

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made as of this _____, (the "Effective Date") by and between 5-04U LLC located at 1102 Surrey Lane Bldg. 200 Flower Mound, TX 75022 ("Client") and _____ located at _____ ("Independent Contractor"). Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. Independent Contractor shall provide the following services to Client (the "Services"): Provide law enforcement visibility with marked car & lights in lane closures for highway construction in the State of Texas. Your Point Of Contact (POC) at the job site will inform you of your duty and positions.. In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation. In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor TBD PER JOB per hour. 5-04U LLC shall pay each independent contractor every two weeks via Direct Deposit.

3. Expenses. All costs and expenses incurred by Independent Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Independent Contractor.

4. Term and Termination. Independent Contractor's engagement with Client under this Agreement shall commence on _____. Independent Contractor acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, upon five (5) days prior written notice to Independent Contractor. In addition, this Agreement may be terminated by Independent Contractor upon ten (10) days prior written notice to Client. At the time of termination, Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

5. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

6. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services

under this Agreement and any resulting intellectual property rights (collectively, the “Work Product”) are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a “work made for hire” within the definition of Section 101 of the Copyright Act of 1976, as amended, (the “Copyright Act”) and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a “work made for hire” under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor’s rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

7. Insurance. For the term of this Agreement, Independent Contractor shall obtain and maintain a policy of insurance, with appropriate and adequate coverage and limits, to cover any claims for bodily injury, property damage or other losses which might arise out of any negligent act or omission committed by Independent Contractor or Independent Contractor’s employees or agents, if any, in connection with the performance of the Services under this Agreement.

8. Non-Solicit. Independent Contractor agrees and covenants that for a period of twelve (12) months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Client in favor of Independent Contractor or another business directly or indirectly in competition with Client.

9. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client’s guidelines and specifications and with the standard of care prevailing in the industry.

11. Indemnification. The Independent Contractor shall indemnify and hold harmless Client from any damages, claims, liabilities, loss and expenses, including reasonable attorney’s fees, arising out of any act or omission of Independent Contractor in performing the Services or the breach of any provision of this Agreement by Independent Contractor.

12. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Texas, without regarding its conflicts of law provisions.

13. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

14. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Parties and their respective successors and permitted assigns.

15. Assignment. The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred or sold without the prior written consent of Client.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

17. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

18. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

19. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

20. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

21. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

_____ Client Signature	5-04U LLC _____ Client Full Name
_____ Independent Contractor Signature	_____ Independent Contractor Full Name

GENERAL INSTRUCTIONS

An Independent Contractor Agreement is often used when an individual or business is hired to complete a specific project or task on a short term basis. In contrast, an employee needed to help with general business matters and on a more permanent basis.

An Independent Contractor Agreement generally addresses the following basics:

- Who is being hired and by whom
- What kind of services will be provided
- When the relationship will begin and end
- Why the independent contractor is not an employee for legal or practical purposes
- How the independent contractor will be paid

WHAT IS AN INDEPENDENT CONTRACTOR AGREEMENT?

An Independent Contractor Agreement is a written contract between two parties for a specific service or project. One person or company is hiring another to help on a short term task. Unlike an employment agreement, an Independent Contractor Agreement clearly spells out why the party being hired is not an employee for legal and tax purposes.

A simple Independent Contractor Agreement usually addresses the following basic elements:

- Hiring Client: person or entity in need of special services
- Independent Contractor: person or entity hired for a project or task
- Services: specific description of task to be performed or work product to be delivered
- Compensation: how much and often the independent contractor will be paid
- Effective Date: when the Agreement begins and the job starts
- Termination: whether the hiring client can end the relationship at any time (i.e. "at will" contract) and how many days written notice is needed beforehand
- Fringe Benefits: the independent contractor cannot participate in any of the hiring client's employee pension, health, vacation pay, sick pay, or unemployment benefits

- Assistants: the independent contractor can hire their own assistants but will be responsible for their assistants' expenses like Social Security taxes and Medicare

WHEN IS IT NEEDED

You need an Independent Contractor Agreement whenever you hire a person or business to perform a specific task with a clear start and end date. As the name suggests, an independent contractor has more control or autonomy over how to complete a project. Further, an independent contractor often has a unique set of skills or owns equipment needed for the assigned project or task.

Without an independent contractor agreement, the hiring client risks being treated as an employer in the eyes of the law and the IRS. Instead, an independent contractor agreement explicitly establishes that the person or entity is not an employee.

Here are some of the possible consequences that could be prevented:

Financially Responsible for:

- overtime pay
- unemployment benefits
- Medicare and Social Security taxes
- penalties for not having the proper work or business permits or licenses

Legally Responsible for:

- work injuries suffered on the job
- any damages caused while performing the task
- defending lawsuits about unlawful discrimination

OTHER NAMES

As a reference, an Independent Contractor Agreement is called by other names:

- Client/Service Freelancer Agreement
- Company Contractor Agreement
- Contract with Independent Contractor
- Contractor Agreement
- Contract Labor Form
- Freelancer Agreement
- Freelancer Contractor Agreement
- Independent Consultant Agreement