

INDEPENDENT CONTRACTOR AGREEMENT

PARTIES:

THE WAVE INTERNATIONAL, LLC
and

_____, 201__

THIS AGREEMENT is made as of the ____ day of _____, 20__ by and between The Wave International, LLC and _____ (hereinafter referred to as the Independent Contractor). For the mutual promises contained herein, the parties agree as follows:

A. TERM OF CONTRACT

This Contract became effective on _____, 20__. Either party may terminate this Contract with two weeks written notice to the other party.

B. SCOPE OF SERVICES

The term "Services" means the work to be performed by the Independent Contractor under this Contract. The Independent Contractor shall perform the Services described below:

See Attachment A, which is attached hereto and incorporated into this Contract by reference.

C. COMPENSATION

The Wave International, LLC shall review and determine the end results of the Independent Contractor's Services and shall pay compensation set forth below if the products or final performance is in accordance with this Contract.

See Attachment B, which is attached hereto and incorporated into this Contract by reference

The Wave International, LLC representative for implementation of this Contract and Approval of the Services for payment is _____.

The Independent Contractor's total compensation for all work necessary to perform Services is described in Attachment B.

Certain expenses may be reimbursed if the type of expenses and the amount or rate of reimbursement is also described on Attachment E.

D. BENEFITS

The Independent Contractor is not an employee of the The Wave International, LLC and is not entitled to any employee benefits. The Independent Contractor shall not receive or be entitled to:

Leave	Pension Plan Benefits
Insurance	Retirement Benefits
Workers' Compensation Benefits	Withholding of Federal Income Taxes
Unemployment Compensation Benefits	Social Security Taxes or similar taxes

E. MANNER OF PERFORMANCE OF SERVICES

The Independent Contractor has complete and exclusive authority over the means and methods of performing the Services. The means and methods of performing the Services shall not be subject to the direction or control by The Wave International, LLC.

The Independent Contractor will perform the Services at the clinical offices of The Wave International, LLC.

The Independent Contractor need not follow the The Wave International, LLC work policies or procedures applicable to employees regarding manner or method of performing work. The Independent Contractor shall comply with The Wave International, LLC written and unwritten procedures regarding security, use of equipment, use of facilities and any record keeping, to ensure the Services and any work product are performed in a manner capable of being incorporated into the operations of The Wave International, LLC.

E. OTHER SERVICES BY INDEPENDENT CONTRACTOR

This is not an exclusive contract for the Services or the time of the Independent Contractor. The Independent Contract may perform similar or dissimilar Services for other entities at any time.

G. ITEMS TO BE FURNISHED BY INDEPENDENT CONTRACTOR

The Independent Contractor shall supply the following items necessary for performances of Services:

See Attachment C, which is attached hereto and incorporated into this Contract by reference.

H. SUPPLIES FURNISHED BY THE WAVE INTERNATIONAL, LLC

The Wave International, LLC shall furnish the Independent Contractor the following items necessary for performance of Services:

See Attachment D, which is attached hereto and incorporated into this Contract by reference.

I. EXPENSES

The Wave International, LLC shall reimburse the Independent Contractor the following expenses:

See Attachment E, which is attached hereto and incorporated into this Contract by reference.

J. LIMITATION ON AUTHORITY OF INDEPENDENT CONTRACTOR TO ACT AS A REPRESENTATIVE AND PUBLIC RECORDS.

The Independent Contractor has no authority to speak as a spokesperson for, or to act or represent herself as an agent of The Wave International, LLC.

K. LIMITATION ON AGREEMENT

The Independent Contractor may not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of The Wave International, LLC.

L. NO THIRD PARTY BENEFICIARIES

This Contract is for the benefit of The Wave International, LLC and the Independent Contractor. No third party is an intended beneficiary. No third party has any cause of action to enforce the terms of this Contract or a cause of action for damages due to its breach.

M. INDEMNIFICATION

The Independent Contractor agrees to be liable for and to indemnify The Wave International, LLC against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Independent Contractor, or arising out of the violation of any copyright law by the Independent Contractor, in the course of the performance of this Contract. If the Independent Contractor and The Wave International, LLC commit joint negligent acts, the Independent Contractor shall not be liable for nor have any obligation to defend The Wave International, LLC with respect to that part of the joint negligent act committed by The Wave International, LLC. If no event shall the Independent Contractor be liable for or have any obligation to defend The Wave International, LLC against such claims, suits, judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of The Wave International, LLC.

N. COPYRIGHTS

The Wave International, LLC shall own and has the exclusive right to copyright all original materials created or produced by the Independent Contractor while performing under this Contract if the original materials relate to the Services or the activities of The Wave International, LLC. The Independent Contractor shall do all acts and sign such documents necessary or requested by The Wave International, LLC to affect this paragraph.

O. NO MODIFICATION UNLESS IN WRITING

No modification of this Contract shall be valid unless in writing and approved by The Wave International, LLC and the Independent Contractor.

P. VENUE

Venue for any action arising out of this Contract shall be in Sarasota County, Florida.

Q. INTEGRATION OF CONTRACT

This written contract contains the complete agreement of the parties on the subject matter of this Contract. There are no such inducements, promises, or terms other than those contained in this written Contract.

THE WAVE INTERNATIONAL, LLC:

INDEPENDENT CONTRACTOR:

By:_____

By:_____

ATTACHMENTS

CONTRACT FOR INDEPENDENT CONTRACTOR

Attachment “A”

Description of Scope of Services

The Independent Contractor shall provide:

- 1. Conduct _____
as agreed to with the Clinical Director.**
- 2. Complete EMR chart group notes as directed by the Clinical Director.**
- 3. Provide a copy of any handouts to the Clinical Director.**
- 4. Provide feedback and status of clients to the Clinical Director.**

CONTRACT FOR INDEPENDENT CONTRACTOR

Attachment “B”

Compensation

The Independent Contractor shall be paid \$_____ for _____ () hours to include art therapy group sessions, lunch and group notes.

The Independent Contractor will submit an invoice _____ and The Wave International, LLC’s Bookkeeper monthly. The Wave International, LLC will mail a check directly to the Independent Contractor and will be paid by the 15th for the following month.

CONTRACT FOR INDEPENDENT CONTRACTOR

Attachment “C”

Items to Be Furnished by The Independent Contractor

The Independent Contractor shall provide:

1.

CONTRACT FOR INDEPENDENT CONTRACTOR

Attachment “D”

Supplies Furnished by The Wave International, LLC

- 1. Adequate workspace.**
- 2. _____ supplies with submitted request for approval and links provided for ordering supplies.**
- 3. Access to EMR and/or printed group and individual forms.**
- 4. Copy machine for copying of any handouts provided.**

CONTRACT FOR INDEPENDENT CONTRACTOR

Attachment “E”

Expenses

The Independent Contractor shall be reimbursed for the following items in the amounts or the rates shown: N/A