**INDEPENDENT CONTRACTOR AGREEMENT**

**PARTIES**

* This Independent Contract Agreement (hereinafter referred to as the **“Agreement”**) is entered into on August 3, 2022 (the **“Effective Date”**), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the **“Client”**) and Tim Love Catering, LLC, (hereinafter referred to as the **“Contractor”**) (collectively referred to as the **“Parties”**).

**SERVICES**

* The duties of the Contractor towards the Client are listed below:

The contractor will provide various services relevant to the role of food and beverage service and assistance as needed to serve the guests in the vendor booth at Hinterland 2022 in St Charles, Iowa. The festival will run from August 4 -7, 2022. Staff must be available from August 3 - 8 to assist with set up/tear down of booth. Services to include restocking small wares, plates, food and garnishes, clearing dishes, serving guests, cleaning the space and any additional services as needed.

**COMPENSATION**

* The Parties Agree that the Client will compensate the Contractor through the following means:

The contractors will receive $175 per shift via check at the end of the festival and will have access to the festival when shifts are completed.

Client will provide uniform t-shirt and a meal during work shifts.

**TERM**

* [This Agreement](https://www.lawinsider.com/clause/term-of-agreement) shall be effective on the date of signing this Agreement (the “**Effective Date**”) and will terminate upon the completion of the festival and tear down of vendor booth. Contractors must provide own transportation to/from festival each day.

**CONFIDENTIALITY**

* [All terms](https://www.lawinsider.com/clause/confidentiality-clause) and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Contractor, unless the disclosure is required pursuant to process of law.

**TERMINATION**

* This Agreement may be terminated in the event that any of the following occurs:

1. Immediately in the event that one of the Parties breaches this or any pre-existing employment Agreement with Tim Love Catering, LLC.
2. Upon terminating this Agreement, the Client will be responsible for paying for all the services provided by the Contractor until the day of termination, unless it is the Contractor who breaches this Agreement, where he/she fails to rectify such breach upon reasonable notice.

**INTELLECTUAL PROPERTY**

* The Contractor agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

**GOVERNING LAW**

* [This Agreement](https://www.lawinsider.com/clause/governing-law) shall be governed by and construed in accordance with the laws of Texas.

**LIMITATION OF LIABILITY**

* Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties’ negligence or breach.

**LEGAL FEES**

* In the event of a dispute that results in legal action, the successful party will be entitled to the legal fees, such as attorney’s fees or other.

**SIGNATURE AND DATE OF AGREEMENT**

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| --- | --- |
| CLIENT  Name:\_\_Tim Love Catering, LLC\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CONTRACTOR  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |