



SEAS

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INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the date first written on the last page of this Agreement by and between SEAS Productions or “SEAS” (the “Company”) and the undersigned independent contractor (“Consultant”) [The Company and Consultant are referred to as “party,” individually, and “parties,” collectively, sometimes herein]. The Company desires to retain Consultant as an independent contractor to perform services for the Company and Consultant is willing to perform such services for the Company according to the provisions set forth herein below. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Description of Services.** Consultant shall perform the services set forth on the last page of this Agreement (the “Services”) for the Company under the title set forth on the last page of this Agreement, if any. Consultant shall also provide such additional services as specifically requested by Company’s executive officers and/or board of directors. Consultant represents that Consultant has the qualifications, the experience, and the ability to properly perform the Services. The parties agree that Consultant shall work on a regular OR “as needed basis” as exclusively prescribed by the Company as set forth on the last page of this Agreement assisting the Company as described herein.

2. **Fees.** As consideration for the Services to be performed by Consultant, and for other obligations of Consultant, the Company shall pay to Consultant the amount set forth on the last page of this Agreement. Amounts payable pursuant to this paragraph and the Agreement shall be paid by the Company according to the basis set forth on the last page of this Agreement. As additional consideration for the Services to be performed by Consultant, the Company shall provide Consultant with such support facilities and space as may be required in the Company’s sole judgment to enable Consultant to properly perform the Services. The parties agree that the above-described monetary consideration shall be the entire compensation paid to Consultant under this Agreement and Consultant shall not be entitled to receive any other amounts other than those expressed herein. However, if the Consultant does not arrive on time to perform the Services previously agreed on by both parties for any particular job, then the Consultant forfeits the right to any such minimum guaranty that would have applied. Furthermore, if the Company determines the Consultant to be negligent in his or her use of Company equipment (including vehicles), the Company has the right to withhold Consultant’s pay at its sole discretion.

3. **Term and Termination.** Consultant shall serve as a consultant to the Company commencing on the date set forth on the last page of this Agreement. There shall be no specific term of this Agreement. Either party may terminate this Agreement at any time for any reason by providing the other party fifteen

(15) days prior written notice of such termination.

4. **Independent Contractor; Taxes.** It is the express intention of the parties that Consultant is an independent contractor and not an employee of the Company. Nothing in this Agreement shall in any way be construed to establish Consultant as an agent, employee or representative of the Company, nor is the arrangement between the parties intended in any way to constitute a partnership, joint venture or collaboration of any kind for the purpose of sharing ownership in common. Consultant has no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written consent of the Company; and each party shall be separately and entirely liable for their own taxes, debts, liabilities, and responsibilities in all respects. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant from the Company under this Agreement; and Consultant understands that Consultant (and not the Company) shall be responsible for Consultant’s own federal, state, local or foreign tax liabilities, as well as any other consequences, tax or otherwise, that may arise as a result of the transactions contemplated by this Agreement, including, but not limited to, compliance with all applicable labor and employment requirements with respect to Consultant’s form of business organization and Consultant’s partners, agents, and employees, state worker’s compensation insurance coverage requirements, and any United States immigration visa requirements. Consultant shall also be responsible for preparing and submitting to Company a valid Internal Revenue Services (“IRS”) Form W-9 (Request for Taxpayer Identification Number and Certification) upon the commencement of this Agreement for Company’s proper tax records.

5. **Benefits.** Consultant acknowledges and agrees that Consultant (and Consultant’s employees) will not be eligible for any Company employee benefits and, to the extent Consultant (or Consultant’s employees) otherwise would be eligible for any Company employee benefits, but for the express terms of this Agreement, Consultant (on behalf of Consultant’s self and Consultant’s employees) hereby expressly

declines to participate in such Company employee benefits.

6. **Conflicting Obligations.** Consultant certifies that Consultant has no outstanding agreements or obligations that are in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof; and Consultant further certifies that Consultant will not enter into any such conflicting agreement during the term of this Agreement. In particular, Consultant agrees that Consultant (and Consultant's employees who render the Services on behalf of Consultant) shall not provide services of any nature to any direct or indirect competitor of the Company. If Consultant is considering providing services to an entity and Consultant is uncertain as to whether or not the entity is a direct or indirect competitor of the Company, then Consultant shall not accept such an engagement without the prior written consent of the Company, which shall not be unreasonably withheld. Consultant represents and warrants that Consultant's performance of all the provisions of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement.

7. **Reimbursement of Business Expenses.** If applicable, the Company shall pay or reimburse Consultant for reasonable out-of-pocket expenses incurred by Consultant in the furtherance of or in connection with the performance of Consultant's duties hereunder in accordance with the Company's established policies. Consultant shall submit all such expenses in a form prescribed by the Company. Consultant shall be responsible for all travel expenses incurred in connection with this Agreement; provided, however, if travel is performed pursuant to the Company's specific request, the Company shall reimburse Consultant for all reasonable properly documented travel expenses.

8. **Warranties by Consultant.** Consultant warrants and represents that:

- (a) the Services shall be performed in a good and professional manner;
- (b) Consultant shall at all times under this Agreement comply with the Company's policies and procedures as made known and administered by the Company;
- (c) Consultant shall not violate or infringe upon any third party rights, including but not limited to property, contract, employment, trade secret, confidential and proprietary information, or any trademark, copyright or patent rights; and
- (d) Consultant shall not violate any applicable federal, state or local laws, rules or

regulations in the performance the Services under this Agreement.

9. **Indemnification by Consultant.** Consultant shall indemnify and hold the Company and its officers, employees, and agents harmless from any and all claims, liability, damages, losses and expenses arising from:

(a) any personal injury (or death) or damage of any property arising out of or relating in any way to any act or omission by Consultant in the performance of the Services under this Agreement;

(b) any taxes or other payments owed by Consultant to any governmental agency as a result of the Services provided hereunder, any compensation owed to any employee or subcontractor of Consultant the Services provided hereunder, or any determination that Consultant is not an independent contractor; and

(c) any claim by a third party that the work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party.

10. **Indemnification by the Company.** The Company shall indemnify and hold Consultant and Consultant's officers, employees and agents harmless from any and all claims, liability, damages, losses and expenses arising from:

(a) any personal injury (or death) or damage of any property arising out of or relating in any way to any act or omission by the Company in connection with this Agreement.

11. **Confidentiality.** In the course of Consultant's performance of the Services hereunder, Consultant may have access to confidential and proprietary information and materials of the Company or its clients or customers ("Confidential Information"). Confidential Information includes, but is not limited to, information related to past, present or future research, development or business affairs, any proprietary products, materials or methodologies, or any other information which provides the Company or its clients or customers with a competitive advantage. Confidential Information shall be used by Consultant only in conjunction with the performance the Services hereunder and shall not be disclosed to any third party with the prior written consent of the Company. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information. Upon any termination of this Agreement, Consultant shall return all Confidential Information to the Company. This paragraph shall survive termination of this Agreement. Consultant understands and acknowledges that the Company may sustain

irreparable injury if Consultant violates this paragraph; and in order to limit or prevent such irreparable injury, the Company shall have the right to enforce this provision by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

12. **No Solicitation.** Consultant agrees that for the period of Consultant's engagement by the Company under this Agreement and for one (1) year after the date Consultant's engagement ends for any reason, Consultant shall not, either directly or through others, (i) solicit or attempt to solicit any employee of the Company to end his or her relationship with the Company; and (ii) solicit any consultant, contractor, or client or customer of the Company, with whom Consultant had contact or whose identity Consultant learned as a result of Consultant's engagement with the Company to diminish or materially alter its relationship with the Company. The parties agree that for purposes of this Agreement, a customer is any person or entity to which the Company has provided goods or services at any time during the period commencing six (6) months prior to Consultant's engagement with the Company and ending on the date Consultant's engagement with the Company ends. At the present time, the Company engages in the solicitation, setup, breakdown, and operation of special events audio and lighting services and other related services. The parties understand that the scope and nature of Consultant's activities and services, and the Company's business, products or services, may change as the Company develops. The parties agree that the scope of this provision will change to cover any changes in Consultant's activities or services, as well as any changes in the Company's business, products or services, during Consultant's engagement.

13. **Notices.** Any notice under this Agreement may be given by electronic mail ("Email") or by regular mail. If notice is given by Email and the noticed Party does not provide acknowledgment of receipt of such Email notice within seventy (72) hours of original transmission, the noticing Party shall provide subsequent notice by sending a copy of said Email notice by regular United States first-class mail, with postage prepaid—at which time such notice shall be deemed given after forty-eight (48) hours of deposit with the United States post office. If notice is given by regular mail, notice shall be sent by United States first-class mail and notice shall be deemed given after five (5) days of deposit with the United States post office. Notices shall be sent to the Email and/or

regular mailing addresses listed on the last page of this Agreement.

14. **Force Majeure.** The Company's obligations under this Agreement shall be extended by a period equal to any period of force majeure (circumstance beyond the control of the Company) that prevents the Company from performing such obligations.

15. **No Transfer or Assignment.** Consultant cannot transfer or assign this Agreement or any of Consultant's rights hereunder without the prior written permission and consent of the Company, which the parties agree can be granted or withheld in the Company's sole discretion without recourse of any kind from Consultant due to the personal service nature of the Services performed hereunder by Consultant.

16. **Binding Effect.** This Agreement shall be binding upon the parties' heirs, successors, and/or assignees in the same manner the parties are bound by this Agreement.

17. **Severability.** If one or more of the provisions, subsections or sentences contained in this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, the parties agree to first renegotiate such provision, subsection or sentence in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, subsection or sentence then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. Further, if any one or more of the provisions contained in this Agreement are, for any reason, held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

18. **Attorneys' Fees.** In the event that it becomes necessary for any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection with such enforcement.

19. **Governing Law; Legal Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties agree that the courts having venue in the county of the principal place of business of the Company or its successors or assigns, shall have complete jurisdiction over all claims, controversies, and/or legal actions or dispute that may arise from this

Agreement. The parties hereby waive all other venues to which each may be entitled.

20. **Entire Agreement.** The parties agree that there are no other agreements or understandings between them with respect to the subject matter of this Agreement. This Agreement shall supersede all prior agreements, oral or written (if any), between the parties and is intended to serve as a complete and exclusive statement of the business relationship between them. This Agreement and its executions have not been induced by any reliance, representation, stipulation, warranty, agreement, or understanding of any kind other than those expressed herein. No change or modification of this Agreement shall be valid unless the same is done in writing and signed by the Parties.

21. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING

THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

22. **Miscellaneous Provisions.** The headings contained in this Agreement are for convenience purposes only and are not determinative nor are they to be considered in construction of the provisions hereunder. This Agreement may be executed in counterparts, by way of facsimile, Email or otherwise, with the same effect as if all original signatures were placed on one document and all of which together shall be one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have *completed the below information* and have *carefully read, understand, and executed* this Agreement as of the date first written below:

Paragraph 1 Information	
<i>Description of Services:</i>	
<i>Consultant's Title (if any):</i>	<i>Consultant shall work (complete/check only one box):</i> <input type="checkbox"/> _____ days a week OR <input type="checkbox"/> on an "as need basis"
Paragraph 2 Information	
<i>Fees to be Paid:</i>	<i>Basis:</i> <input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly OR <input type="checkbox"/> Per Event
Consultant is required to prepare and submit to Company regular invoices in order to receive payment of fees under this Agreement.	
Paragraph 3 Information	
<i>Commencement Date:</i>	
SIGNATURES	
CONSULTANT: Company (if any): _____ Signed By: _____ Printed Name: _____ Title (if any): _____ Address: _____ _____ _____	SEAS Productions Signed By: _____ Printed Name: _____ Title (if any): _____ Address: 445 Enterprise Street San Marcos, CA 92078
DATED: _____	DATED: _____