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# INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**") is made and entered into as of [**Start Date**] ("**Effective Date**") by and between:

- **Fishel Chiropractic** ("Company"), located at **10206 Watson Rd, St. Louis, MO 63127**,  
and
- **Geric Lois Quiban Casugay** ("Contractor"), **VIRTUAL**.

**WHEREAS**, Company desires to retain Contractor to **revamp, develop, and optimize websites** and **implement SEO strategies**, and Contractor agrees to perform these services as an independent contractor;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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## 1. SCOPE OF WORK

Contractor shall provide website development and SEO services for the Company, including but not limited to:

### Phase 1: Revamping & Optimizing Fishel Chiropractic Website

- **Website Revamp & Optimization** – Update and enhance [www.fishelchiropractic.com](http://www.fishelchiropractic.com) for performance, functionality, and SEO.
- **SEO Implementation** – Apply the most up-to-date SEO strategies to improve rankings and website traffic.
- **Performance Metrics** – Website analytics will be assessed at **8 weeks and 12 weeks** post-launch. If there is **no increase in website traffic and SEO performance**, Company reserves the right to **terminate this contract**.

### Time & Payment for Phase 1:

- Contractor is allotted a **maximum of 10 hours** to complete the website revamp.
- The project must be completed within **one (1) week** of starting.
- After completion, Contractor will maintain and update the website for **1 hour per week** for continued optimization and SEO maintenance.

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## Phase 2: Developing & Optimizing Feed Well STL Website

- **Website Development** – Build the **Feed Well STL** website from scratch, ensuring a professional and user-friendly experience.
- **SEO Optimization** – Implement SEO best practices to maximize visibility and website traffic.
- **Performance Tracking** – SEO analytics will be reviewed at **8 weeks and 12 weeks** post-launch. If SEO statistics do not show an upward trend, Company reserves the right to **terminate this contract**.

### Time & Payment for Phase 2:

- Contractor is allotted **80 hours** to complete the Feed Well STL website at the rate of **\$4.25/hour**.
- If additional hours are required beyond 80 hours, prior approval must be obtained from the Company.
- The project must be completed within **five (5) weeks** of starting.
- Upon completion, Contractor will maintain the website for **1 hour per week**, along with maintenance of the Fishel Chiropractic website.

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## Phase 3: Maintaining and Optimizing Both Websites

- **SEO Optimization** – Implement SEO best practices to maximize visibility and website traffic.
- **Performance Tracking** – SEO analytics must be given on a bi-weekly basis. SEO metrics and analytics will be reviewed at **8 weeks and 12 weeks** post-launch. If SEO statistics do not show an upward trend, Company reserves the right to **terminate this contract**.

### Time & Payment for Phase 3:

- Contractor is allotted **1 hour per week** to continuously maintain the Feed Well STL website and Fishel Chiropractic websites for SEO purposes at the rate of **\$4.25/hour**.

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## 2. TERM & TERMINATION

- The term of this Agreement shall begin on **[Start Date]** and continue until the completion of the agreed-upon tasks.

- Fishel Chiropractic may terminate this Agreement **at any time** if the performance requirements outlined in Section 1 are not met.
  - If website traffic and SEO analytics **do not improve** at the **8-week and 12-week evaluations**, the Company may **terminate this contract immediately**.
  - The contract is on-going, but may be ended by either party after the first two phases are complete. Reassessments of SEO analytics and performance will determine future employment.
  - Contractor must complete the phase in which he has started. Upon signing of this contract, he is agreeing to complete phase 1 and phase 2. He has to complete these two tasks due to signing this contract.
  - If contractor wishes to end the contract after completing the two phases, he must provide **two (2) weeks' written notice** if he wishes to terminate the contract.
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### 3. COMPENSATION & PAYMENT SCHEDULE

- Compensation for Phase 1 (Fishel Chiropractic website revamp and SEO): **\$4.25/hour**, payable upon completion.
  - Compensation for Phase 2 (Feed Well STL website build and SEO): **\$4.25/hour**. Two payments for this phase will be paid: **one payment after 40 hours of work are performed AND there is sufficient proof of the website build, and final payment after 80 hours, after the website is complete**.
  - Compensation for Phase 3: (SEO and Maintaining both websites): Payment for **weekly maintenance** of both websites (**1 hour per week**) will be **\$4.25**, payable **bi-weekly** via Pioneer.
  - Payments should be processed within **5 business days** of the phase being completed.
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### 4. INDEPENDENT CONTRACTOR RELATIONSHIP

- Contractor is an **independent contractor** and **not an employee** of the Company.
  - Contractor is responsible for **all taxes, insurance, and benefits** related to their compensation.
  - Contractor is **not eligible** for Company benefits, including but not limited to health insurance, retirement plans, or paid leave.
  - Contractor shall have control over **how and when** they perform the work, as long as it aligns with the Company's deadlines and expectations.
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### 5. CONFIDENTIALITY & NON-DISCLOSURE

- Contractor acknowledges that, during the term of this Agreement, they may have access to **confidential and proprietary** information belonging to the Company, including **website analytics, SEO strategies, business operations, and financial details**.
  - Contractor agrees **not to disclose, share, or use** any confidential information for personal gain or for any business outside of their work with the Company.
  - This confidentiality clause **remains in effect indefinitely**, even after termination of this Agreement.
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## 6. WORK OWNERSHIP & INTELLECTUAL PROPERTY

- Any website, design, content, or SEO materials created by the Contractor for Company **shall be the exclusive property** of the Company.
  - Contractor **may not** reuse or repurpose any work completed for the Company for other clients without written permission.
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## 7. TECHNOLOGY & COMMUNICATION

- **Software & Tools:** Company will provide Contractor with necessary logins and access to **web hosting, CMS, SEO tools, and analytics dashboards**.
  - **Communication:** Contractor and Company will communicate via **email and Slack** for daily project updates and task tracking.
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## 8. LIABILITY & INDEMNIFICATION

- Contractor agrees to indemnify and hold harmless Company from any claims, damages, or legal actions arising from their work performance.
  - Contractor is responsible for securing their own liability coverage, if applicable.
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## 9. NON-COMPETE & NON-SOLICITATION

- Contractor is **not** restricted from providing similar web development and SEO services to other businesses.
- Contractor **shall not** solicit Company's clients, employees, or business contacts for their own business or a competitor's services.

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## 10. DISPUTE RESOLUTION

- Any disputes arising under this Agreement shall first be resolved through **mediation**.
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## 11. ENTIRE AGREEMENT & AMENDMENTS

- This Agreement constitutes the **entire understanding** between the parties and supersedes all prior discussions.
  - No modification of this Agreement shall be valid unless made in **writing** and signed by both parties.
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## 12. Google Analytics for SEO Performance Monitoring

Google Analytics statistics and **key metrics** will be monitored closely by Fishel Chiropractic. There will be an assessment at 8 and 12 weeks after each website is complete. Based on the trends of the stats and metrics, the employer has the right to terminate the contract. Below are the **SEO analytics metrics** that will be monitored:

### 1. Website Traffic Metrics

These metrics tell you **how many visitors** are coming to your website and how they are getting there.

✓ **Organic Traffic** – The number of visitors who found your site through search engines (Google, Bing, etc.) rather than direct visits or paid ads.

➔ **Healthy Increase:** A **15–30% increase** in organic traffic within **8–12 weeks**.

✓ **Total Website Traffic** – The total number of people visiting your site (from all sources).

➔ **Healthy Increase:** At least a **10–20% increase**.

✓ **New vs. Returning Visitors** – The percentage of **new users** (first-time visitors) vs. returning users.

➔ **Goal:** A **higher percentage of new users** (50-70%).

### 2. Engagement & User Behavior Metrics

These metrics tell you **how people interact** with your website once they arrive.

- ✓ **Bounce Rate** – The percentage of visitors who leave after **viewing only one page**.  
➔ **Goal:** A bounce rate **below 50%**.
- ✓ **Average Session Duration** – The average amount of **time** visitors spend on your site.  
➔ **Goal:** A **10–20% increase** in session duration.
- ✓ **Pages Per Session** – The average number of **pages visitors view** before leaving.  
➔ **Goal:** At least **2–3 pages per visit**.

### 3. Keyword & Search Performance Metrics

These metrics measure how well your website **ranks in Google search results**.

- ✓ **Impressions** – The number of times your website appeared in **Google search results**, even if users didn't click.  
➔ **Goal:** A **25–50% increase** in impressions.
- ✓ **Click-Through Rate (CTR)** – The percentage of people who **click on your website** after seeing it in Google search results.  
➔ **Goal:** A **CTR above 3%** is considered good. If the CTR **increases by 1–2%**.
- ✓ **Keyword Rankings** – The **position** of your website for important keywords (e.g., "Chiropractor in St. Louis").  
➔ **Goal:** Move at least **5-10 keywords** to **Page 1 of Google** within 12 weeks.

### 4. Conversion Metrics

These metrics show whether SEO efforts are bringing in **new patients or leads**.

- ✓ **Goal Completions** – Tracks when visitors complete a specific action (e.g., filling out a contact form, booking an appointment).  
➔ **Goal:** A **10-25% increase** in form submissions or calls from organic traffic.
- ✓ **Organic Traffic Conversions** – Measures how many **new patients booked appointments** from search engine visits.  
➔ **Goal:** At least a **5-10% increase** in organic conversions within 12 weeks.

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### How to Measure Your Employee's SEO Performance (8- & 12-Week Goals)

SEO Metric	Good Growth (8 Weeks)	Excellent Growth (12 Weeks)
Organic Traffic	+15–20%	+25–30%

<b>Total Website Traffic</b>	+10–15%	+20–25%
<b>New vs. Returning Visitors</b>	50–65% New Users	55–70% New Users
<b>Bounce Rate</b>	-3 to -5%	-5 to -10%
<b>Session Duration</b>	+10%	+15–20%
<b>Pages Per Session</b>	+0.5 pages	+1 page
<b>Impressions</b> (Search Results)	+25%	+50%
<b>Click-Through Rate (CTR)</b>	+1%	+2%
<b>Keyword Rankings</b> (Top 10)	Move 5+ Keywords Up	Move 10+ Keywords Up
<b>Organic Traffic Conversions</b>	+5%	+10%

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**Fishel Chiropractic**

By: \_\_\_\_\_  
Dr. Danielle Fishel, Owner

Date: \_\_\_\_\_

**CONTRACTOR:**

**Geric Lois Quiban Casugay**

By: Geric Lois Quiban Casugay  
Geric Lois Quiban Casugay

Date: March 11, 2025