

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated this ____ day of _____, ____.

CLIENT	CONTRACTOR
Name _____	Kelsey Depew
Address _____	13095 Panorama Ave N, Stillwater MN 55082, USA

(the "Client")	(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to his Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following web developing services (the "Services"):
 - a. Website Creation:
 - i. Analyzing information given by Client on needs for new website.
 - ii. Analyzing previously made site and making notes on content structure and copy wording.
 - iii. Analyzing new direction of website and help map out navigation and structure of pages.
 - iv. Adding pages, pictures, word copy content, and structured/dynamic boxes.
 - v. Adding key sections to pages.
 - vi. Creating specific graphics or banners to boost visuals of words.
 - vii. Editing photos to enhance quality for website if needed.
 - viii. Setting-up Event Application if needed.
 - ix. Setting-up Blog Application if needed.
 - x. Setting-up Member Area if needed.
 - xi. Setting-up Forum Application if needed.
 - xii. Setting-up pinned forum posts with critical information if needed.
 - xiii. Setting-up Reservation/Booking System if needed.
 - xiv. Setting-up Classes/Courses if needed.
 - xv. Setting-up Instagram Feed if needed.
 - xvi. Setting-up Groups Application if needed.
 - xvii. Setting-up Online Store if needed.
 - xviii. Setting-up Subscription-Newsletter service if needed.
 - xix. Create online forms to collect user/member/client/visitor information.
 - xx. Updating any aspect of the website when a revision is needed after the Client reviews the website for the final time before completion date.
 - xxi. Testing every webpage for desktop and mobile devices.
 - xxii. Setting-up WIX Mobile App for Client to easily manage interaction on their new WIX website.

b. Administration Set-Up

- i. Assigning Roles & Permissions of contributors and site members.
- ii. Adding previously captured contact list to website's customer management and adding labels.
- iii. Setting-up Automation for tasks (e.g., new member is approved and a welcome packet is sent to them automatically).
- iv. Entering & editing SEO (Search Engine Optimization) for every web page.
- v. Filing website's photos and files into respective folders.
- vi. Upgrading website to premium plan (the Client will pay for upgrade).
- vii. Upgrading website to connect domain name (the Client will pay for upgrade).
- viii. Upgrading website communication tools - Ascend Plan (the Client will pay for upgrade).

c. Client Support

- i. 1 hr training for Client on how to manage and update the new website and run applications.
- ii. 1 hr training for Client on how to manage customers, contacts, and send emails/message through WIX.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

3. The Services do not include the following:

- a. Proofreading word copy.
- b. Photography or Videography.
- c. On-going support for WIX after training sessions.
- d. Website, administration, or customer management and upkeep.

CLIENT REQUIREMENTS

4. The Client hereby agree they are willing to follow these requirements:

- a. Willing to permit Kelsey control over the design style with the Client having final approval.
- b. Willing to provide needed word & picture content for website sections.
- c. Willing to review and test all aspects of the new website before Services are deemed completed.
- d. Willing to learn to operate and navigate WIX ADI.
- e. Willing to meet through telecommunications to assess the old site and review the new website.
- f. Providing reasonable deadline for Services to be completed.

TERM OF AGREEMENT

- 5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 6. In the event, either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide a two-week written notice to the other Party.

PERFORMANCE

7. The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

CURRENCY

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- 9. The Contractor will charge the Client for the Services at the rate of \$25 an hour (the "Compensation").
- 10. The Client will be invoiced when the Services are complete.
- 11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
- 12. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

13. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. The Contractor will only be reimbursed for expenses submitted according to the following guidelines:
 - a. The Contractor will be reimbursed for all WIX Upgrade expenses based on the Client's website needs.

TRADE SECRETS

14. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of the Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under the Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

20. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

21. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expenses, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

22. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

TERMINATION

23. Rights to Terminate

- a. The Client may terminate this Agreement and/or an individual project for its convenience, without liability at any time, upon prior two-week written notice to the Contractor.
- b. The Contractor may terminate this Agreement upon thirty days prior written notice provided there are no open projects at the time notice is given.
- c. The Client may terminate this Agreement and/or any open projects immediately for cause if the Contractor fails to perform any of their obligations under this Agreement or if the Contractor breaches any of the warranties provided herein and fails to correct such failure or breach to the Client's reasonable satisfaction with ten (10) calendar days (unless extended by Client) following notice by the Client. The Client shall be entitled to seek and obtain all remedies available to them in law or in equity.
- d. Upon termination of any project or work given to the Contractor hereunder, the Contractor will immediately provide the Client with any and all work in progress or completed prior to the termination date. As the Client's sole obligation to the Contractor resulting from such termination, the Client will pay the Contractor an equitable amount as determined by the Client for the partially completed work in progress and the agreed to price for the completed Services provided and accepted prior to the date of termination.
- e. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.
- f. Any provision or clause in this Agreement that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement.

WARRANTIES

24. Contractor warrants that:

- a. The Services are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights, or other proprietary rights.
- b. They will perform the Services hereunder in a professional manner.

NOTICE

25. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following address.

- a. **Client Name**
Client Address
- b. Kelsey Depew
13095 Panorama Ave N, Stillwater, MN 55082, USA

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, ad permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, offices, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

27. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

28. Time is of the essence in this Agreement. No extension nor variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

30. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

INUREMENT

31. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

TITLES/HEADINGS

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

34. The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

FORCE MAJEURE

36. Neither Party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, world pandemic, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Contractor and Client. If the delay remains in effect for a period in excess of thirty days, the Client may terminate this Agreement immediately upon written notice to the Contractor.

WAIVER

37. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

ENTIRE CONTRACT

38. This document and all attached contains the entire agreement between the Parties and supersedes any previous understanding, commitments, or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

IN WITNESS WHEREOF, by their respective signatures below, the Parties have caused the Agreement to be duly executed and effective as of this ____ day of _____, ____.

CLIENT
Printed Name _____
Signature _____
Signing Date _____

CONTRACTOR
Kelsey Depew
Signature _____
Signing Date _____