

Independent Contractors Agreement

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “Agreement”), between J.T. Nitelife International (“Company”) and you (“Contractor”) (Individually a “Party” or collectively, the “Parties”), (the “Effective Date”), is date in which Contractor submitted his/her application with reference to the following recitals of fact.

RECITALS

WHEREAS, Company is engaged in the business providing entertainers (“Entertainers” or individually, an “Entertainer”) with referrals for prospective clients (“Clients” or individually, a “Client”) to entertain.

WHEREAS, Contractor is an independent contractor who desires to entertain Clients, and shall remain an independent contractor during the duration of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals of fact and the mutual promises and agreements contained herein, the Parties agree as follows:

1. **Services Covered**

Company hereby engages Contractor to perform the following types of services: Company will provide names of Clients to Contractor who, in turn, will provide entertainment services on a per job basis (a “Job”) to the Client.

2. **Term**

Subject to the provisions of paragraph 14, below, the original term of this Agreement shall be the six (6) month period commencing on the Effective Date. Subject further to the provisions of paragraph 14, below, this Agreement shall be renewed automatically for additional six (6) month periods, unless either Party advises the other Party of an intent not to renew this Agreement no later than thirty (30) days prior to the termination of the then-current term.

3. **Taxpayer Identification Number**

Prior to commencing the Services, Contractor shall provide Company with a duly executed IRS Form W-9, Contractor’s Social Security Number and obtain an Employer Identification Number (EIN) from the IRS and an EDD registration number.

4. **No Training or Instruction**

Company enters into this Agreement based on Contractor's demonstrated ability to perform the Services. Consequently, Company does not contemplate providing Contractor with any training or instructions with respect to the Services.

5. **Intent of Independent Contractor Relationship**

The Parties intend that relationship created by this Agreement shall be that of service recipient and independent contractor. In this regard, Contractor shall retain the exclusive right to control and direct all details of the Services.

For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, Your local jurisdiction's Personal Income Tax Withholding ("PIT"), Your local jurisdiction's Unemployment taxes ("UI"), Your local jurisdiction's State Disability Insurance ("SDI"), and all other federal, state and local laws, rules and regulations, Contractor (and Contractor's respective employees, if any) shall be treated as an independent contractor and not as an employee with respect to Company.

6. **No Benefits**

None of the benefits, if any, that Company provides to its employees shall be available to Contractor (or Contractor's employees, if any, which for purposes of this paragraph shall be included in term "Contractor"). Contractor's exclusion from benefit programs maintained by Company is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee with respect to Company. To the extent that Contractor may become eligible for any benefit programs maintained by Company (regardless of the timing of or reason for eligibility), Contractor hereby waives Contractor's right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

7. **Tax Reporting and Filing**

Contractor acknowledges and agrees that Contractor all be responsible (as a self-employed Individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Contractor under this Agreement. Company will not withhold any employment taxes from compensation it pays Contractor. Rather, Company will report the amount it pays Contractor on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

8. **Compensation**

Contractor shall be compensated for the Services performed hereunder in the form of commissions (“Commissions”) for each Job performed as more particularly set forth on the Commission Schedule attached hereto as Exhibit “A” and incorporated herein by reference as if set forth in full. Commissions shall be paid from fees collected by Contractor for the Services performed at each job (the “Service Fee”). Contractor is responsible to collect the Service Fee for each Job from the Client unless Client has prepaid Service Fee to Company via credit card. Where Contractor collects the Service Fee on a particular Job in cash from the Client, Contractor shall remit the Service Fee to Company less the Commission earned for such Job. In the event a Client pays a Service Fee via credit card, no Commission shall be due Contractor until such time as such charges have been verified and received by Company, Company shall then pay such Commissions (“Credit Card Commissions”) to Contractor on the 1st and 15th days of each month. Contractor shall be solely responsible for all costs incurred in connection with the performance of his or her Services.

9. **Equipment and Tools**

Contractor shall provide and be responsible for maintaining any equipment and tools that Contractor uses, or determines is necessary, to provide the Services.

10. **Manner, Time and Location**

Contractor shall have the right to perform the Services in such manner, at such times, and at such locations as Contractor deems appropriate. Company shall have no right to interfere with Contractor’s judgment with respect to the manner, time, and place of performance of the Services, so long as any performance deadlines that be established by Company are satisfied. In the event that Contractor agrees in any manner to perform a specific assignment or specific assignments and fails to perform such assignment(s) for any reason within Contractor’s control (e.g., Contractor fails to appear for the assignment(s) etc.), Contractor shall reimburse Company all fee(s) Company would have earned from said assignment(s). In this regard, Contractor hereby authorizes Company to deduct from any and all Commissions due under this Agreement all such lost fees which Company would have earned but Contractor’s failure to perform the agreed upon assignment(s).

11. **Right to Engage Assistants**

Contractor shall have the right to engage others to assist in the performance of the Service. Contractor shall be solely responsible for paying all compensation owed to any assistants Contractor engages and for paying, and/ or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. Contractor also shall indemnify and hold harmless against any and all liabilities attributable to the obligations imposed on Contractor under

this Paragraph 12. The Parties acknowledge that Contractor shall retain the exclusive right to determine which workers Contractor shall engage for these purposes.

12. **Performing Services for Others**

Contractor agrees that Contractor may perform services for others, so long as the performance of these services does not interfere with performance of the Services.

13. **No Status Reports**

Contractor shall not be required to provide Company with any status reports, oral or written.

14. **Termination**

Either Party may terminate this Agreement by providing the other Party with thirty (30) days advance written notice. In the case of a “Material Breach” (defined below) of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice. For purposes of this Agreement, a “Material Breach” shall be deemed to include, but not be limited to, the following:

- a. Theft or the deliberate or careless damage of any Company property or the property of any Contractor or Client;
- b. Removing or borrowing Company property without prior authorization;
- c. Performing Service under the influence of alcohol;
- d. Possessing, distributing, selling, transferring, or using-or being under the influence of alcohol or illegal drugs while performing Services;
- e. Provoking a fight or fighting while performing Services or on a premises owned or occupied by the Company;
- f. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by the Company;
- g. Engaging in criminal conduct of any manner whether or not related to the performance of Services under this Agreement;
- h. Failure to dress in business appropriate dress;
- i. Solicitation of any sex act or sex acts; and
- j. Failure to maintain adequate records of customers, shows, cancellations, and credit card receipts;

15. **Intellectual Property**

As a material condition to which Contractor agrees in exchange for the opportunity to provide the Services, Contractor expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of technical nature or not, made or developed by Contractor alone or in conjunction with any person or entity while performing the Services, which relate to or affect the business of Company (“Intellectual Property”), shall be the sole and exclusive property of Company. Contractor expressly agrees to disclose and reveal to Company all Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. Contractor hereby assigns to Company all rights, title, and interest in any Intellectual Property. Contractor agrees that Contractor will not use or disclose any Intellectual Property owned by Company to benefit a competitor, customer, individual, or other entity without the express written permission of Company.

16. **Indemnification**

Contractor indemnifies and holds harmless Company from and against any and all liabilities, losses, damages, claims or causes of action, and any connected expenses (including reasonable attorneys' fees) that caused, directly or indirectly, by or as a result of the performance by Contractor or its employees or agents of the Services, provided that nothing herein shall be construed to require Contractor to indemnify Company or against the negligent acts of Company or its employees.

17. **Notices**

Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Company or to Contractor at corresponding address below each Party's signature line. Contractor shall be obligated to notify Company in writing of any change in Contractor's address. Notice of change of address shall be effective only when done in accordance with Paragraph.

18. **Arbitration**

All disputes between Contractor (and Contractor's attorneys, successors, and assigns) and Company (and its affiliates, shareholders, directors, offices, employees, agents, successors, attorneys, and assigns) relating in any manner whatsoever to the engagement or service relationship between the Parties, including, without limitation, all disputes arising under this Agreement, ("Arbitrable Claims") shall be resolved by arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Acts (California Code of Civil Procedure Section 1280 et seq., including Section 1283.05 of the Act's other mandatory and permissive rights to discovery). Arbitrable Claims shall include, but not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all Arbitrable Claims. Subject to the foregoing sentence, **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.**

Either party may bring action in court to compel Arbitration under this Agreement and to enforce an Arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim.

Notwithstanding the foregoing, either party may, at its option, seek injunctive relief pursuant to Section 1281.8 of the California Code of Civil Procedure. All disputes involving Arbitrable Claims shall be decided by a single retired Superior Court Judge. If the parties fail to jointly agree on an Arbitrator, the complaining party shall file a Petition with the Superior Court for appointment of an Arbitrator in accordance with the provisions of the Act (Code of Civil Procedure Section 1281.6). The fees of the arbitrator shall be split between both Parties equally. The Parties agree that

this Paragraph shall survive the termination of this Agreement. Arbitration of Arbitrable Claims shall take place in Los Angeles County, California.

20. **Integration**

This Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's engagement by Company. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Company, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

21. **Amendments; Waivers**

This Agreement may not be amended except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

22. **Assignment; Successors and Assigns**

Neither Company nor Contractor shall assign rights or obligations under this Agreement.

23. **Severability**

If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

24. **Attorneys' Fees**

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

25. **Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California . The Parties acknowledge that this Agreement was entered into in Los Angeles County, California.

26. **Interpretation**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

27. **Force Majeure**

Neither Party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the Party's reasonable control.

28. **Contractor Acknowledgment**

Contractor acknowledges that Contractor has had the opportunity to consult legal counsel in regard to this Agreement, that Contractor has read and understands this Agreement, that Contractor is fully aware of its legal effect, and that Contractor has entered into it freely and voluntarily and based on Contractor's own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date.

Print Name _____ Date _____

Signature _____ Date _____