

INDEPENDENT CONTRACTOR AGREEMENT

This is an Agreement ("Agreement") made as of this ____ day of _____, 20____, by and between Parker Staffing Services, LLC with its principal place of business at 605 Fifth Avenue S, Suite 850, Seattle, WA (hereinafter referred to as "Parker") and _____ with its principal place of business at _____ (hereinafter referred to as "Contractor").

WHEREAS, Contractor provides services to the general public in an independent capacity;

WHEREAS, Parker is in the business of brokering the services of independent contractors to third parties; and

WHEREAS, Contractor desires to utilize the services of Parker for the location and brokering of work to be performed by Contractor;

NOW, THEREFORE, it is agreed as follows:

1. Scope of Services

Contractor agrees, pursuant to the terms herein, to provide specialized services as an independent contractor directly to the third party client of Parker ("Client") as identified in an Addendum attached hereto. Each Addendum shall define the scope of work including agreed upon hourly rate or other fee structure and shall be considered a part of this agreement. Parker agrees to act as an intermediary between Contractor and Client by evaluating Contractor's qualifications, referring Contractor for assignment and further evaluation, and to negotiate the financial arrangements between the parties.

2. Termination

Contractor shall provide services under this Agreement beginning on and terminating pursuant to term specified in the Addendum and any renewals or extensions thereof. Contractor may not voluntarily terminate its services under this Agreement before the end of the assignment without the consent of Parker.

If Contractor does not complete the assignment, then Contractor shall be liable to Parker for all damages incurred, including lost fees, commissions, or other compensation for the duration of the assignment.

3. Restrictions

During the term of this Agreement and any renewals thereof, and for six (6) months after the expiration of the initial and renewal periods, Contractor agrees that neither it nor any of its personnel will provide or attempt to provide, directly or indirectly, any services to any Client introduced by Parker, or about which Parker provided information. The term "Client" includes any affiliates and divisions of Client. Contractor agrees to provide Parker with evidence of its employees' agreement.

4. Contractor Representations

Contractor represents that all information provided by it regarding Contractor or its personnel, including, but not limited to, resumes, interviews, and references are true, accurate, and complete; neither Contractor nor its personnel are restricted by any employment or other contractor agreement; Contractor has all skills and training necessary to perform the services required by this Agreement; and Contractor has and maintains books and records that reflect items of income and expenses of its trade or business and offers its services to third parties: Contractor is an entity with a Federal Tax ID number or Social Security number, has provided

Parker a signed IRS form W-9 and is validly existing under the laws of the State indicated in the Addendum; Contractor is qualified to do business in all jurisdictions where such qualification is required to perform the services hereunder: Contractor and/or Contractor's personnel have never been convicted of, pled no contest, or nolo contendere, to a crime of dishonesty; Contractor and/or Contractor's personnel have never stolen or misappropriated any trade secret, proprietary information or other property of a third party. Contractor makes these representations with the knowledge that Parker and Client will rely on the representations. Contractor and/or Contractor's personnel agree to submit to a Background check initiated by Parker and/or its representatives. Contractor makes these representations with the knowledge that Parker and client will rely on the representations. In addition to any other remedies Parker may have, it may terminate this Agreement in the event of any misstatement or misrepresentation.

5. Payment Terms

Payment for services for hours actually worked will be made in accordance with the Addendum. Contractor will not be entitled to any other compensation or benefits for work on the assignment. Contractor will maintain accurate records of its personnel's time spent on the assignment and obtain Client's written verification that the time set forth in such time records was actually worked. Contractor shall invoice Parker for its services performed on a periodic basis as set forth in the Addendum. Contractor acknowledges and agrees that it is not an employee of Parker or Client and is not entitled to wages or benefits and that Parker and Client shall not be responsible to withhold or deduct any amount for federal, state or local income taxes, FICA, unemployment compensation, workers compensation, or any other amount. As an independent contractor, Contractor is not qualified to participate or receive any employee benefits including vacation or holiday pay, pension, disability, or retirement benefits.

Parker will separately invoice Client and will be entitled to retain its commission for the brokerage, location, recruitment, and administrative services provided under this Agreement.

As an accommodation to Contractor, Parker may advance funds to Contractor prior to receiving funds from Client in accordance with the Addendum. In that event, if Parker does not receive funds from Client that cover all charges set forth in Contractor's invoice to Parker for which such advance was made, then Contractor shall reimburse Parker an amount equal to any advances made by Parker to Contractor not paid by Client. Such repayment of advances shall be due immediately upon written demand delivered to Contractor.

6. Expenses

No travel, living, training, entertainment, or other costs will be billed by or paid to Contractor unless otherwise agreed and described in the Addendum. Contractor shall provide his/her own tools, equipment, or other materials.

7. Confidential Information

This Agreement and all technical business information, sales strategies, pricing and competitive data, whether conveyed orally or in writing, shall be maintained as confidential by Contractor and remain the property of Parker. In addition, Contractor understands that Parker and Contractor must maintain the confidential nature of Client information. Contractor agrees that neither Contractor nor anyone under Contractor's control or direction will disclose to any third party or use for its own purposes any information it obtains from or learns about Parker or Parker's Client while performing services hereunder and which: (a) is marked confidential or proprietary or the like, (b) is identified as confidential or proprietary or the like; or (c) a reasonable person would know is confidential or proprietary. Contractor will use such information solely to complete the work assigned by such Client. Contractor shall not unnecessarily duplicate or share such information within Client's organization except as directed by Client. Contractor shall not remove from Client's premises any of Client's information except as approved in advance by Client. Upon the termination of any services by Client or Parker, for any reason or no reason, Contractor shall return to Client all of Client's information in Contractor's possession or control. The foregoing provisions in this Paragraph 7 shall be for the benefit of Parker and Client and either or both shall have all rights and remedies to enforce such provisions.

8. Relationship of the Parties

The parties to this Agreement agree that the relationship created by this Agreement is that of BROKER-INDEPENDENT CONTRACTOR and that no employer-employee relationship by or among Contractor, Parker, and/or Client is intended by any party.

9. Contractor Employees

It shall be Contractor's responsibility to ensure that all its workers have the right to work in the United States. It shall be the Contractor's responsibility to provide workers' compensation insurance; if applicable, to pay any premium overtime rate for its employees who work on the project covered by this Agreement; to make required FICA, FUTA, and income tax withholding or other payments related to such employees; and to provide Parker with suitable evidence of the same whenever requested. In the event of any claims brought or threatened by any party against Parker or Client relating to the status, acts, or omissions of Contractor or its personnel, Contractor agrees to cooperate in all reasonable respects, including supporting the assertions of independent contractor status made in this Agreement. Contractor further agrees to file all necessary income tax reports and forms on a timely basis and make all payments due to the appropriate taxing authority.

In the event that Contractor requests to waive the requirement to provide workers' compensation insurance for Contractor or its employees, Contractor agrees to release Parker and Client from any and all claims by Contractor or its employees that are or might be covered by workers' compensation insurance, including but not limited to claims for personal injury or premises liability ("Workers' Compensation Claims"), and Contractor agrees to indemnify and hold Parker harmless from any and all liability or expense, including attorneys' fees, that Parker might incur by reason of such a Workers' Compensation Claim.

10. Right to Supervise

Contractor shall utilize his own independent judgment and discretion in the performance of the work without supervision or right to supervise or control as to the means and manner including time, location, and sequencing of performance by Parker or Client.

11. Service to Others

Contractor may provide services to others during the term of this Agreement provided that it does not interfere with its obligations and performance hereunder.

12. Risk of Loss

Contractor hereby releases Parker from any liability relating to representations about the task requirements or to the conditions under which Contractor will be working. Contractor shall be solely responsible and liable for the services it provides hereunder and will not look to Parker or Client for any indemnification or sharing of risk in the performance of its duties or the resulting work product.

13. Insurance

In addition to any other insurance required by an Addendum under this Agreement, Contractor will obtain for itself and its personnel before providing services, at its own expense, comprehensive general liability insurance coverage for projects covered by this Agreement, for limits of liability and terms reasonably satisfactory to Parker. A certificate of such insurance shall be furnished to Parker within five (5) days of the date of this Agreement. Contractor agrees to indemnify and hold Parker harmless from any and all liability or expense that Parker may incur by reason of bodily injury to any person, or property damage, or both, caused in whole or in part by the acts of Contractor, its agents, servants, and employees while performing work or services pursuant to this Agreement, including reasonable attorneys' fees. Contractor agrees to indemnify Parker against any amount Parker may ultimately have to pay due to Contractor's failure to timely file tax returns or information, or pay the proper amount of income taxes and related payroll costs to any appropriate taxing authority.

14. Cost of Suits

If Parker is successful in recovering damages or obtaining injunctive relief, Contractor agrees to be responsible for paying all of Parker's expenses in seeking such relief, including all costs of bringing suit and all reasonable attorneys' fees.

15. Entire Agreement

This Agreement and any attachments or exhibits hereto represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing and signed by both parties. Any prior agreements have been merged into this Agreement. Agreements between Parker and Client shall not modify or amend any terms of this Agreement unless signed by both Parker and Contractor.

16. Severability

Each provision of the Agreement shall be considered severable such that if any one provision of clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision of the Agreement that can be given effect without the conflicting provision of clause.

17. Right to Assign

Contractor is to provide services through its personnel named in the Addendum, for whom it is responsible, and may not assign its rights under this Agreement or any Addendum and may not subcontract its obligations hereunder to others.

18. Conflicts

To the extent that there may be any conflict between the terms of this Agreement and any Addendum that may be given hereto, this Agreement shall take precedence.

19. State Law

This Agreement shall be governed by the laws of the state of Washington and any litigation in connection herewith shall be brought in the state or federal courts of said state.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Parker

Contractor

Parker Staffing Services, LLC

Contractor name

By

By

Title

Title

Date

Date

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

Contractor: _____

Contractor Federal Taxpayer Identification Number: _____
 (Or Social Security Number on form W-9)

Licensed to do business in State of: _____

Business License Number: _____

Client: _____

Location of Assignment: _____

Contractor and Parker agree as follows:

1. Contractor is contracted to perform work for Client beginning _____ and ending _____ ("Initial Term") at a rate of \$_____ per hour ("Contractor rate") for the estimated total amount of \$_____, to complete work on the project described in the attached statement of work.
2. At the end of each week, Contractor shall submit an invoice, along with a time record authorization and verification of time spent that week on the project, signed by a duly authorized representative of Client. The invoice will specify the status of the project.
3. Parker will advance funds by check the week following the receipt of an invoice and authorized, signed time record.
4. Contractor will coordinate the times and location of services with Client.
5. Contractor agrees to perform the assignment within the guidelines as provided by the Client as same may be amended from time to time.
6. In accordance with an underlying contractual agreement with Client, Contractor will obtain for itself and its personnel before providing services, at its own expense the following insurance coverage:

ENTER CLIENT'S INSURANCE REQUIREMENTS FROM CONTRACT

- a. Comprehensive general liability insurance and Umbrella and/or Excess Liability insurance covering all of independent contractor's activities pursuant to the Agreement and Addendum. Such coverage shall have limits no less than \$ 1 million per occurrence and \$2 million in the aggregate.
 - b. Contractor requests to waive the requirement to provide Worker's Compensation Insurance.
7. Other expenses to be billed by and paid to Contractor include:
 8. Statement of Work (Attached)

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

Parker

 Parker Staffing Services, LLC

 605 5th Ave S, Ste 850 Seattle, WA 98104
 Address

 By

 Title

 Date

Contractor

 Contractor name

 Address

 By

 Title

 Date