

# Independent Contractor Agreement: STONE MOONS

This independent contractor agreement "Agreement" is made effective as of July 2, 2024, by and between Evan James Leyden, Phuong (Jenn) Duyen Nguyen, and Quinn Daniel Carrick (contractors) and Denise (Deena) Ellen Larsen (recipient).

1. **Description of Services.** Stone Moons refers to the electronic literature work from Deena Larsen (1999). Beginning on July 2, the contractors will provide the following services (Services)
  - 1A. Finish transferring the text, links, and images of Stone Moons from the original computer system to a spreadsheet. Provide this spreadsheet to Dene Grigar at Washington State University at Vancouver for archiving. Print the spreadsheet as a pdf and as an excel document for the recipient to host and download as a reference for scholars.
  - 1B. With technical input from Deena Larsen, author, and Twine experts, develop a web-enabled copy of Stone Moons as close to as it appeared when it crashed in 1999 as possible with current web technology. The contractors will mutually determine tasks and performance to achieve this goal.These services are ancillary to the main purpose for Clearly Consistent LCC, and are required solely to enhance the writer reputation and develop other product lines for Clearly Consistent.
2. **Payment for Services.** The recipient will pay compensation to the contractors for the services on an hourly basis, as the extent of work needed is unknown. Work shall be discussed in weekly meetings, and steps to finish the work will be mutually agreed upon by contractors and recipients. The contractors shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment rates, and other payroll type taxes applicable to such compensation.
3. **Term/Termination.** This agreement shall terminate when Stone Moons website launches. Either party can terminate the agreement before this occurs. A regular, ongoing relationship of indefinite term is not contemplated. The recipient has no right to assign services to the contractors other than what is specifically contemplated by this agreement. However, the parties may mutually agree to enter into other contracts for other specific works.
4. **Relationship of Parties.** It is understood by the parties that the contractors are independent contractors with respect to the recipient and not an employee of the recipient. The recipient will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit for the benefit of the contractors. The relationship between the contractors and the recipient shall be non-exclusive. The contractors also perform services for other organizations and individuals.
5. **Recipient's Control.** The recipient's role is to determine the final work product desired and to have a voice in the technical approach taken. The recipient's only concern is the result of the contractors' work and not the means to accomplish these tasks. Except in extraordinary circumstances and when necessary to define the final product, the contractors shall perform services without direct supervision of the recipient. Weekly meetings will be held to review progress and determine next steps to accomplish the goals set out in paragraph 1.
6. **Professional Capacity.** The contractors are professionals who use their own expertise and professional business methods to perform services. The contractors and recipient share expertise and reach out to further experts to determine the most appropriate working methods.
7. **Personal Services Not Required.** While the contractors are not required to render these services themselves and may employ others to perform these services independently, all parties involved in the project, whether paid by the contractors or the recipient, shall participate in weekly discussions to coordinate the work.

8. **No Location on Premises.** The recipient shall not furnish physical desks, equipment, or locations for work. Contractors will be responsible for their own software licenses. The recipient shall allow access to the main corporate zoom account for remote meetings.
9. **No Set Work Hours.** The contractors shall set their own work hours. This work is not intended to be a full time work environment. Contractors shall communicate their availability and shall set their own work priorities.
10. **Expenses Paid By Contractors.** The contractors will pay their own business and travel expenses.
11. **Ownership of Developed Content.** All products, including any social media contacts, created by the contractors for fulfilling the project purposes described in Section 1, will be the property of the recipient.
12. **Confidentiality.** Contractors will not communicate in any manner any information that the recipient has clearly stated is confidential.
13. **Indemnification.** The contractors agree to indemnify and hold harmless the recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the recipient that result from the acts or omissions of the contractor, contractor's employees (if any), and the contractor's agents.
14. **Injuries.** Contractors are responsible for obtaining appropriate insurance coverage, and the contractors waive any rights to recovery from the recipient for any injuries that the contractor (and/or the contractor's employees) may sustain while performing the services under this agreement and that are the result of the negligence of the contractor or the contractor's employees.
15. **No Right to Act as Agent.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the recipient has and retains rights to supervise or inspect work as it progresses to ensure compliance with the terms of this agreement or (2) the recipient retains the right to stop work if done improperly. Contractors have no rights to act as an agent for the recipient and have an obligation to notify any involved parties that it is not an agent for the recipients. Contractors do have the right to claim to have performed work for Clearly Consistent LLC/Deena Larsen to enhance their reputations, resumes, and skill sets. Contractors also have the rights to be named in credits for the final product, Stone Moons if this is completed successfully.
16. **Waiver of Breach.** If the recipient waives any breach of any provision of this agreement, this shall not be construed as waiving any other provision of this agreement.
17. **Severability.** If any provision of this agreement shall be held invalid or unenforceable for any reason, the remaining provisions of this agreement shall continue to be valid and enforceable.
18. **Applicable Law.** This agreement shall be governed by the laws of the State of Colorado, where Clearly Consistent LLC is based.
19. **Entire Agreement.** This agreement constitutes the entire agreement between the parties. This agreement supercedes all terms and conditions contained in any other writings previously executed by the parties regarding the matters described in this agreement. No modification of this agreement shall be deemed effective unless in writing and signed by these parties. Signed by electronic signatures.

This agreement is effective as of the date first above written.

*Quinn Carrick*