



Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into in Arizona, by and between A Brighter Avenue, L.L.C. ("A.B.A." or "Company"), an Arizona limited liability company, and _____, an Independent Contractor ("Contractor" or "Provider").

The Company and Provider hereby contract for Provider to perform one or more of the following services: Habilitation, Respite, and/or Attendant Care, ("Services") in a professional manner and under the following terms and conditions, which are hereby mutually agreed upon:

1. **Term of Agreement:** This agreement shall be effective on _____, 20____ and continue for an indefinite period, unless either party terminates this Agreement.
 - (!) Either party may terminate this Agreement upon ten (10) days' written notice.
 - (!) The Company may terminate this Agreement without notice in the event that Provider breaches any material provision of this Agreement, commits a felonious act, or otherwise acts in a manner that is materially harmful to the business interests or reputation of A.B.A.
 - (!) Upon termination of this Agreement, the Company shall have no further obligations to the Provider other than for payment of any earned and undisputed yet unpaid compensation for services performed prior to the date of termination.
2. **Provider's Services:** During the term of this agreement, A.B.A. desires that the Provider perform, and the Provider agrees to perform, the Services named above.
 - (!) Provider shall devote such business time as necessary or desirable and Provider understands that A.B.A. makes no assurances regarding the number of clients or hours that Provider will receive.
 - (!) Should Provider's Services require that he/she become a Transporting Provider, he/she agrees to maintain his/her personal vehicle, including registration and insurance, at his/her own expense.
3. **Relationship of the Parties:** It is expressly understood by the parties that the Provider is an independent contractor in the performance of each and every part of this Agreement and that nothing in this Agreement is intended, or shall be construed, to denote or designate the Provider as an employee, agent, partner, or joint venture of A.B.A.
 - (!) Although A.B.A. will communicate with the Provider the scope of any specified project and the desired outcome, the parties understand that A.B.A. does not control the manner or method by which the Provider performs the services. The Provider has sole control over these aspects of the Services performed given that the manner and method utilized complies with the generally accepted practices of the industry.
 - (!) The parties expressly understand and agree that as an independent contractor, the Provider is free to set his/her own schedule, decline clients presented by A.B.A., and perform or continue to perform services for entities other than A.B.A.
4. **Compensation:** Provider shall be paid at an agreed upon rate per hour for time spent providing services.
 - (!) Provider may invoice A.B.A. at intervals of Provider's choosing, however, Provider understands that A.B.A. processes paperwork and pays twice per month and will compensate accordingly.
 - (!) Payments made to Provider by A.B.A. will be reported on IRS form 1099.
 - (!) As an independent contractor, Provider shall be solely responsible for all requisites of employment for himself/herself, including, without limitation, liability, health or disability insurance, retirement benefits or other welfare or pension benefits, workers' compensation insurance, unemployment insurance, withholding and payment of all federal and state income taxes, social security, and Medicare taxes.



- 5. No Eligibility for Employee Benefits: Provider understands that he/she is an independent contractor and, as such, neither he/she nor any dependent or other individual claiming through Provider will be eligible to participate in, or receive benefits under, any employee benefit plans, programs, or arrangements of A.B.A.
- 6. Indemnification: Provider hereby agrees to indemnify and hold the Company, its subsidiaries and other affiliates, and all of their respective shareholders, directors, officers, employees, agents, successors and assigns, harmless from any and all liabilities, injuries, losses, and/or claims out of any action or omission of Provider or any employee or agent of Provider including, without limitation, damages to any person or property, attorneys' fees and costs, and all losses or claims arising out of any failure to comply with applicable laws, including timely reporting and payment of any business and occupation income or self-employment taxes, and other state or federal assessments.
- 7. Confidential Information and Related Matters: Provider agrees to abide by A.B.A.'s written Policies and Procedures regarding Client Confidentiality.

(!) Soliciting clients: Provider agrees that during the term of his/her work for A.B.A. under this Agreement and for a period of eight (8) months thereafter, he/she will not solicit business from anyone who was a client of A.B.A. within one year prior to termination of this Agreement, nor to anyone who was a prospective client of A.B.A. within six months of termination.

(!) Soliciting providers: Provider agrees that during the term of his/her work for A.B.A. under this Agreement and for a period of eight (8) months thereafter, he/she will not induce or attempt to induce anyone who is or was an employee, consultant, contractor or provider of A.B.A. to accept other work in any capacity in competition with A.B.A.

IN WITNESS WHEREOF, Provider and a duly authorized representative of A Brighter Avenue, L.L.C. hereto have caused this Agreement to be executed as of this day of _____ 20_____.

Independent Contractor

Signature: _____

Printed Name: _____

A Brighter Avenue Staff:

Signature: _____

Printed Name: _____

Title: _____