrees to commence work as soon as practical and complete all work by
_____, 20__. Contractor agrees to subtract \$_____ per day for each day
the work is not completed as liquidated damages and not as a penalty from the total bill of services
performed.

PAYMENT FOR SERVICES

Contractor shall be paid as follows:

SUPERVISION

Corporation shall not supervise or directly control the work of Contractor. Corporation does reserve the right, from time to time, to inspect the work being performed to determine whether it is being performed in a good and "workmanlike" manner. Contractor shall have the ultimate authority to determine the hours of work, the length of workdays, the means and methods of performance of the work, and Corporation shall not interfere in this regard.

MATERIALS

Contractor will obtain and provide all necessary materials for the services described above at his own expense.

INVOICES

Contractor agrees to provide Corporation with written invoices for all work performed.

SUBCONTRACTORS OR ASSISTANTS

Contractor may, in his discretion and at his own expense, employ such assistants or subcontractors as may be necessary for the performance of work. Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, workers compensation insurance required by law for assistants or subcontractors. Said assistants or subcontractors will not be paid or supervised by Corporation.

EQUIPMENT

Contractor agrees to provide his own equipment or tools for the work to be performed.

INSURANCE

Contractor agrees to provide his own workman's compensation and liability insurance for work performed, naming Corporation as additional insured. In the event that Contractor does not maintain insurance, he shall defend and indemnify Corporation for all lawsuits, accidents or claims arising out of his work, or the work of his assistants or subcontractors.

INDEPENDENT CONTRACTOR

Contractor agrees that he is completely independent from Corporation and is not an employee of Corporation. Contractor warrants that he may, and in fact does work for other individuals and/or entities.

Contractor

Corporation

by: