

# Independent Contract Agreement

## Parties

**This Independent Contractor Agreement** ( the Agreement) is made and entered between **Ferrara Business Services**, (herein referred to as “Company”), and **[name of Independent Contractor]** hereafter referred to as “Contractor”.

Whereas, Company is engaged in the business of Accounting, Bookkeeping, Tax Preparation, Payroll Services, Management advisory services, Paralegal Services, Notary Public, Computer and Software training and support, network support, Financial Planing, Internet consulting, web design, Ecommerce and hosting, and other related services, and the Contractor is willing to performe some specific services under Company direction, supervising and licencing, and it is the Company desire to contract with Contractor for these specific services as herein provide for, and whereas Contractor is willing to furnish such services, now and therefore, in consideration of the mutual covenants and conditions hereafter stated it is hereby agreed by and between Contractor and Company that for and during the term hereafter stated, Company shall adhere to and perform said provisions and Contractor will perform such services herein stated for and in behalf of Company, subject to the following terms and conditions:

## Services to be performed by Contractor

Contractor shall perform the following services for the Company (the “Work”):

1. Promoting and marketing Company services to hire new clients.
2. To assist “Clients” referred by Company.
3. To gather “clients documents for processing and returning them back to “Clients” when necessary.
4. To keep all documents in a safe place for and after processing.
5. Input all document transactions in a computerized system in accordance with Company method and as instructed by Company.
6. To contact Company for any questions which may arise.
7. To process bookkeeping, accounting and tax preparation services for Company’s clients.

Contractor enters into this agreement, and will remain throughout the term of this agreement as an independent contractor. Contractor agrees that Contractor is not and will not become an employee, partner, agent, or principal of Company while this Agreement is in effect. Contractor is not entitled to the rights or benefits afforded to Company’s’s employees, including disability or unemployment insurance, worker’s compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing at Contractors own expense, disability, unemployment, worker’s compensation, and other insurance, training, permits, and licenses for Contractor and for Contractor’s employees and subcontractors if any. Company and Contractor intend to create, by this agreement, the relationship of an independent contractor and not an employer-employee relationship. Nothing contained in this agreement shall be deemed to create an agency, joint venture, partnership, or other legal relationship except that of principal and independent contractor. Contractor shall not be treated as an

employee with respect to such services for purposes of The Federal Insurance Contributions Act, The Social Security Act, The Federal Unemployment Act, and Income Tax Withholding. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Company for services in this agreement. Contractor agrees to indemnify Company for any claims, costs, losses, fees, penalties, interest or damages suffered by Company resulting from Contractor's failure or negligence to comply with this or any other provisions in this agreement.

Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Company shall not control, direct or supervise Contractor's employees or subcontractors in the performance of those services, however no employee or subcontractor shall be hired or admitted without signed contract abiding by the same terms and obligations as herein stated, and with Company knowledge and acceptance.

### **Reporting**

Contractor shall report to Renato S. Ferrara. Contractor shall provide a weekly written report to the Company on his progress on assignments. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

### **Duties, Term, and Compensation.**

The Contractor's compensation and provisions for payment thereof shall be as set forth in the attached Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

All payments for services rendered, (flat fees or percentual basis) are paid monthly by Company on the first fifteen days of every month, and for the previous month.

### **Business Expenses**

It is recognized and agreed that in connection with the services to be performed for Company, Contractor maybe obligated to expend money for travel or other business expenses, including telephone expenses, rent expenses, office expenses, etc. Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold Company harmless from claims made by any entity for payment for such expenses incurred.

### **Confidentiality & Ownership**

Contractor recognizes and acknowledges that the Company possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Company relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character Contractor, or (b) information that subsequently becomes public through no act or omission of the Contractor. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or entrusted to Contractor's custody. Contractor agrees that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company.

All records of the accounts of customers, of any nature, whether existing at the time of this Agreement, procured through the efforts of Contractor, or learned by Contractor from any other source, and whether prepared by Contractor or otherwise, shall be the exclusive property of Company.

All books and records utilized by Contractor in performing Contractor's duties under this Agreement shall be immediately returned to Company by Contractor on any termination of this Agreement, whether or not any dispute exists between Company and Contractor at, regarding, and/or following the termination of this Agreement.

Contractor agrees that the names and addresses of Company's customers/clients constitute trade secrets of Company and that the sale or unauthorized use or disclosure of any of Company's trade secrets obtained by Contractor during the term of this Agreement constitutes unfair competition. Contractor agrees and promises not to engage in any unfair competition with Company. For a period of sixty (60) months immediately following the termination of this Agreement, Contractor shall not directly or indirectly make known to any person, firm or corporation the names or addresses of any of the customers of Client or any other information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit or take away any of the customers of Company on whom Contractor called on or with whom Contractor became acquainted with, or the names and addresses of which Contractor learned, saw, or became familiar or acquainted with, during the term of this Agreement, either on behalf of contractor, or for any other person, firm or corporation.

All files, records, documents, drawings, forms, specifications, equipment, and similar items relating to the business of Company or its customers/clients, whether they are prepared by Contractor or come into Contractor's possession in any other way and whether or not they contain or constitute trade secrets owned by Company, are and shall remain the exclusive property of Company and shall not be removed from premises of Company under any circumstances whatsoever without the prior written consent of Company. Contractor shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter

### **Conflicts of Interest; Non-hire Provision**

The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of sixty months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

### **Right to Injunction**

Without mutual agreement, which will not be unreasonably withheld, you shall not, for the period of six years after the termination of this Agreement or any relationship with Ferrara Business Services, directly or indirectly, compete directly or indirectly to provide similar services to applicable customers, or own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as a shareholder, director, officer, partner, principal, agent, representative, sales person, manager, consultant or otherwise with any business engaged in processing any services under this Agreement within 100 miles of the address listed above or other location you have moved to for business prior to the time of termination of this Agreement. You specifically acknowledge and agree the foregoing restrictions are reasonable and necessary to protect the legitimate interests of Ferrara Business Services. You further agree that any violation of such restrictions will result in irreparable injury to Ferrara Business Services, and that Ferrara Business Services, in addition to other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. You further agree that Ferrara Business Services shall be entitled to an equitable accounting of all earnings, profits and other benefits arising from and such breach, and further agrees to pay the reasonable legal fees and expenses incurred by Ferrara Business Services and any successor assignee thereof in enforcing the restrictions herein contained.

The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under

this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

### **Merger**

This Agreement shall not be terminated by the merger of consolidation of the Company into or with any other entity.

### **Termination**

The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

### **Insurance**

The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.

### **Successors and Assigns.**

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

### **Choice of Law**

The laws of the state of Connecticut shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

### **Arbitration**

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in [ ] in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

### **Headings**

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

## **Waiver**

Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

## **Assignment**

The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

## **Notices**

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:	[name] [street address] [city, state, zip]
If to the Company:	[name] [street address] [city, state, zip]

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

## **Modification or Amendment**

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

## **Entire Understanding**

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

## **Unenforceability of Provisions**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[company name]

[contractor's name]

By: \_\_\_\_\_  
Its: [title or position]

By: \_\_\_\_\_  
Its: [title or position]

## **SCHEDULE A**

### **DUTIES, TERM, AND COMPENSATION**

**DUTIES:** The Contractor will [describe here the work or service to be performed]. [He or she] will report directly to [name] and to any other party designated by [name] in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

**TERM:** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [date] or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

**COMPENSATION:** (Choose A or B)

A. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor at the hourly rate of [dollar amount] per hour, with total payment not to exceed [dollar amount] without prior written approval by an authorized representative of the Company. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation.

B. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor the sum of [dollar amount], to be paid [time and conditions of payment.]

