

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into by and between, Ryan April ("Contractor") and Pedro Carneiro ("Client").

Engagement of Services

Contract will provide the Client with the following services:

1. Environment still render at 1920x1080, 1 frame, 16-bit, PNG,
2. Source files pertaining to the project,

as to specification detailed in the Terms and Conditions below.

Terms and Conditions

I. Compensation

Client shall pay Contractor a flat fee of \$225 as total compensation for the project described below. Payment shall be made as follows:

1. 50% (\$113) due upon completion of initial concept, and
2. 50% (\$112) due upon receipt of the final deliverable.

Client will pay Contractor via a direct deposit, PayPal, credit card, or other electronic payment process as agreed to by both parties, no later than 7 days after the receipt of the invoice.

II. Scope of Project

Contractor is an Environment Artist for Client. Contractor agrees to perform services until the engagement has ended.

1. Phase 1: Environment Design (Initial Concept)

The Client will provide guidance in the form of reference images and written or verbal description to Contractor until a common rough concept has been mutually agreed. The complexity of the scene is based on the total compensation for the project. The first payment is due upon completion of the initial concept.

2. Phase 2: Environment Construction and Render (Deliverable)

The Contractor will work to implement to the concept in the previous phase. Contractor will keep the appropriate level of update throughout the project and additionally when requested upon by the Client. The final payment is due upon completion of the environment.

III. Changes and Revisions

The price at the beginning of this contract is based on the time investment I estimate is needed to accomplish everything you've told me you want to achieve with initial environment design concept, but I am happy to be flexible. If you want to change our arrangement or add anything new, I'll provide a separate estimate for that.

IV. Independent Contractor Relationship

Contractor's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

V. Confidentiality

Contractor acknowledges that he may receive or have access to information which relates to the Client's past, present, or future products, vendor lists, creative works, marketing strategies, pending projects/proposals, and other proprietary information. Contractor agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to Contractor before this Agreement is signed or afterward. Unless strict confidentiality is requested by Client in advance of the establishment of this contract, Contractor can display materials and final work created for Client on Contractor's website and social media platforms.

VI. Ownership of Property

Contractor acknowledges and agrees that all original work produced by Contractor under this Agreement, shall be property of Client, and Contractor shall retain no ownership, interest or rights therein. Contractor can showcase sample works from this project as portfolio pieces on personal websites and social media only with consent and approval from Client.

VII. Legal

I can't guarantee that my work will be completely error-free and so I can't be held liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you advised me of them.

VIII. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

IX. Termination

Both parties understand that Client or Contractor may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Contractor. Should Client cancel the project following its completion, Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of cancellation, Contractor retains ownership of all copyrights and original work created.

Acceptance

By signing below, Client agrees to the Terms and Conditions specified above.

Agreed to this X day of May, 2019.

Contractor

Client

Ryan April

Pedro Carneiro