

Contractor Agreement

This Agreement is made between _____ ("Client") and _____ ("Contractor"), licensed to conduct business in Anchorage, AK.

If Client is an organization, provide the exact name of business and the location of principal or where the business is licensed.

Services to Be Performed

Angela Hamann agrees to devote ____ hours per month on assignments that are to be determined by the Client and agrees to be available during some business hours in Client's time zone. Work priority and scheduling will be at the discretion of, and negotiated between parties, and agreed upon in client's favor, when possible. Contractor agrees to perform the services described in Exhibit A, as negotiated between the Client and Contractor, which is attached to this Agreement.

Payment

Payment for services shall be made to Angela Hamann at the rate of \$_____ per hour or flat fee of \$_____. Hourly rate payment will be made no later than the 1st and 15th day of each month that this agreement is active. Contractor will send an invoice to the Client at these named intervals. Half of the flat rate fee is due in advance of the start of the work and the rest is due upon successful delivery of the project.

Expenses

There may be additional costs and expenses related to work performed such as e-filing, postage, copying, and notary fees. Client is responsible for these costs.

Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees, and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement
- _____ [date], or
- the date a party terminates the Agreement as provided below

Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Exclusive Agreement

This is the entire Agreement between Contractor and Client.

Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to Alaska court, jurisdiction of Anchorage.

Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- ❖ the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- ❖ any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- ❖ business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- ❖ information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the

Accord Alaska Resolution Services

Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client’s ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter contracts on Client's behalf or the reverse.

Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

Applicable Law

This Agreement will be governed by Alaska law, without giving effect to conflict of laws principles.

Signatures

Client/Owner: _____
Printed Name

Signature

Date

Contractor: _____
Printed Name

Signature

Date

Accord Alaska 47-1669319
Taxpayer ID Number

Attachments: _____ Exhibit A: Project Details