

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of 20_____, between Choice Interpreters, a Division of Choice Temps, Inc., a corporation duly organized and existing under the laws of the State of New York with its principal offices at 501 5th Avenue, New York, New York 10017 ("Company") and _____ an independent contractor d/b/a with his/her principal office at _____ ("IC").

WHEREAS,

A. The Company is primarily engaged in the business of providing to customers within the New York area ("Customers") on an "as needed" basis, the services of independent contractors who are qualified professionals.

B. The IC is an independent contractor and qualified sign language interpreter interested in performing such services for the Company's Customers.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Services

(a) The IC shall be added to the roster of professionals maintained by the Company and shall be offered referrals to perform services for the Company's Customers as a professional when such services are needed.

(b) The IC may accept or refuse any referral offered by the Company and may accept as few or as many referrals offered (including none or all) as he/she may elect.

(c) Nothing contained herein shall prevent the IC from contracting with any other business entity that provides the same or similar services as the Company, or competes directly with the Company for the Customers.

(d) The IC shall retain control and the right to exercise professional judgment over the manner, means, details and methods by which services to the Company's Customers are performed. The IC agrees to perform all services in accordance with the currently approved methods and practice of his/her profession and according to the RID Code of Professional Conduct, APTA, AOTA and ASHA.

(e) In the event that orientation or attendance at orientation sessions is required for the IC to perform services hereunder, the Company shall have no responsibility to provide such orientation or orientation sessions.

(f) All services to be performed by the IC hereunder shall be performed at the location requested by the Customer, but in no event shall the Company provide the IC with an office or any other facilities.

(g) For assignments lasting up to two hours, the interpreter(s) is required to wait a minimum of 30 minutes if the Deaf consumer is not present at the confirmed start time of the job. The customer can discharge the interpreter immediately or request that the interpreter waits until the end of the assignment for the Deaf consumer to arrive.

(h) If the original Deaf consumer is a no-show, the customer can substitute another Deaf consumer, currently on the premises and for whom an interpreter was not scheduled, with the understanding that all other rules regarding appropriates of timeframe, gender and skill level apply.

- (i) For assignments more than two hours, the interpreter will check with the customer to find out how long to wait.

2. Compensation

(a) The IC will be compensated in the amount and the manner set forth in the Service and Fee Schedule attached to and made a part of this Agreement.

(b) The IC acknowledges that the Company has made no representations or guarantees as to any minimum amount of fees, treatment hours or referrals that will be offered to him/her during the term of this Agreement.

(c) The Company will not compensate the IC for any services which are not authorized in advance by the Customer and/or the Company.

(d) The IC as an independent contractor agrees that he/she is not entitled to any fringe benefits such as sick pay, paid holidays, paid vacation, bonuses, pensions or other benefits.

(e) There shall be no deductions or contributions made by the Company for Federal Tax withholding, FICA, Medicare or other payroll taxes. The IC as an independent contractor is responsible for the payment of all federal, state and local income taxes, FICA contributions and the like on income earned pursuant to this Agreement.

3. Insurance and Indemnification

(a) During the term of this Agreement, the IC will purchase and maintain professional liability insurance covering his/her acts occurring within the scope of the services rendered hereunder. Coverage will be no less than One Million Dollars (\$1,000,000.00) for each occurrence and will be no less than Three Million Dollars (\$3,000,000.00) in the aggregate. Such insurance will name the Company and its Customers as additional named insured. Within ten (10) days of signing this Agreement, the IC will arrange with his/her carrier to provide the Company with: (i) a certificate of insurance indicating that should such insurance be cancelled, terminated or reduced, the Company will receive ten (10) days prior written notice; and (ii) evidence by stamping or otherwise of the payment of premiums.

(b) Notwithstanding the foregoing, the IC agrees to indemnify and hold harmless the Company, its directors, officers, employees, subcontractors and agents from and against any and all claims, expenses (including reasonable attorneys' fees), liabilities or losses which may result or arise out of any alleged malfeasance or neglect caused or alleged to be caused by the IC in connection with the rendering or failure to render services to any Customer. This subparagraph 3(b) will survive the termination or expiration of this Agreement.

4. Expenses

(a) The IC shall be responsible for all expenses which he/she may incur hereunder, including but not limited to, expenses for professional licenses and registrations, continuing education classes, professional liability insurance, automobile and any other transportation expenses and the cost of all tools, materials, supplies, equipment or other paraphernalia necessary for the IC to perform services hereunder.

5. Tools, Supplies, Materials, and Equipment

(a) All tools, materials, supplies and/or equipment required by the IC to perform services hereunder shall be provided by the IC and not by the Company.

6. Independent Contractor Relationship

(a) None of the provisions of this Agreement are intended to create and none shall be deemed to create, any relationship between the IC and the Company other than that of independent entities contracting with each other for the purpose of effectuating the provisions hereof. Neither of the parties hereto will be construed to be the agent, representative or employee of the other.

(b) All services provided by the IC to the Company's Customers will be provided under the IC's own name, not in the name of the Company, and the IC shall not represent that he/she is an agent, representative or employee of the Company.

(c) The Company does not control, directly or indirectly, the services that the IC provides under this Agreement. The IC acknowledges and agrees that the services performed by him/her are performed as an independent contractor.

(d) As an independent contractor, the IC agrees that he/she has no right to nor will he/she seek unemployment insurance benefits, workers' compensation or disability benefits from the State of New York or any other state based on services rendered pursuant to this Agreement.

(e) If the Internal Revenue Service or any other governmental agency questions or challenges the IC's independent contractor status, it is agreed that both the IC and the Company will have the right to directly participate in any conference, discussion or negotiation with said agency regardless of with whom or by whom such discussions are initiated.

7. Termination

(a) This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice.

8. Confidentiality

(a) The IC agrees to keep all terms of this Agreement, including rate negotiations and resultant agreed upon compensation, confidential, and that all terms of this Agreement are proprietary to the Company. The IC agrees that he/she will not share this information or discuss it with anyone other than his/her contacts at the Company, and if the IC breaches this clause, that his/her Agreement may be immediately terminated.

9. Dispute Resolution

(a) Any dispute or controversy arising out of or under this Agreement shall be submitted to arbitration in New York City pursuant to the then rules of the American Arbitration Association and any award rendered shall be final and binding and may be entered as a judgment in the Courts of the State of New York.

10. Applicable Law

(a) This Agreement shall be governed by the laws of the State of New York.

11. Hold Harmless

(a) The Independent Contractor shall indemnify and save Choice harmless from any and all liability, suit and cost of every kind and description and from any and all damages of any nature whatsoever to which Choice may be subjected to by reason of injury to the person and/or property of any third party resulting from the acts or omissions of the Independent Contractor.

(b) The Independent Contractor shall indemnify and save harmless the Choice, its officers, agents and servants against and from any and all liability, suit and/or cost of every kind and

description and from any and all damages of any nature whatsoever to which Choice or any of its officers, agents or servants may be subjected to by reason of injury to the person and/or property of any third party resulting from the Independent Contractor's performance on the project, or from the negligence of the Independent Contractor and/or due to the Independent Contractor's failure and/or inability to maintain Car, Malpractice, Liability, and/or Disability Insurance; and the Independent Contractor shall further defend, indemnify and save harmless Choice, its officers, agents and servants from all suits and/or actions of any kind or description which may be brought or instituted by any other party who has performed work for the Independent Contractor on the project or as a result of the Independent Contractor's failure and/or inability to maintain Car, Malpractice, Liability, and/or Disability Insurance. Monies due to the Independent Contractor under and/or by virtue of this contract may be retained by Choice in an amount deemed necessary by Choice, and held until such action, claim and/or suit shall have been settled and documentary evidence to that effect furnished to Choice. It is understood and agreed, however, that Choice hereby assumes no obligation toward such claimants, or in any way undertakes to pay such claims out of any funds due or that may become due to the Independent Contractor or out of its own funds.

12. Miscellaneous

(a) Any notice required by this Agreement will be in writing and will be given to the parties at their respective addresses set forth above by hand or by certified mail, return receipt requested, and, if mailed, will be deemed to have been given on the second day following the day so mailed.

(b) This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the same subject matter.

(c) This Agreement may be modified or waived only by an instrument in writing signed by the party against whom enforcement of the modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Choice Temps, Inc.

By: _____

INDEPENDENT CONTRACTOR

Name - Print

Name - Signature

ADDRESS:

Street

City, State, Zip

Social Security Number/EIN