

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT  
(this "Agreement") dated 02-09-2024**

**BETWEEN:**

Janelle Wooten of 375 N 4th W, apt 3 Rigby, ID 83442  
(the "Employer")

OF THE FIRST PART

-AND-

Brooke Gines  
(the "Independent Contractor")  
OF THE SECOND PART

**BACKGROUND:**

- A. The Employer is of the opinion that the Independent Contractor has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.
- B. The Employer desires to employ the Independent Contractor and the Independent Contractor has agreed to accept and enter such employment upon 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 this Agreement, the parties to this Agreement agree as follows:

**Commencement Date and Term**

1. The Independent Contractor will commence permanent part-time employment with the Employer on the 3th day of February, 2024 (the "Commencement Date").

**Job Title and Description**

2. The initial title of the Independent Contractor will be the following: teacher contractor.
3. The Independent Contractor agrees to be employed on the terms and conditions set out in this Agreement. The

Independent Contractor agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

4. The Employer may make changes to the job title or duties of the Independent Contractor where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Independent Contractor's job title or duties may be changed by agreement and with the approval of both the Independent Contractor and the Employer or after a notice period required under law.
5. The Independent Contractor agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

### **Employee Compensation**

7. Compensation paid to the Independent Contractor for the services rendered by the Independent Contractor as required by this Agreement (the "Compensation") will include a wage at the rate of \$28.00.
8. This Compensation will be payable once per month while this Agreement is in force.
9. The Independent Contractor understands and agrees that any additional remuneration paid to the Independent Contractor in the form of business or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Independent Contractor will not earn or accrue any right to incentive remuneration by reason of the Independent Contractor employment.
10. The Employer will reimburse the Independent Contractor for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any entertainment expenses incurred by the Independent Contractor in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

### **Place of Work**

11. The Independent Contractor primary place of work will be at the following location:
- Remote.

### **Time of Work**

12. However, the Independent Contractor will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside the Employee's Normal Hours of Work as deemed necessary by both the Employer and the Independent Contractor.

### **Employee Benefits**

13. The Independent Contractor will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law.

14. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other contractors and does not single out the Independent Contractor.

### **Vacation**

15. The Independent Contractor will be entitled to the following unpaid vacation each year during the term of this Agreement, or vacation as entitled by law, whichever is greater:

- Any vacation scheduled 1 month in advance.

16. The times and dates for any vacation will be determined by mutual agreement between the Employer and the Independent Contractor.

17. Upon termination of employment, the Employer will compensate the Independent Contractor for any accrued hours.

### **Conflict of Interest**

18. During the term of the Independent Contractor active employment with the Employer, it is understood and agreed that

any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business investments in established family businesses, real estate, or investment in stocks or bonds traded on public stock exchanges) coming to the attention of the Independent Contractor, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

19. During the term of the Independent Contractor's active employment with the Employer, the Independent Contractor will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

### **Non-Competition**

20. The Independent Contractor agrees that during the Independent Contractor's term of active employment with the Employer and for a period of two (2) years after the end of that term, the Independent Contractor will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer within any geographic area, in which the Employer conducts its business, or give advice or lend credit, money or the Independent Contractor's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business.

### **Contract Binding Authority**

21. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Independent Contractor will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

### **Termination of Agreement**

22. The Employer and the Independent Contractor agree that the

Independent Contractor's employment is at-will. As such, this Agreement is subject to termination by the Independent Contractor or the Employer at any time with or without notice, and with or without cause. Nothing in this Agreement, or in any of the Employer's policies or procedures, should be interpreted to eliminate the at-will employment status of the Independent Contractor.

23. The Termination Date specified by either the Independent Contractor or the Employer may expire on any day of the month and upon the Termination Date of the Employer will forthwith pay the Independent Contractor any outstanding portion of the compensation calculated to the Termination Date.

24. If notice has been given by either party for any reason, the Independent Contractor and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

### **Remedies**

25. In the event of a breach or threatened breach by the Independent Contractor of any of the provisions of this Agreement, the Independent Contractor agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other right and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Independent Contractor or by the Independent Contractor's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Independent Contractor.

### **Severability**

26. The Employer and the Independent Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions

of this Agreement will in no way be affected, impaired or invalidated as a result.

### **Notices**

27. Any notices, deliveries, requests, demands or other communication required here will be deemed to be completed when hand-delivered by the agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

- Employer:

Name: Janelle Wooten  
Address: 375 N 4th W, apt 3 Rigby, ID 83442  
Phone: 208.806.1715  
Email: [hello@milisan.com](mailto:hello@milisan.com)

- Employee:

Name: Brooke Gines  
Address: 220 S 2<sup>nd</sup> W apt 1303 Rexburg, ID 83440

### **Modification of Agreement**

28. 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.

### **Governing Law**

29. This Agreement will be construed in accordance with and governed by the laws of the state of Idaho.

### **Definitions**

30. For the purpose of this Agreement the following definitions will apply:

a. 'Termination Date' means the date specified in this Agreement or in a subsequent notice by either the Independent Contractor or the Employer to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

## **General Provisions**

31. Time is of the essence in this Agreement.
32. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
33. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
34. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Independent Contractor.
35. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
36. If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.
37. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are

specifically set forth in this Agreement.

**EMPLOYER:**

Janelle Wooten - Milisan LLC

**INDEPENDENT CONTRACTOR:**

B. P. Wooten