

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is 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 28 West 44th Street, 16th floor, New York, New York 10036 ("Company"), and _____, an independent contractor doing business at his/her principal office located at _____ ("IC").

WHEREAS, the Company is engaged in providing, on an as-needed basis, qualified independent contractors to customers within the New York area ("Customers"); and,

WHEREAS, the IC is a qualified sign language interpreter and independent contractor interested in performing such services for the Company's Customers.

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

1. Services.

- a. The IC shall be added to the Company's roster of professionals and may be offered referrals to perform services for the Company's Customers when such services are needed.
- b. The IC may accept or decline any referral offered and may accept as many or as few referrals (including none) as he/she elects.
- c. Nothing herein shall restrict the IC from contracting with any other business entity, including entities that provide similar services or compete with the Company.
- d. The IC shall retain control over, and the right to exercise professional judgment regarding, the manner, means, details, and methods by which services are performed. The IC agrees to perform services in accordance with the approved methods of his/her profession and applicable professional codes of conduct (including RID, APTA, AOTA, and ASHA, as applicable).
- e. If orientation is required for the IC to perform services, the Company shall have no responsibility to provide or pay for such orientation.
- f. All services shall be performed at the Customer's requested location. The Company shall not provide an office or facilities for the IC.
- g. For assignments lasting up to two hours, the interpreter is required to wait a minimum of 30 minutes if the Deaf consumer is not present at the confirmed start time. The Customer may discharge the interpreter or request that he/she wait until the end of the assignment.
- h. If the originally scheduled Deaf consumer is a no-show, the Customer may substitute another Deaf consumer on the premises, provided that all other requirements regarding appropriateness of timeframe, gender, and skill level are met.
- i. For assignments longer than two hours, the interpreter will check with the Customer to determine how long he/she should wait.

2. Compensation.
 - a. The IC will be compensated in the amount and manner stated in the attached Service and Fee Schedule.
 - b. The IC acknowledges that the Company has made no guarantee regarding minimum fees, hours, or referrals during the term of this Agreement.
 - c. The Company will not compensate the IC for services not authorized in advance by the Customer and/or the Company.
 - d. As an independent contractor, the IC is not entitled to fringe benefits such as sick pay, holidays, vacation, bonuses, pensions, or other benefits.
 - e. The Company will make no deductions for federal, state, or local taxes, FICA, Medicare, or other payroll taxes. The IC is solely responsible for all taxes and contributions arising from income earned under this Agreement.
3. Insurance and Indemnification.
 - a. The IC shall maintain professional liability insurance covering acts within the scope of services rendered under this Agreement, with coverage of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall name the Company and its Customers as additional insureds. Within ten (10) days of signing, the IC shall provide the Company with (i) a certificate of insurance providing for ten (10) days' prior written notice of cancellation, termination, or reduction, and (ii) evidence of premium payment.
 - b. The IC agrees to indemnify and hold harmless the Company and its directors, officers, employees, subcontractors, and agents from any and all claims, expenses (including reasonable attorneys' fees), liabilities, or losses arising from any alleged act, omission, or negligence of the IC. This obligation shall survive the expiration or termination of this Agreement.
4. Expenses.
 - a. The IC shall be responsible for all expenses incurred in connection with services rendered, including professional licenses, continuing education, insurance, transportation, and all tools, materials, supplies, or equipment required.
5. Tools, Supplies, Materials, and Equipment.
 - a. All tools, materials, supplies, and equipment required to perform services shall be provided by the IC.
6. Independent Contractor Relationship.
 - a. Nothing herein shall create any relationship other than that of independent contractors. Neither party shall be deemed an agent, representative, or employee of the other.
 - b. All services will be provided under the IC's own name. The IC shall not represent that he/she is an employee or agent of the Company.
 - c. The Company does not control the manner or means by which the IC performs services. The IC acknowledges that he/she performs services as an independent contractor.

- d. As an independent contractor, the IC shall not seek or claim unemployment, workers' compensation, disability benefits, or similar benefits from any state.
- e. If any governmental agency questions the IC's independent contractor status, both parties shall have the right to participate in any related discussions or proceedings.

7. Termination.

- a. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice.

8. Confidentiality.

- a. The IC agrees to keep confidential all terms of this Agreement, including compensation, and agrees not to disclose such information to any third party other than his/her Company contacts. A breach of this section may result in immediate termination.

9. Dispute Resolution.

- a. Any dispute arising out of or relating to this Agreement shall be submitted to arbitration in New York City pursuant to the rules of the American Arbitration Association. Any award 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 IC shall indemnify and hold harmless the Company from all liability, suits, costs, or damages resulting from injury or property damage arising from the acts or omissions of the IC.
- b. The IC shall further indemnify and hold harmless the Company and its officers, agents, and employees from all liability, suits, costs, or damages resulting from (i) the IC's performance, (ii) the IC's negligence, or (iii) the IC's failure to maintain required insurance. The Company may retain monies due to the IC until any such claims are resolved. The Company assumes no obligation toward third-party claimants.

12. Miscellaneous.

- a. Any notice required under this Agreement must be in writing and delivered by hand or certified mail (return receipt requested) to the parties' addresses above. Notices mailed shall be deemed given on the second business day after mailing.
- b. This Agreement contains the entire understanding of the parties and supersedes all prior agreements on the same subject.
- c. This Agreement may be modified or waived only in a signed writing by the party against whom enforcement 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