

## Independent Contractor Agreement

This contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between, Amusement Advantage, Inc. a Colorado S Corporation hereinafter referred to as "AA", and \_\_\_\_\_ hereinafter referred to as "Independent Contractor" or "IC", collectively referred to as the "Parties".

**Services:** AA provides mystery shopping services to its clients and retains independent contractors to assist in certain specific evaluations. IC agrees to provide such services to AA as outlined in the terms below on an evaluation-by-evaluation basis.

**Relationship:** It is understood and agreed that IC is not any kind of employee, agent, partner or representative of AA and AA is not to be construed in any way as your employer. As such, IC will not hold him/her self out to the public as an employee, agent, partner or representative of AA. IC has no authority to and may not accept orders for, bind, or obligate AA or its Clients in any way. IC has no authority to and may not solicit client business for AA. IC understands that at no time will IC be recognized by AA as an employee. IC must also never reveal their identity as a mystery shopper to any staff member of any facility at any time unless otherwise specified by AA. IC is not permitted under any circumstance to directly contact a client of AA or any representative of the client of AA for any reason aside from interacting with employees during the normal course of an assignment unless directly specified to do so in writing by AA.

**Taxes:** IC is solely responsible for reporting all income received from AA, and for paying all pertinent federal, state, and local taxes, and any other taxes and assessments levied by government authorities, as well as all other pertinent liabilities or payments. AA will not withhold income taxes or social security taxes from any compensation IC is due, or receives from AA. Nor will AA pay social security taxes or any other taxes on the IC's behalf. AA will not provide IC with a 1099 form as you will not be compensated any more than five hundred and ninety nine dollars in a calendar year.

**Insurance:** As an IC you are responsible, where necessary, to secure, at your sole cost, Worker's Compensation insurance, disability benefits insurance, and any other insurance as may be required by law. Because you are engaged in your own independent contract business, you are not eligible for, nor entitled to, and shall not participate in, any of AA's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefits plans is limited solely to AA employees. IC will also maintain appropriate insurance on any vehicle that he or she uses to conduct services for AA.

**Unemployment:** As an Independent Contractor, if you file for unemployment insurance, you cannot list AA as an employer. If contacted by a state unemployment office we must inform them that you are not an employee, but an Independent Contractor.

**Compensation:** The amount of compensation for each shopping assignment will be stated clearly when the work is offered to the IC. The compensation will vary greatly based on the complexity, time and location of the assignment. By accepting an assignment the IC thereby accepts the compensation. In many cases compensation may include or be limited to a number of free admissions, passes, tickets, gift certificates, etc. to the facility being evaluated, supplied prior to or at the time of the evaluation. In many cases the total number of passes, tickets, gift certificates, etc. given includes not only the amount required to complete the assignment but also extra passes, tickets, gift certificates, etc. The total monetary value of these extra passes, tickets, gift certificates, etc. includes payment for the assignment and/or reimbursement for other expenses IC may incur directly completing the assignment. These expenses may include but are not limited to parking, games, retail purchases and food purchases. Each specific assignment will outline any expenses the IC is required to pay and any reimbursement that is provided.

**Expenses:** With the exception of the direct expenses noted as being reimbursed on a specific assignment instructions IC shall be solely responsible for any additional expenses incurred and shall furnish any tools, equipment and materials necessary for execution of its duties under this agreement. These non-reimbursable expenses may include but are not limited to travel, babysitters, postage, photocopies, phone, and fax and Internet charges. IC will not have any right of reimbursement against AA for any expenses pertaining thereto.

**Non-Payment:** All evaluations must be submitted within 24 hours or earlier if specified by the client, be of acceptable quality and meet the client requirements for the assignment as outlined in the instructions for the IC to be paid and / or reimbursed. AA reserves the right to lower or deny payment and/or reimbursement amounts due to late or poor quality assignments and failure to follow specific instructions and client requirements as outlined by AA.

**Exclusivity:** IC is free to provide mystery-shopping services to any other company, at any time, except directly for the companies that AA works with. Aside from specified above, you may engage in any business, which you may determine, and are not required to devote all your energies exclusively for the benefit of AA. For one year after acceptance of any assignment for AA, IC will not engage in, own an interest in, manage, control, become directly employed by, represent, participate in or be connected to the management or control (in any capacity other than mystery shopper) of any business which provides mystery shopping services or competes with AA; or attempt to influence AA Clients to place their business with any other individual or business.

**Risk:** IC shall perform its work towards fulfillment of its duties under this agreement at its own risk, including but not limited to responsibility for condition of tools, equipment, materials, and job site. IC also acknowledges that there are certain risks associated with participating in various rides and attractions at AA's clients facilities and that the IC assumes full responsibility for participating in those rides and attractions and at no time is the IC required to participate in any ride or attraction at any facility they are assigned to evaluate by AA. IC is also not required to consume alcohol if an assignment includes the evaluation of a bar.

**Liability:** AA assumes no responsibility for accident or loss to any person resulting from or in any way connected with the condition or use of the facility being evaluated or any action associated with completing services for AA. You agree to indemnify and hold harmless AA, its successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, by reason of your, your employees', or agents' performance of any services for AA or your business as an Independent Contractor. Specifically, you shall make no claim against AA for any damage or loss suffered as a result of or in connection with any product or service of AA's clients and you shall hold AA harmless with respect to any claim you may assert against any other party.

**Laws:** IC is responsible for the conduct of his/her assignment and/or business in compliance with all applicable laws. IC is expected to conform to and obey all facility rules and regulations either posted or informed of by facility employees at all times during their visit. IC is also expected to conform to all city, state and federal laws while completing services for AA.

**Confidentiality:** All AA evaluations, materials and forms are the property of AA and cannot be duplicated or redistributed in any way at any time. AA holds the copyright to the questionnaires used in completing your assignments and to certain other documents AA may provide. You agree not to disclose to any other person, firm or corporation, nor use for your personal benefit during or after the term of this Agreement, any information relating to AA and/or its clients and/or shopping projects. This includes, but is not limited to, client forms and specifications and any other written material supplied by AA. You also agree not to disclose any of AA's methods, processes, ideas or information acquired in the course of performing evaluations for AA. This confidentiality agreement specifically prohibits you from disclosing such confidential information to AA's competitors, but is not limited to competitors. Should the above-mentioned information fall into the hands of any of AA's competitors or our clients' competitors, you could be held responsible.

**Conflict of Interest:** If at any time IC becomes employed or has a relative or friend that is employed by a client that AA has assigned the IC to evaluate, the IC agrees to decline the assignment and notify AA of such employment immediately.

**Privacy:** AA will not reveal IC's identity to anyone, including Clients. AA agrees not to sell, distribute, or in any way make IC's Profile information or identity available to any third party, including AA's Clients, without specific permission.

**Assignments:** AA will assign work according to client needs and IC qualifications and availability. AA is under no obligation to assign IC with any assignments and IC is under no obligation to accept assignments. IC is free to engage in any other activities IC desires when not engaged on an assignment for AA. Likewise, AA has no obligation to contact IC about available assignments. IC will not accept an assignment unless they are completely capable of fulfilling the requirements of the assignment. Failure to perform assigned visits and/or late, poor quality, or incomplete evaluations may result in no further assignments from AA and/or IC may also be required to reimburse AA the cost of any and all facility passes, admissions, tickets, coupons etc. that are used by IC.

**Communication:** IC agrees to receive emails from AA for the purpose of receiving offers for mystery shopping assignments, updates about assignments with AA and correspondence from AA staff. IC understands and agrees that these email notices and correspondence do not constitute email spam. IC also recognizes that staff members from AA may contact the IC at the phone numbers and mailing address provided and the IC has given AA permission to do so.

**Work Schedule:** It is understood and agreed that you may choose any specific day or time on which to conduct the shopping services for the evaluation as long as: the services are rendered within the clients' parameters and performed by the evaluation deadline; and all shopping reports are submitted to AA within 24 hours of visiting the facility or otherwise specified by client requirements. Further, you shall be responsible for selecting the means of travel to the location to perform the evaluation and conducting the evaluation within the broad criteria established by AA's clients.

**Equipment:** If a particular client requires unusual equipment in performance of the evaluation, AA will sell or rent this equipment to you but will withhold a portion of final payment until you return that equipment to AA at AA's request. You may also acquire the equipment from any other source, provided the equipment conforms to the clients' specifications, if any, for that equipment.

**Fraud:** IC understands that the information provided by the IC both on the Mystery Shopper Application submitted to AA and on documents and reports provided to AA in connection with completing assignments must be factual. Failure to provide accurate, complete information at any time constitutes fraud, which may cause harm to AA and/or its clients and for which AA will pursue all appropriate and available legal remedies.

**Breach of Contract:** AA shall be entitled to a preliminary injunction restraining IC from a breach or threatened breach: provided, however, that nothing herein shall be construed as prohibiting IC from pursuing any other remedies available for a breach or threatened breach, including recovery of damages from IC.

**Termination:** This Agreement's term shall begin on the date you sign it and shall remain in force until terminated. Either party may terminate the Agreement at any time by giving thirty (30) days notice to the other. If you wish to terminate this agreement after having accepted an assignment, you are obligated to finish that evaluation and the agreement will stay in force until the assignment is complete. AA may choose to waive this obligation due to unforeseen circumstances.

**Miscellaneous:** This agreement is solely between you and AA and cannot be assigned. It constitutes the entire agreement between you and AA. All additional information or client specifications given to you regarding evaluations, which are consistent with this Agreement, are hereby incorporated by reference. This agreement shall be governed by, and enforced in accordance with, the laws of Colorado. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force. The Headings in this Agreement are to make it easier to read and should not be considered when interpreting various provisions of the agreement. This Agreement shall be binding upon the parties, their respective agents, employees, successors, heirs and assigns.