



## Emerald Beacon

### Independent Contractor Agreement

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between Emerald Beacon, a Utah limited liability company; and (contractor name)

\_\_\_\_\_ , a *single/married* (circle one) individual residing at (address): \_\_\_\_\_

\_\_\_\_\_, agrees to work as an independent contractor for Emerald Beacon, LLC in the State of Utah.

**References.** From this point on, \_\_\_\_\_ (contractor name) shall be referred to as "Independent Contractor" or "Contractor" and Emerald Beacon, LLC shall be referred to as "Company" or "EMBCN".

**Insurance Liabilities.** Contractor agrees to provide his or her own workers compensation insurance, and assumes full risk of not providing Contractor with workers compensation insurance if Contractor should choose not to obtain insurance. Contractor releases EMBCN from all liabilities associated with personal injury and workers compensation claims. EMBCN will not be providing any insurance or any kind for Contractor and Contractor acknowledges and agrees to take full responsibility for his or her actions in this regard.

**Tax Liabilities.** Contractor understands that EMBCN will not be withholding any kind of taxes from Contractor's pay. As an independent contractor, Contractor understands that Contractor will be responsible for paying Self Employment Tax as well as any other income taxes to the respective states and the Federal Government.

**Dates and Hours.** Contractor will begin work for EMBCN on \_\_\_\_\_, 2020. Upon the termination of the contract by either party residual incomes will be paid out through the end of the current month. Contractor further agrees to work a minimum of 30 hours per week in addition to attending all mandatory meetings, including but not limited to the weekly 9 AM meetings Mon and Tue. If these hours and expectations are not met, qualification for bonuses, incentive prizes, and back end payments may be forfeited at the owner's discretion.

**Laws.** EMBCN also requires Contractor to obey all laws and regulations while working and performing actions for the company. If any laws are broken during the time in which the Contractor is working for the company, EMBCN shall have full rights to terminate this agreement/employment and shall not be liable for the Contractor's behaviors, mistakes, or any other thing related to breaking the law.

**Sales Policies.** EMBCN will also set policies for the sales that will be performed. If any customer is misinformed by Contractor in any way, the Contractor will not be paid for the contract sold. If the pricing policies are not met, the Contractor will not be paid for the contract sold. Pricing policies will be posted visibly and will be common knowledge. If the customer is 30 days past due on payments, the Contractor will not be paid for the contract sold. If the customer cancels for any reason, the Contractor will cease being paid for said customer contract. It is also inherently understood that the Contractor, upon signing this contract, is

legally and lawfully bound to fulfill all duties as EMBCN sees fit to prepare, train, and work throughout the time of employment with EMBCN. It is further understood that upon signing this contract, the signee will not work for or affiliate with other Marketing/Advertising companies throughout the time of employment with EMBCN.

**Cell Phones.** Contractor must provide and pay for personal cell phones which may be used for work purposes. Contractor agrees not to seek reimbursement or compensation from EMBCN for use of personal cell phones.

**Transportation.** Contractor is responsible for his or her own transportation. If Contractor does not have transportation. Contractor agrees not to seek reimbursement or compensation from EMBCN for gas or use of personal vehicles.

**Incentives.** At the sole discretion of the Company, EMBCN may offer incentives to be paid when they are fully earned within the time frame. The Contractor shall not be entitled to a certain dollar amount of incentives. These are earned by reaching the goals set forth by EMBCN. If the Contractor does not qualify or meet the goals as outlined by EMBCN, he or she will not be paid for the incentive. Incentives are separate and different from commissions.

**Pay.** All independent contractors will receive a percentage of the overall revenue produced from their sales. This percentage shall be outlined in the "Commission" portion of this contract.

**Commission.** EMBCN agrees to pay the contractor for their upfront payment no later than two weeks after each account was serviced. Upfront payment will be 30% for each account assuming a minimum of \$1500.00 is charged to the client for initial service, and a minimum service term of 3 months, plus a 5% residual backend commission. Upfront payment will be 40% for each account assuming a minimum of \$2500.00 is charged to the client for initial service, and a minimum service term of 3 months, plus an 8% residual backend commission. Upfront payment will be 50% for each account assuming a minimum of \$5000.00 is charged to the client for initial service, and a minimum service term of 3 months, plus a 10% residual backend payment. To calculate total commissions owed for backend payments, EMBCN will review all the Contractor's accounts at the end of each month to determine if each is in good standing. If account is 30 days or more past due or client has cancelled before the end of the service agreement, that contract will be considered a canceled account. If contractor leaves, final residual payments will be paid through the end of the month of termination.

**Payment Schedule.** Residual Payments will be paid at the end of each month based on the contacts closed the previous month. Residual Payments will be paid no sooner than thirty (30) days and no later than thirty-five (35) days following the close of a contract. Upfront payments will be paid out every two weeks for contracts closed and paid those two weeks prior.

**Non-Compete.** Contractor agrees not to compete against EMBCN for a period of 2 years after the Contractor's employment has been terminated for any reason. Contractor agrees that doing so would cause damage to EMBCN, and as such, is cause for legal action against the Contractor. The Contractor shall not sell any kind of service or provide any kind of training to any other company who provides any type of service or product that is the same or similar to services offered by EMBCN. Contractor agrees to not have any contact of any kind with any customer after Contractor's employment has been terminated by either party. Contractor agrees to not do anything that would injure the reputation or wellbeing of EMBCN.

**Protected Materials.** The Contractor agrees that the materials EMBCN shall provide for the training shall be considered property of EMBCN. Once the employment has expired, these materials shall not be used by the contractor. The Contractor agrees not to make copies of these materials unless written consent is given. The Contractor agrees that all techniques and training materials are considered either physical or intellectual property of EMBCN. If the

Contractor breaks these stipulations, EMBCN shall be allowed to take legal action to recover such property. If the Contractor gives such property to any other company, ENBCN shall be allowed to take legal action. The Contractor agrees this will cause a great damage to the Company and as such, the Contractor agrees to pay for any damage caused by such an action. Protected materials include but are not limited to: EMBCN Training Manuals, Training DVDs, Training Audio, Training Techniques, Online Resources, Contracts, or any other item or idea that would give any other company a competitive advantage.

**Interpretation and Enforcement.** This Contract constitutes the entire understanding and contract between the parties with respect to its subject matter, and there are no promises or understandings between the parties other than those contained in this Contract. This Contract may not be amended or modified, nor any provision waived, except by a signed written contract by the parties. This Contract shall be governed by the laws of Texas. In the event that any provision of this Contract is found to be null, void, or unenforceable, all remaining provisions shall remain intact and be enforceable to the maximum extent allowed by law. The Company reserves the right to release Contractor for any reason.

**Litigation and Attorneys' Fees.** In the event of any litigation under this Contract to enforce or interpret any provisions hereof or rights arising under this Contract, the losing party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

**Review Prior to Execution.** Contractor hereby acknowledges that he or she has read and fully understood the terms of this Contract and their effect, has had ample opportunity to consult with an attorney as deemed advisable or desirable, and is entering into this Contract voluntarily and of his or her own free will.

Addendum: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed below on the date first written above.

**Emerald Beacon, LLC Representative**

Print name: \_\_\_\_\_

Sign name: \_\_\_\_\_

Title: \_\_\_\_\_

**Contractor**

Print name: \_\_\_\_\_

Sign name: \_\_\_\_\_

### **Basic Information**

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

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

City, State, Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Driver's License #: \_\_\_\_\_

Auto Insurance Company: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_