

Agreement To Provide Services As An Independent Contractor

between

HBNB Productions, Inc. 310-536-7866

PO Box 1438, Lake Forest, CA 92609

(from here forward sometimes referred to as "HBNB")

And the Independent Contractor stated below

(from here forward sometimes referred to as "Contractor" and/or "IC")

Name (Independent Contractor): _____

Address: _____

Contact: _____

Daytime

Mobile

E-mail

SSN: _____ Date of Birth _____

Driver's License # _____ State _____

Auto Insurance Carrier _____

Emergency contact: (name) _____ Phone _____

(address) _____

<p>1. It is the express intention in this agreement that individual named above render services to HBNB Productions, Inc. as an Independent Contractor and not an employee of HBNB Productions. Independent Contractor is under the control of HBNB Productions only as to the result of Independent Contractor services and not as to the means by which the result is accomplished. Independent Contractor shall, subject to the provisions of this agreement, retain sole and absolute discretion and judgment with respect to the manner of rendering services contemplated under this agreement. Independent Contractor also agrees to hold himself or herself out to the public as an Independent Contractor. Independent Contractor shall not be authorized to commit HBNB Productions, Inc. to any liability or obligation.</p> <p>Independent Contractor acknowledges and agrees that HBNB is not his/her employer and he/she is not an employee of HBNB Productions.</p>	<p>Independent Contractor Initials</p>
<p>2. Independent Contractor shall provide all services customarily rendered by a Spokes Model in the promotional industry. Independent Contractor, has the right to perform services for other persons and entities subject only to the timely and complete fulfillment of the services for which Independent Contractor is being retained by HBNB Productions.</p>	<p>Independent Contractor Initials</p>
<p>3. Independent Contractor acknowledges and agrees that he/she will be representing one or more of HBNB's clients as a Spokes Model at various marketing / promotional events. Independent Contractor shall</p>	<p>Independent Contractor Initials</p>

<p>bear all expenses incurred and provide all tools required in connection with the performance of Independent Contractor's services.</p>	
<p>4. The negotiated rate of compensation will depend upon the individual promotional event but will not fall below the California minimum wage. Payment of such compensation is subject to the satisfactory completion of Independent Contractor services, including an event recap, and submission of an invoice with Independent Contractor's Social Security Number, and mailing address to HBNN Productions.</p>	<p>Independent Contractor Initials</p>
<p>5. HBNN Productions shall not be responsible for withholding or paying any amount for worker's compensation insurance or any federal, state, or local tax with respect to the compensation payable to Independent Contractor. Independent Contractor agrees to indemnify and hold HBNN Productions, Inc. harmless from and against any and all claims, losses or expenses in connection with Independent Contractor status regarding taxes, health and employment insurance. Independent Contractor acknowledges signing a W9 so that HBNN can issue a Form 1099 for tax purposes.</p>	<p>Independent Contractor Initials</p>
<p>6. Independent Contractor represents and warrants to HBNN Productions that Independent Contractor has all requisite authority to engage in business and to perform the services that are the subject of this Agreement. Independent Contractor shall, at the request of HBNN Productions, provide HBNN Productions with proof that Independent Contractor is legally able to work in the United States.</p>	<p>Independent Contractor Initials</p>
<p>7. NONSOLICITATION / NONCOMPETITION. During the term of this agreement and for a further period of two years thereafter, Independent Contractor agrees not to compete with or solicit directly or indirectly or to encourage any employee or consultant of HBNN to leave or terminate such employment or consultancy for any reason, including without limitation, becoming employed or otherwise engaged in any capacity by Independent Contractor (or any person or entity associated with or employing Independent Contractor or owned to any degree directly or indirectly by Independent Contractor), nor will Independent Contractor assist others in doing so. The term "not compete" as used herein shall mean that the undersigned shall not own, manage, operate, consult to or be employed in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may substantially engage during the contract term.</p>	<p>Independent Contractor Initials</p>
<p>8. Independent Contractor further agrees that for the duration of this agreement and for a further period of two years thereafter, Independent Contractor will not enter into a separate business arrangement, formal or informal, with any client of HBNN, its assigns or successors, to conduct or provide for any service that is offered by HBNN Productions, Inc. unless express, advance written consent is provided by HBNN Productions, Inc.</p>	<p>Independent Contractor Initials</p>
<p>Additionally, the undersigned acknowledges:</p> <ol style="list-style-type: none"> 1. That during the course of my contract there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to: 	

<p>a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, and research projects.</p> <p>b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.</p> <p>2. Independent Contractor agrees that they shall not during, or at any time after the termination of my contract with the Company, use for themselves or others, or disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.</p> <p>3. That upon the termination of my contract with the Company:</p> <p>a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain any copies, notes or abstracts of the foregoing.</p> <p>b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.</p> <p>4. The terms and conditions of this Agreement are just and necessary in the protection of the confidential nature of the Company's information and resources.</p>	
<p>9. As a representative of HBNB Client(s) Independent Contractor may be issued, on loan, marketing / advertising products including but not limited to slacks, jackets, tops, hats, dresses, shirts, shorts, promotional give-away items. Independent Contractor agrees to return any and all items immediately upon request in good, clean and reusable condition. To assure that all such items are returned, Independent Contractor agrees to post a \$100.00 security deposit. In lieu of posting a security deposit, Independent Contractor agrees to have the deposit deducted from any money (compensation) owed to Independent Contractor by client in the event that items are lost, ruined or not returned.</p>	<p>Independent Contractor Initials</p>
<p>10. Independent Contractor agrees to represent HBNB's client in a professional manner, to be present at each event for which he/she is booked, well groomed and on time. Client has the right to dismiss Independent Contractor from any booking if not performing duties to the satisfaction of the client including inappropriate attire. Compensation will be prorated for the time worked. If Independent Contractor is late to event, regardless of reason, a penalty by client of \$15.00 for each fifteen minutes will be deducted from Independent Contractor's compensation. This also applies if Independent Contractor is late from breaks given by clients. If independent contractor fails to show up for a scheduled event, client reserves the right to assess a fine of \$200.00 or half the day's rate, whichever ever is more, against Independent Contractor.</p>	<p>Independent Contractor Initials</p>
<p>11. HBNB Productions is not responsible for compensation to Independent</p>	<p>Independent Contractor Initials</p>

Contractor if bookings are cancelled for any reason by HBNB's client.	
12. All disputes concerning this agreement shall be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association in Los Angeles, California. The prevailing party shall recover its reasonable attorney fees and arbitration costs from the losing party.	Independent Contractor Initials
13. In the event that Independent Contractor defaults on his/her commitment for a promotion [failing to show up at the event] causing loss of revenue to HBNB or loss of HBNB client, HBNB Productions reserves the right to seek damages against Independent Contractor in a court of law.	Independent Contractor Initials
14. This document constitutes the Entire Agreement between HBNB Productions, Inc. and the Independent Contractor. It replaces and supersedes any and all oral or written agreements which might have previously been in place, and can only be changed by written agreement by both parties.	Independent Contractor Initials

In Witness Whereof, the parties have executed this agreement.

Independent Contractor	HBNB Productions
Date:	Date:
Printed Name:	Printed Name:
Signature	Signature

***AS AN INDEPENDENT CONTRACTOR, THE MODEL IS CONSIDERED PROFESSIONALLY CONTRACTED (REFERRING TO ACCEPTED INDUSTRY STANDARD) TO EXECUTE A JOB AND MAY BE HELD LIABLE FOR ANY LOSSES TO HBNB or Client DUE TO FAILURE OF MODEL TO ACT PROFESSIONALLY IN ANY MANNER WITH RELATION TO TYPICAL INDUSTRY STANDARDS.

Contractors of HBNB Productions, Inc. will be paid net 30. Exceptions may occur if an invoice is not submitted, and on certain holidays dictated by US Postal Service.

***THIS FORM MUST BE SIGNED, ACKNOWLEDGING UNDERSTANDING AND ACCEPTANCE OF THE ABOVE TERMS, BY ALL INTENDING TO PERFORM CONTRACTED WORK WITH HBNB PRODUCTIONS, INC.

Independent Contractor SIGNATURE

DATE SIGNED AND AGREED

TALENT RELEASE FORM
HBNB PRODUCTIONS, INC.
PO Box 1438, Lake Forest, CA 92609

THIS WILL CONFIRM THAT I HAVE AGREED TO BE PHOTO/VIDEOGRAPHED BY HBNB PRODUCTIONS, INC. AND ITS SUCCESSORS (HEREINAFTER CALLED PRODUCER) AND THAT PRODUCER WILL OWN ANY AND ALL RIGHTS IN SAID PHOTO/VIDEOGRAPHY OF ME.

THIS WILL PERMIT PRODUCER TO PROCEED WITH THE SAID PHOTO/VIDEOGRAPHY AND I NOW WAIVE, TO PRODUCER AND ITS SUCCESSORS, ASSIGNEES AND LICENSEES, ALL PERSONAL RIGHT AND OBJECTIONS TO ANY USE OR ALTERATIONS, TO BE MADE OF ME, MY NAME OR MY PERSONALITY IN CONNECTION WITH THE USE OF PHOTO/VIDEOGRAPHY CONTAINING MY LIKENESS, FOR ANY AND ALL MOTION PICTURE, RADIO, INTERNET AND TELEVISION PURPOSES, AND PERFORMANCES THEREOF, ACCOMPANIED BY ANY NARRATION AND DIALOGUE WHATSOEVER, AND THE PUBLICITY IN CONNECTION THERE WITH, AND/OR FOR ANY OTHER TRADE AND ADVERTISING PURPOSES. I UNDERSTAND THAT IN PROCEEDING WITH SAID PHOTOGRAPHY, PRODUCER WILL DO SO IN FULL RELIANCE ON THE FOREGOING PERMISSION.

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____