Independent Contractor Agreement

Effective Date: _____

Between:

Andy Santamaria ("Contractor") Email: _____

and

Lauren Kassan, on behalf of **[Company Name / Entity]** ("Client") Email: _____

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1. Scope of Work

Contractor will perform a 2-week product design and engineering sprint for the Stand application ("the Project"), delivering the following:

1. **Stand Coach Onboarding Experience** — A conversational, two-pane interface with 6 guided moments, supporting both product and service business types
2. **Grand Reveal + Shareable Brand Card** — Animated reveal moment and a shareable branded output (image/link)
3. **Parent Gate + Pilot Survey** — COPPA-lite consent flow with embedded research questions (value prop, pricing, concerns)
4. **CEO Dashboard (Light)** — Goal progress tracker, sharing, and post-onboarding pulse questions
5. **Pilot Admin Dashboard** — Real-time funnel data, category breakdown, survey responses, and CSV export
6. **Landing Page** — Branded entry point for pilot families
7. **Design System** — Typography, color, components, and animation patterns
8. **PostHog Instrumentation** — Session replays, funnel analytics, and drop-off tracking
9. **Supabase Backend** — Auth, database, and storage (architecture by Contractor's subcontractor, David Shimel)
10. **Production Deployment** — Deployed on Vercel as a PWA
11. **Documentation** — What was built, how it works, how to iterate

These deliverables are described in further detail in the Sprint Proposal dated February 2026, which is incorporated by reference.

2. Exclusions

The following are explicitly **not included** in this engagement:

- Product marketplace or fulfillment integration (e.g., Printify)
- Payment processing (Stripe, Step, Greenlight, etc.)
- AI-generated image generation for logos or brand art
- Social features (leaderboards, friend invites, Stand Squad)
- Voice input (stretch goal only — not guaranteed)
- Ongoing maintenance, hosting management, or support after delivery
- Any work not described in Section 1

Any work beyond the scope defined above requires a written Change Order (see Section 7).

3. Compensation

Total fee: $10,000 USD

This is a fixed-price engagement. Payment schedule:

Milestone	Amount	Due
Upon signing	$5,000	Before work begins
Upon delivery of final deliverables	$5,000	Net 5 business days from delivery

Work will not begin until the first payment is received. Payments are non-refundable once the corresponding work has been performed.

The Contractor engages David Shimel as a subcontractor for system architecture. Client's sole payment obligation is to Contractor; Contractor is solely responsible for compensating any subcontractors.

4. Timeline

The sprint is planned for **14 calendar days** beginning on a mutually agreed start date.

Client delays — including but not limited to delayed feedback, unavailability for required decisions, or failure to provide required assets (Figma files, GitHub repo access) — will extend the timeline day-for-day at no additional cost to Client, but will not be deemed a breach by Contractor.

Contractor will provide daily progress updates and share working builds throughout the sprint.

5. Intellectual Property

Upon receipt of **full payment**, Contractor assigns to Client all right, title, and interest in the deliverables created under this agreement, including all code, designs, and documentation produced specifically for the Project.

Prior to full payment, all intellectual property remains the property of Contractor.

Contractor retains the right to **display the Project in Contractor's portfolio** and reference the engagement in marketing materials, unless Client provides written objection within 30 days of project completion.

Client retains all rights to their pre-existing brand assets, logos, content, and business data provided to Contractor during the engagement.

6. Client Responsibilities

Client agrees to provide:

- **Before Day 1:** Figma files (if available), GitHub repo access (existing codebase)
- **During the sprint:** 30 minutes daily for async check-ins, timely product decisions when flagged, and 2-3 test families by end of Week 1
- **Timely feedback:** Contractor will flag decisions as they arise. Client will respond within 1 business day. Delays in response extend the timeline per Section 4.

7. Change Orders

Any request for work outside the scope defined in Section 1 will require a written Change Order agreed to by both parties. Change Orders may adjust the project fee, timeline, or both. Contractor is not obligated to perform out-of-scope work absent a signed Change Order.

Verbal requests, Slack messages, or emails requesting additional features do not constitute a Change Order unless followed by a written and signed agreement.

8. Cancellation

Either party may terminate this agreement with written notice.

If Client cancels:

- Before work begins: Full refund of any payments made, less any documented expenses.
- After work begins: Client pays for all work completed through the date of cancellation. The initial $5,000 payment is non-refundable once work has begun. If more than 50% of deliverables are complete at time of cancellation, the full $10,000 is due.
- Upon cancellation by Client, Contractor will deliver all work completed to date within 5 business days of receiving all amounts owed.

If Contractor cancels:

- Contractor will deliver all work completed to date and refund any payments for undelivered work.

9. Warranty

Contractor warrants that deliverables will function substantially as described in Section 1 at the time of delivery.

Contractor will fix bugs and defects reported within **14 days of delivery** at no additional charge, provided they relate to functionality described in Section 1. This warranty does not cover:

- Issues caused by Client modifications after delivery
- Third-party service outages (Vercel, Supabase, PostHog, Anthropic, ElevenLabs, etc.)
- Browser or device compatibility beyond modern versions of Chrome, Safari, and Firefox on iOS, iPadOS, and desktop
- New feature requests

After the 14-day warranty period, any additional work will be scoped and quoted separately.

10. Limitation of Liability

Contractor's total liability under this agreement shall not exceed the total fees paid by Client.

Contractor is not liable for:

- Business outcomes, revenue, user acquisition, or pilot results
- Third-party service failures, outages, or pricing changes
- Data loss caused by third-party services (Supabase, Vercel, etc.)
- Indirect, incidental, or consequential damages

The deliverables are software and design — not a guarantee of business results.

11. Independent Contractor

Contractor is an independent contractor, not an employee of Client. Contractor controls the manner and means of performing the work. Contractor is responsible for their own taxes, insurance, and benefits. This agreement does not create a partnership, joint venture, or agency relationship.

12. Confidentiality

Contractor will not disclose Client's proprietary business information, user data, financial details, or unreleased product plans to third parties. This obligation survives termination of this agreement.

This does not restrict Contractor from:

- Sharing the existence of the engagement
- Displaying delivered work in Contractor's portfolio (per Section 5)
- Using general knowledge and skills gained during the engagement

13. Dispute Resolution

Any dispute arising from this agreement will first be addressed through good-faith negotiation between the parties. If unresolved within 30 days, disputes will be resolved through binding arbitration in the Contractor's jurisdiction, under the rules of the American Arbitration Association. The prevailing party is entitled to recover reasonable attorney's fees.

14. Miscellaneous

- This agreement constitutes the entire agreement between the parties and supersedes all prior discussions.
- Amendments must be in writing and signed by both parties.
- This agreement is governed by the laws of the State of _____.
- If any provision is found unenforceable, the remaining provisions remain in effect.
- Notices may be delivered by email to the addresses listed above.

Signatures

Contractor — Andy Santamaria

Signature: _____

Date: _____

Client — Lauren Kassan, on behalf of [Company Name / Entity]

Signature: _____

Date: _____