



We have our Eye on your bottom line

Independent Contractor Agreement

This Agreement is made on this day: **DAY** date: **DATE**, between LF Hill Merchandising Service. ("Company") and **YOUR NAME** ("Contractor"). In consideration of the mutual promises of the parties, Company and Contractor agree as follows:

1. *Duties.* Contractor agrees to visit all of the business establishments of the Company's clients per a list to be provided by the Company and to conduct Store resets and /or evaluations of each of those business establishments as directed. Once the project is accepted, the Contractor agrees to visit all of the establishments on the list, on schedule, without fail. The following are the requirements of the visits:
 1. The time and manner of the store reset and /or evaluations shall be performed as the Company and Company's client's direct.
 2. Contractor will at all times have appropriate ID supplied by Company and wear suitable clothing to perform specific duties for which he / she has been contracted in accordance with Company's Client specification. The Company may at its sole discretion and expense supply one shirt with company Logo and Contractors Name embroidered for use only when representing the Company on a job site. The employee may order at their own expense a shirt if Company elects not to supply one and or additional shirts at prevailing cost paid in advance.
 3. Contractor agrees that in the event of termination of this agreement, they will surrender Company ID and any shirt with company logo if paid for by company, and not to wear shirts with Company Logo at any time while representing any other Company or after termination of this agreement even if they purchased the shirt with their own funds. They may however remove Company Logo and continue to use the shirt as they see fit.
 4. As part of the Contractors duties, the Contractor shall complete all store reset responsibilities including but not limited to; Adjusting shelf heights and product to planogram, cleaning shelves. Installing fixtures and / or POP and other duties as may be required by Company and team leader if applicable. You may be required to submit reports called evaluations. These reports will typically evaluate service, quality, cleanliness, product availability and other items on which the Company's clients desire a report. Reports will be in the format requested by Company's clients and delivered to the Company.
 5. In order to qualify for payment by the Company for said work, all of the assigned evaluations/reports must be completed within the timeframes set by the Company and the Company's clients, and each assigned location must be correctly

evaluated as set forth in this Agreement. Evaluations that are completed outside of the assigned timeframe will not be paid for. Evaluations that are submitted via the Internet must be done so within 12 hours of the completion of the project or by 12- midnight (whichever is shorter) to qualify for project payments and/or pass through expenses, unless a different timeframe is otherwise specified by the client.

2. *METHOD AND MEANS OF PERFORMING SERVICES.* Contractor hereby acknowledges and understands that he or she is an independent contractor under this Agreement with Company. There is no employee/employer relationship established between Contractor and Company. As an independent contractor, Contractor shall determine the method, details and means of performing the above-described duties, including, without limitation, determining the hours that Contractor shall devote to the services to be provided pursuant to this Agreement. Contractor has the sole discretion to choose the time and place to prepare the reports required by this Agreement within guidelines set by Company's clients. However, Contractor shall conform to the schedules of Company's clients, if any. Contractor represents that Contractor is familiar with the processes and procedures for conducting evaluations and resets with or without supervision. Nevertheless, Contractor shall be informed by Company of the specific requirements of evaluations required by clients of Company. Such specific requirements shall be provided to Contractor by Company. Contractor agrees to submit work to Company in an error free manner.
3. *CONFIDENTIAL INFORMATION.* Contractor hereby acknowledges and understands that any information received by Contractor from Company or Company's clients shall be considered confidential regardless of medium, including, but not limited to, proprietary, technical, operating, financial, cost, know-how, reports or any other information, and will be treated as confidential by Contractor and shall not be provided, discussed or disclosed to any other person, firm or organization, without the prior written consent of Company. Contractor agrees to take reasonable precautions to avoid disclosure of confidential information. Contractor hereby acknowledges and understands that any breach of confidentiality will cause injury to Company and to its clients. The provisions of this Section shall survive the termination of this Agreement
4. *HIRING, SUPERVISING AND PAYING ASSISTANTS* Contractor may, at Contractor's own expense, employ such workers, agents, and other assistants as Contractor deems necessary to perform the services and achieve the objectives of this Agreement with the exception of Store Resets which is strictly prohibited without prior written consent of the Company. Company shall not control, direct or supervise Contractor's workers, assistants or employees regarding the performance of Contractor's obligations hereunder. Contractor shall insure that all of Contractor's workers, assistants and employees shall comply with any training requirement, procedural requirements, administrative requirements, or any other requirements as established by Company's clients. Company also requires that any work for Company's Clients is performed by qualified agents. Qualified agents are defined as those who have successfully reviewed all program materials and have passed both the LF Hill Merchandising Service quiz and the Program and/or Client test(s), as documented by LF Hill Merchandising Service records.
5. *TERMINATION OF AGREEMENT.* With or without cause, either party may terminate this Agreement at any time. The parties shall deal with each other in good faith after any

notice of intent to terminate this Agreement has been given by either party. Should Company, in Company's sole discretion, terminate this Agreement, Company is not liable for payment of outstanding or completed work if Company determines that Contractor has failed to comply with the terms and conditions of this Agreement, for reasons which include, but are not limited to:

1. Inconsistent or untimely reports. Reports that are assigned by Company but not completed for any reason.
2. Any reports that cannot be substantiated are fraudulent or are false or other unethical behavior.
3. Failure to Report to an assigned Store reset or leaving before being released by the Team Leader if applicable.
4. Material breach of this Agreement.

Contractor understands that such behavior will cause injury to Company, its employees, independent contractors, agents and clients.

6. *TERM OF AGREEMENT.* This Agreement shall begin on the date stated in the opening paragraph of this Agreement and shall continue in force for twelve months. After that date, this Agreement may be canceled by either party in accordance with the preceding paragraph.
7. *PAYMENT TO CONTRACTOR.* Payment to Contractor shall consist of project payments that are client-specific, plus pass through of direct expenses reasonably incurred as part of the project. Contractor acknowledges that Company will only make payments following receipt of invoices from Contractor and after all necessary paperwork is received by Company, including legal photo identification and Contractor's acceptance of this Agreement is verified by Company as complete. However, Company shall have the right to withhold payments due to Contractor and shall not be responsible for making payment to Contractor in the event that Contractor has not submitted the reports with which billings are submitted or in the event that any reports are fraudulent. In the event that payments made by Company to Contractor in any calendar year exceed the statutory amount (currently \$600.00) for reporting fees paid to a contractor (excluding direct pass through expenses), Contractor will be provided an IRS Form 1099 at the end of each such calendar year. With regard to purchases required as a condition of evaluation, Company shall reimburse same conditioned upon Contractor submitting with its itemized invoice for services rendered and purchases made, copies of invoices and receipts for which project payments were made by Contractor. Company shall pay Contractor within 14 days for evaluations that are submitted and meet the other guidelines established in this Agreement for quality and timeliness. Evaluations with errors or that lack proper documentation may have a longer payment period as the errors, re-shop and/or documentation issues may need to be resolved prior to payment. Any requests for payment, verification and/or questions of project payments made must be received within 30 days after the project date.
8. *REIMBURSEMENT OF EXPENSES.* Except as provided in the preceding paragraph above, Company shall not be liable to Contractor for any expense paid or incurred by Contractor unless otherwise agreed to as stated here: None

9. *EQUIPMENT, TOOLS, MATERIALS, SUPPLIES, VIDEOTAPES AND PRIZES*
Contractor shall be solely responsible for obtaining all equipment, tools, materials, and supplies in performing Contractor's duties under this Agreement at Contractor's own expense. In addition, Contractor shall be solely responsible for all transportation, travel and original pass through expenses incurred in performing Contractor's duties under this Agreement at Contractor's own expense. Company and/or Company's clients may temporarily provide videotapes and/or other equipment to Contractor which are for informational purposes only. Contractor shall neither disclose nor disseminate the content of these materials which are proprietary and confidential as set forth in this Agreement. In addition, Company and/or Company's clients may provide prizes to Contractor for the sole purpose of performing Contractor's duties as outlined in the project description and evaluation form. Contractor must return to Company and/or Company's clients any videotapes, equipment and/or prizes which are not utilized by Contractor in performance of Contractor's duties under this Agreement. Said videotapes, equipment and/or prizes must be returned in the manner specified on the field agent web site no later than 48 hours after (a) Contractor performs the last project of the program, or (b) the termination of this Agreement. In the event said videotapes, equipment and/or prizes are not timely returned to Company and/or Company's clients as set forth herein, Contractor agrees that Company may retain the final check due to the Contractor for services rendered until such time that said videotapes, equipment, or prizes are returned by Contractor. In the event said videotapes, equipment and/or prizes are not returned to Company and/or Company's clients as set forth herein, Contractor agrees to reimburse Company and/or Company's clients for the full value of said videotapes, equipment and/or prizes as determined by Company and/or Company's clients. Contractor further agrees to reimburse Company and/or Company's clients for any costs and expenses incurred in enforcing the terms of this provision including reasonable attorneys' fees and costs as set forth in this Agreement.
10. *WORK PREMISES*. Contractor shall provide his or her own office. Contractor shall not be required to visit or attend regular meetings at Company's place of business.
11. *REALIZATION OF PROFIT OR LOSS*. Contractor understands that Contractor is an independent business. Contractor shall be solely responsible for managing Contractor's business affairs such that Contractor's business is profitable. Company shall not be liable to Contractor in any way for Contractor's failure to generate a profit on this Agreement.
12. *COMPETITION*. Contractor has the right to perform the same or similar services for persons or firms other than Company, provided that the quality of service provided for Company is not materially affected to Company's detriment. Whether such competition is detrimental to Company shall be determined by Company alone, in Company's sole and absolute discretion, provided that Company shall exercise such discretion only in good faith. Notwithstanding the above, however, Contractor hereby agrees not to directly or indirectly contact or market Contractor's services to Company's clients during the term of this Agreement and for a period of two years following termination of this Agreement. Contractor and Company hereby specifically agree that this Section shall survive termination of this Agreement.
13. *FEDERAL, STATE, LOCAL, SOCIAL SECURITY, WORKERS COMPENSATION*. Contractor understands that Contractor is solely responsible for complying with all local, state and federal laws, ordinances and regulations (hereafter referred to collectively as

"laws") applicable to Contractor's and Company's work. Such laws include, but are not limited to all laws regarding Equal Employment Opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety, income tax withholding, FICA tax withholding and project payments, business taxes, unemployment taxes, and worker's compensation insurance. If Contractor is not a corporation, Contractor acknowledges that Contractor may be liable for self employment tax. Company shall not withhold from and shall have no liability for taxes for which Contractor may be liable. Contractor shall not be treated as an employee with respect to the services performed hereunder for Federal, state, local, social security, or workers compensation. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of Company.

14. *HONEST, ETHICAL CONDUCT.* Contractor agrees that all work performed and information given to Company in the form of evaluations and reports will be accurate, honest and ethical. Contractor agrees to guarantee that each report submitted to Company was actually completed by Contractor and not generated under false pretense. Contractor agrees to comply with any consistency or accuracy requirements or tests that Company's clients may impose or implement.
15. *INSURANCE.* Contractor will, at all times during this Agreement, maintain insurance, through a reputable insurer company licensed to do business in the state in which Contractor resides and is performing work under this Agreement, that will provide insurance coverage for any claims, demands or lawsuits arising out of the Contractor's performance of this Agreement, including comprehensive general liability insurance, public liability insurance, property damage insurance and automobile insurance. This coverage may be included in homeowner, renter and/or automobile policies, although Contractor should consult with his or her insurance agent or insurance company to evaluate Contractor's insurance before work under this Agreement is accepted. Therefore, please refer to the specifics of your policy and request clarification from your insurance advisors if needed.
16. *INDEMNITY.* Contractor will indemnify and hold Company, Company's directors, officers, employees, agents and clients harmless from and against all suits, proceedings at law or in equity, claims, liabilities, costs, project payments and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) Contractor's breach of this Agreement, or (ii) any claim for damages to property or injuries to persons caused by or resulting from the negligence and/or willful misconduct of Contractor, or Contractor's agents or representatives.
17. *DISPUTES.* Any dispute in relation to the terms of this Agreement shall be submitted by the parties for binding and final arbitration by the American Arbitration Association ("AAA") in the County of Sullivan, Tennessee, pursuant to their Commercial Arbitration Rules and by an arbitrator assigned by the AAA. The interpretation of this Agreement and the rights of the parties and any proceedings relating to this Agreement shall be subject to Tennessee law, and the arbitration shall be final and binding as the issues presented. Notwithstanding the foregoing, Company shall have the right to pursue an action in the Courts located in Sullivan County, Tennessee, instead of arbitration, for equitable and/or injunctive relief to enforce those rights and obtain the protection intended by this Agreement.

18. *ATTORNEYS' FEES*. If any part to this Agreement shall bring any action, suit, counterclaim, appeal, arbitration, or mediation for any relief against the other, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs (at the prevailing party's attorneys' then-prevailing rates as increased from time to time by such counsel) incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and the costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; (5) bankruptcy litigation; and (6) probate proceedings and/or litigation. "Prevailing Party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or the party who obtains substantially the relief sought by it.
19. *HEADINGS*. The paragraph headings in this Agreement: (a) are included only for convenience, (b) do not in any manner modify or limit any of the provisions of this Agreement, and (c) may not be used in the interpretation of this Agreement.
20. *INTERPRETATION*. Wherever the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and the use of any gender specific pronoun shall include in other appropriate gender. The term "person" shall refer to any individual, corporation or legal entity having standing to bring an action in its own name under applicable state law. The conjunctive "or" shall mean "and/or" unless otherwise required by the context in which the conjunctive "or" is used. The parties agree they have jointly drafted all provisions of this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.
21. *PARTIAL INVALIDITY*. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstances) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability.
22. *WAIVER*. Any waiver of a default or provision under this Agreement must be in writing, signed and agreed to by Company's Owner or President. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver or (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other subsequent act.

23. *TERMS, NUMBER AND GENDER.* As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number shall each be allowed to include the others whenever the context so indicates or requires.
24. *ASSIGNMENT.* Contractor shall not assign any right, delegate any duty, or otherwise transfer any interest relating to this Agreement without the prior written approval of Company's Owner or President. Any attempt at assignment, delegation or transfer by Contractor without such approval shall be void. Company may assign this Agreement to any affiliate or subsidiary, subsequent owner, parent, or entity having a controlling interest in the Company business.
25. *WARRANTY.* Contractor represents and warrants that he or she possesses the requisite skill, experience and ability to perform the services required under this Agreement, and that the services shall be performed in a good and professional matter, and in accordance with industry standards and specifications. Contractor acknowledges that Company is relying on the Contractor's skill for the performance of this Agreement, and agrees to notify Company whenever a Contractor does not have the necessary skill and experience to fully perform hereunder. Contractor warrants that Contractor has the right to enter into this Agreement and that performance of the services specified herein shall not cause Contractor to be in a breach of any other agreement entered into by Contractor. Contractor also hereby confirms that he or she is not an owner, operator, or agent acting on behalf of or in the interests of any other vendor, broker, mystery shopping or marketing services company.
26. *SEVERABILITY.* If any provision of this Agreement is determined to be invalid, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time, and so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall be interpreted so as to best effect the original intent of the parties.
27. *COUNTERPARTS.* Either the originals or copies, including electronic transmissions and/or facsimile transmissions of this Agreement, may be executed as counterparts, and by whatever Medium Company designates, each of which shall be an original as against any party whose signature appears on this Agreement and all of which together shall constitute one and the same instrument.
28. *NO AUTHORITY TO BIND.* Nothing in this Agreement shall deem to create; either expressed or implied the power in either party to bind the other. Neither party shall be bound by the actions of the other, be liable for the debts of the other, or have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership, or other formal business organization, and neither party is under any obligation to enter into any further agreement with the other party.
29. *NOTICES.* Each notice and other communication required or permitted to be given under this Agreement ("Notice") must be in writing, unless otherwise indicated in this Agreement. Notice is duly given to another party upon: (a) hand delivery to the other party, (b) receipt by the other party when sent by facsimile (confirmed by e-mail) to the addresses and number for such party set forth below (provided, however, that the Notice is not effective unless a duplicate copy of the facsimile Notice is promptly given by one

of the other methods permitted under this paragraph), (c) three business days after the Notice has been deposited with the postal service as first class certified mail, return receipt requested, postage prepaid, and addressed to the party as set forth below, or (d) the next business day after the Notice has been deposited with a reputable overnight delivery service, postage prepaid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery-service-provider. Each party shall make a reasonable, good faith effort to ensure that it will accept or receive Notices to it that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above. Notices shall be addressed to:

To: Mr. Lyle F. Hill, Owner
LF Hill Merchandising Service.
2321 Idle Hour Rd
Suite 12
Kingsport, TN 37660-2684
FAX: (888) 755-7034

To: Contractor, at the address indicated below.

30. *ENTIRE AGREEMENT.* This is the entire Agreement of the parties. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not included herein, and that no other agreement, statement, or promise not contained in this Agreement or referred to herein shall be valid or binding.

The parties hereto agree to the terms of this Agreement effective as the day and year first written above:

Contractor: **YOUR NAME** Shopper / Contractor ID: **YOUR ID #**
Company: **LF Hill Merchandising Service.**

E-Mail Address: **YOUR EMAIL ADDRESS**

Street Address: Mail Address:
YOUR ADDRESS **YOUR MAIL ADDRESS**

Home Phone: **YOUR PHONE NUMBERS**

Work Phone:

Mobile Phone:

I certify under penalty of perjury that the information provided by me is true, complete and correct to the best of my knowledge and is made in good faith. I understand that if I make any

deliberate misstatement, I am subject to disqualification or dismissal and to such other penalties as may be prescribed by state and federal law, or by any applicable ordinance or regulations, and that LF Hill Merchandising Service may elect to have me prosecuted to the full extent of the law if I submit false or misleading information.

By checking the box below, you are officially signing this Agreement, which includes agreeing to all terms and conditions of the LF Hill Merchandising Service Independent Contractor Agreement just as if you had signed a paper version of this document.

LF Hill Merchandising Service takes the privacy of our employees and Contractors very seriously. The Digital Signature below is the Social Security Account Number provided by you which uniquely identifies you as the person signing this document. It has been encoded for Privacy and to protect you from Identity theft while submitting documents to us electronically.

YOUR NAME

Digital Signature



Mail Or Fax this page of the IC agreement only, along with other Required Documentation ASAP. We cannot Issue a check until this information has been received. Make a copy of this page for your records if mailing.

Other Required documents:

Copy of:

Drivers License

W-9 (included with Paper work)

* As an Independent contractor you are not subject to E Verify and therefore are not required to fill out an I-9 or provide a copy of your Social Security card. By your signature above you are certifying under penalty of perjury that the SSAN # provided for Tax purposes belongs to you and was issued to you by the US Social Security Administration.