



My Organized Mind

Independent Contractor Agreement

This Agreement is made between Kristin Lamb owner of My Organized Mind (“Client”) with a principal place of business at My Organized Mind and: _____ (“Contractor”), with a principal place of business at:

1. Services to Be Performed

Contractor agrees to perform the following services: Executive Function, Education and Behavioral Coaching.

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rate: \$45 per hour. Contractor shall be paid on the last weekday of each month.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Non-Compete Clause

This Non-Compete Clause is effective as of the signing of this contract and made between the My Organized Mind and the Contractor.

[I understand that checking each box constitutes a legal signature confirming that I acknowledge and agree to the Terms of the Non-Compete Clause]

Contractor agrees for a period of 12 months after the last date of employment with My Organized Mind, to cease all direct and indirect engagement in any educational business with all students associated with My Organized Mind.

This Covenant shall apply to the geographical area that includes the area within a 100 mile radius of Oakland, Ca.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner or agent with current clients of My Organized Mind, (ii) becoming an employee of any third party that is engaged in similar educational business and soliciting current clients of My Organized Mind, or (iii) soliciting any customer of My Organized Mind for the benefit of a third party that is engaged in such business.

Contractor agrees that this Non-Compete Clause will not adversely affect Contractor’s livelihood.

For a period of 12 months after the last date of employment with My Organized Mind, Contractor will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar services as are now provided to any customer or client of My Organized Mind, not shall Contractor use My organized Mind's existing client demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity.

Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to My Organized Mind. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Contractor will protect such information and treat it as strictly confidential.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring drivers and other licenses, and certificates required to carry out the services to be performed under this Agreement. (e.g. valid driver's license, vehicle insurance, current educational certifications)

7. State and Federal Taxes

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that they are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor.

11. Insurance and Certifications

Client shall not provide insurance coverage of any kind for Contractor. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

CA Driver's License

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles.

CA Credential, ABA License or other professional certifications as listed below:

Before commencing any work, Contractor shall provide Client with proof of this insurance.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on:

- The date a party terminates the Agreement as provided below, with written notice.

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice. Either party may terminate this Agreement at any time by giving 14 days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of Alameda.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of.
- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and
- Other:

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information

- A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.
- B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

E-Signatures I understand that checking the box to the right of the date constitutes a legal signature confirming that I acknowledge and agree to the above Terms of the Contract.

Client/Owner:

Date:

Contractor:

Date:

Taxpayer ID #:

Attachments Exhibit A - Check if applicable:

Additional Description of Services to be Performed: