**AMK Inc. dba SKYLINE PENTHOUSE**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement, when accepted by AMK Inc. dba SKYLINE PENTHOUSE, a California Corporation, located at 224 E 11th Street, Suite 601, Los Angeles, CA 90015 (“Company”), is made as of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ by and between the Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a person, with CA DL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CA \_\_\_\_\_\_\_ (“Contractor”).

IN CONSIDERATION of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. **Scope of Work**

The Company engages the Contractor to furnish the work described in the Schedule attached to this Agreement, and incorporated herein by reference as Exhibit A. Contractor agrees to furnish the work at the times scheduled and agreed upon at the amounts specified in the Schedule. The attached Schedule may be modified, from time to time, upon agreement of the parties.  The Contractor shall proceed with such modified or additional services only upon receipt of written approval by the Company.

1. **Price and Payment**

The Company agrees to pay the Contractor in accordance with the price and payment terms set forth in the Schedule attached to this Agreement, and the Contractor agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as the Company shall request in order to acknowledge payment.  The Contractor acknowledges that its federal employer tax identification number, or social security number in the case of an individual, is correctly set forth in the Schedule attached to this Agreement.

1. **Independent Contractor Relationship**

The Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Company.  The Company shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the Company.  The Company is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor.  Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the Company are entitled to receive and shall not be entitled to workers’ compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the Company.

1. **Business of Contractor**

The Contractor represents and warrants to the Company that the Contractor is engaged in an independent calling of providing household and other services and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement.  Upon request by the Company, the Contractor shall provide the Company with copies of all documents reasonably requested by the Company to verify the Contractor’s established business and the representations set forth herein.  Notwithstanding any due diligence performed by the Company with respect to the subject matter of these representations, the Contractor shall indemnify and hold the Company, its directors and officers, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

1. **Employees of Contractor**

The Contractor shall be solely responsible for paying its employees.  The Contractor shall be solely responsible for paying any and all taxes, FICA, workers’ compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Contractor and its employees, servants and agents.

1. **Insurance**

The Contractor shall furnish the Company with current certificates of coverage of the Contractor, and proof of payment by the Contractor, for workers’ compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the Company may require from time to time.  The Contractor shall maintain all such insurance coverage and shall furnish the Company with certificates of renewal coverage and proofs of premium payments.  If the Contractor fails to pay a premium for insurance required by this paragraph before it becomes due, the Company may pay the premium and deduct the amount paid from any payments due the Contractor and recover the balance from the Contractor directly.

1. **Risk**

The Contractor shall perform the work at its own risk.  The Contractor assumes all responsibility for the condition of tools, equipment, and materials, and job site.  The Company will not reimburse the Contractor for any expenses incurred by Contractor as a result of services rendered under this Agreement, including, but not limited to, car-related expenses, telephone expenses, costs of cleaning supplies, and equipment.

1. **Indemnity and Warranty**

The Contractor shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements.  The Contractor shall indemnify and hold the Company, its directors and officers, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by Contractor, its agents or employees.

1. **Assignment**

The Company may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Contractor.  The Contractor may not assign any of its rights or duties under this Assignment without the prior written consent of the Company.

1. **Term and Termination**

Time is of the essence in the provision of services under this Agreement.  This Agreement is effective as of the date signed by both parties. Both parties acknowledge that additional services may be requested under the agreement. The agreement shall terminate upon Contractor’s completion of the services agreed to in accordance with the Schedule attached to this Agreement, unless terminated in accordance with the provisions set forth in this Section.  Notwithstanding anything herein to the contrary, the Company reserves the right to terminate this Agreement at any time upon delivery of written notice of termination, and Contractor shall be compensated for all services provided prior to such termination.  The Company may terminate this Agreement immediately, however, should Contractor fail to perform any of its obligations hereunder, including without limitation completion of the services provided for herein in a timely manner.  The Contractor acknowledges and agrees that its obligations pursuant to Section 8, as well as any obligation to protect confidential information or trade secrets of the Company and assign intellectual property rights to the Company, shall survive the termination or expiration of this Agreement.

1. **Non-Compete Agreement**

1. While this agreement is in effect, Contractor shall not be allowed to be hired independently (directly paid) or work with other similar studios within a mile radio of Company unless the Contractor pays an exit fee.
2. After the Contractor has ended the provision of services to the Company the Contractor agrees to not provide services for any other similar studios within a mile radio of Company without written permission of the Company. The Contractor agrees that they will not provide services for a period of one year after termination of services.
3. The Contractor may alternatively pay an Exit Fee of $750.00 to the Company only after six months of service has been provided to the Company if the Contractor wants to work directly for the other similar studios within a mile radio of Company. The Company shall have no further obligation to the Contractor including scheduling, obtaining work, or any other act performed in the relationship between Company and Contractor.
4. Liquidated Damages. Should Contractor fail to pay the exit fee and continue to provide services directly to any other studios within a mile radio of Company then the Contractor agrees to be liable for the sum $10,000 plus reasonable attorney’s fees and costs of collection.  The amount of liquidated damages are agreed due to the difficulty of determining the exact amount of monetary damages.

1. **Settlement by Arbitration**

Any claim or controversy that arises from or is related to this agreement shall be determined through Arbitration in Los Angeles County. The arbitration shall be based upon the Rules of The American Arbitration Association. Any Court in Los Angeles County, California with Jurisdiction may enter judgment.

1. **Severability**

If for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.  If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law any prior agreement between Company (or any predecessor thereof) and the Contractor shall be deemed reinstated as if this agreement had not been executed.

1. **Effect of Prior Agreement**

**T**his agreement supersedes any prior agreement between the Company or any predecessor of the Company and the Contractor, except that this agreement shall not affect or operate to reduce any benefit or compensation inuring the Contractor of a kind elsewhere provided and not expressly provided in this agreement.

1. **Limited Effect of Waiver by Company**

Should Company waive breach of any provision of this agreement by the Contractor that waiver will not operate or be construed as a waiver of further breach by the Contractor.

1. **Assumption of Agreement by Company’s Successors and Assignees**

The Company’s rights and obligations under this agreement will inure to the benefit and be binding upon the Company’s successors and assigns.

1. **Oral Agreements are Not Binding**

This instrument is the entire agreement of the Company and the Contractor.  Oral changes have no effect.  It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

1. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of California.

1. **Confidentiality**

The Contractor acknowledges and agrees (a) that all intellectual property and any other plans, specifications, designs and other documents and materials created pursuant to this Agreement or related to the services to be provided hereunder and any information, work in progress, trade secrets or other secret or confidential matter related to the business or projects of the Company constitute confidential information (“Confidential Information”), and (b) that the Contractor shall not use, copy or disclose to any person, firm or corporation any such Confidential Information, unless such use, copying or disclosure is necessary to accomplish the Contractor’s duties hereunder and has been authorized in writing by the Company.

1. **Entire Agreement**

This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. This Agreement may be modified only by a writing signed by both parties.

 ///

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown above.

**COMPANY:**

AMK INC., dba Skyline Penthouse

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Representative’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Representative’s Printed Name

**CONTRACTOR:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Printed Name

**EXIHIBIT A**

The Company shall pay Contractor $\_\_\_15.00\_\_\_\_ per one hour block for the services of the Contractor, payable at regular payroll periods.

For example, if Contractor is paid $15.00 per one hour block, then the pay schedule would follow considering a minimum of two hours:

            2 Hour Block = $30.00

3 Hour Block = $45.00

            4 Hour Block = $60.00

            5 Hour Block = $75.00

            6 Hour Block = $90.00

            7 Hour Block = $105.00

            8 Hour Block = $120.00

For probation period, the pay schedule would follow considering a minimum of one hour.