

## **AGREEMENT FOR INDEPENDENT SERVICES**

This Agreement for Independent Services (“Agreement”) is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”) by and between \_\_\_\_\_ with offices \_\_\_\_\_ (“Company”) and **High Pass Productions, LLC**, (“Contractor”), a Utah limited liability company with offices at 338 East 11200 South, Sandy, Utah 84070.

In consideration of the mutual consideration described herein, the Parties agree as follows:

**1. Services.** Contractor agrees to provide services (hereinafter “Services”) as described in the attached Statement of Work (“SOW”) or quote \_\_\_\_\_. The Parties hereby agree:

- (a) Contractor shall provide the Services in accordance with the terms of this Agreement and such services and work product shall be consistent with the best industry practices and the highest professional standards;
- (b) The Services shall be performed at such locations as may be specified in the SOW or quote;
- (c) Contractor shall only act as an independent contractor to Company in providing the Services under this Agreement; and
- (d) Using its best efforts and discretion, Contractor, in conjunction with Company, shall determine the proper method of providing the Services under this Agreement and Contractor shall determine the means and be responsible for providing Services under this Agreement;

**2. Compensation.** In exchange for Contractor’s satisfactory provision of the Services under this Agreement, Company agrees to pay Contractor the fees (“Fees”) as specified in the SOW or quote. If the SOW or quote does not specify reimbursement of expenses, then expenses shall not be reimbursed by the Company unless mutually agreed upon in advance by both the Company and the Contractor in writing. Upon completion of the Services, Company shall pay Contractor the Fees. The Employer will be invoiced within 5 business days of completion of the services, with payment due within 14 business days of receipt of the invoice.

**3. Independent Contractor.** The relationship between Company and Contractor is an independent contractor relationship and as such:

- (a) Contractor is not, nor shall be deemed to be, an employee of Company for any reason;
- (b) Contractor is not, nor shall be deemed to be, entitled to any incident or benefit of employment with Company for any reason including, but not limited to, unemployment

compensation, workers' compensation benefits, and/or any other benefit to which Company employees are entitled;

- (c) Except as expressly set forth in this Agreement, Contractor does not have any authority, express or implied, to enter into contracts or agreements by or on behalf of Company or to bind the Company in any manner and shall not act as an agent or representative of Company;
- (d) Contractor is solely responsible for paying any and all income or other taxes due and owing as a result of any payment it receives for providing Services under this Agreement, and shall indemnify and hold Company harmless for and against any and all taxes, fees, and/or penalties with which it is assessed as a result of Contractor's failure to pay such taxes.

**4. Work for Hire.** Upon the execution of this Agreement, Company shall own, possess and otherwise hold all right, title and interest in the Work Product, as defined in the SOW or quote, created by Contractor including, without limitation, all copyrights relating to the same. Further, the Work Product shall be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), with respect to which Company is the "author" within the meaning of the Act. All Work Product created by Artist (including all copies of Work Product in whatever medium fixed or embodied) will be owned exclusively by Company, and Contractor expressly disclaims any ownership or interest whatsoever in all Work Product. To the extent that any element of the Work Product does not constitute "works made for hire" within the Act, Contractor agrees to waive all "moral rights" in such Work Product or, alternatively, to never enforce such rights against the Company or its successors or assignees. Provided, however, to the extent such agreements to waive and/or not to enforce Contractor's moral rights are found void or unenforceable by applicable law, Contractor hereby assigns, transfers, and conveys to Company all right, title, and interest, both in the United States and internationally, in and to such Work Product (and all copies thereof) to Company, without the requirement of further consideration

**5. Term and Termination.** This Agreement shall commence as of the Effective Date and shall continue until the services are performed to the reasonable satisfaction of Company and until the deliverables described in the SOW or quote are delivered and reasonably accepted by Company. This Agreement may be terminated by either party, without cause, at any time. Upon termination by either Party, any unpaid Fees shall be paid by Company in accordance with this Agreement.

**6. Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach shall not be a waiver of such rights or a waiver of any subsequent breach.

**7. Notices.** All notices from either Party to the other shall be in writing and shall be deemed to have been properly given (a) three days after having been mailed postage prepaid; (b) when delivered in person; or (c) when sent by email to the addresses above, or to such other address or person as either Party may designate.

**8. Entire Agreement; Amendment.** This Agreement sets forth the entire agreement between the Parties hereto, and may not be changed, amended, discharged, or modified without the mutual written agreement signed by both parties.

**9. Default, Breach and Violation.** If either party defaults, breaches or violates this Agreement, and a dispute arises to enforce the terms hereof, the prevailing party shall be entitled to reimbursement from the other party of all costs, including attorney's fees and costs incurred to enforce the terms of this Agreement.

**10. Governing Law; Jurisdiction; Venue.** This Agreement shall be construed and interpreted according to the laws of Utah. The parties agree that any controversy arising under this Agreement shall be adjudicated in Utah County, Utah by a competent court.

IN WITNESS THEREOF, the undersigned represents and warrants that it has full authority to bind themselves and their respective entity to the terms of this Agreement as of the Effective Date.

	_____	<b>High Pass Productions, LLC</b>
By:	_____	By: _____
	_____	Adam Millett
Title:	_____	Title: Member
	_____	_____

