

# Independent Contract Agreement



This agreement is made between

**Jeff A. Johnson, Explorations Early Learning LLC, 1524 Summit Street Sioux City Iowa, 51103 (the Contractor) and**  
**(The Agency)**

and entered into as of the date signed, below, for and in consideration of the mutual covenants and promises made herein. The parties agree as follows:

**1) PURPOSE OF THE AGREEMENT. This agreement is entered into for the purpose of:**

**2) DUTIES OF THE CONTRACTOR**

Contractor agrees to provide the above services at the following time .

**3) TERM**

This Agreement shall be in effect . This agreement shall terminate automatically and without notice at the end of its term.

**4) COMPENSATION**

The Agency agrees to pay compensation for the above mentioned services as follows:

Training Fee:	\$	
Per Diem:	\$40	
Mileage:	\$	(          miles x .50 cents/mile)
Airfare:	\$	
Hotel:	\$	
Ground transportation:	\$80	
Other Expenses:	\$	
TOTAL	\$	

A deposit of fifty percent of the total fee is due 2 months before the event. The balance is due on or before the day of the event. A 10 percent late fee may be imposed if payments are not made as outlined above.

**5) REPORT AND COMMUNICATION**

Contractor shall provide regular updates to the agency on the process or status of the services being performed as requested.

**6) STATUS OF CONTRACTOR**

Contractor is an independent contractor. Nothing in this Agreement shall be construed to create an employee/employer relationship between the parties. As an independent contractor, Contractor is not entitled to any benefits afforded to regular employees of the agency, including but not limited to vacation pay, holiday pay, administrative leave, or health insurance.

Contractor is also solely responsible for prompt payments of any taxes due to any taxing authority. Contractor acknowledges and agrees it is Contractor's obligation to report as income all payments received by Contractor and pay taxes thereon as required by the tax law of the United States and any other jurisdiction. The Contractor shall reimburse, indemnify, hold and save the agency harmless to the extent that any obligation to pay taxes on income is imposed by any taxing authority on the agency. Taxes included in this paragraph include, but are not limited to, withholding, Social Security taxes, workers compensation, and employment, to disability taxes.

**7) TERMINATION**

This agreement may be terminated at any time by either party, with or without cause, provided that written notice of termination is submitted to the other party at least five days prior to the intended date of cancellation.

**8) CONFIDENTIALITY**

Contractor agrees to hold any and all knowledge with respect to Agency operation, finances, enterprises, or plan that may be directly or indirectly obtained, in strict confidence. Agency agrees to hold the terms of this contract in confidence.

**9) ASSIGNMENTS**

No assignment of the obligation of this Agreement, in whole or in part, shall be made without the prior written consent of both parties.

**10) JURISDICTION**

This agreement shall be governed and interpreted in accordance with the laws of the United States of America and the community in which the training takes place.

**11) COMPLETE AGREEMENT**

This agreement contains the complete agreement of the parties and supersedes all other agreements, oral or written, between them.

**12) AMENDMENTS**

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding on the party to be charged only if evidenced by writing signed by both parties.

**13) CANCELLATIONS**

If a session is canceled by the Agency and rescheduled within six months of the original date, there will be no cancellation charge. If the cancellation happens six months or more before the event, and is not rescheduled, the fee will be 25% of the contract agreement. If the cancellation occurs less than six months before the event, and is not rescheduled, there will be a 50% cancellation charge.

If a cancellation is made by the Contractor, a full refund will be made of any advance payment on the contract.

**14) MISCELLANEOUS PROVISIONS**

- A) The Agency will provide an LCD or DLP projector and screen for use during all training sessions.
- B) The Agency will provide a wireless microphone for sessions if the Contractor deems that one is necessary.
- C) The Agency agrees to allow the Contractor to sell books and other merchandise after sessions and agrees to provide a table for this activity in a convenient location.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

\_\_\_\_\_  
Jeff A. Johnson, Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date