

Broadway Communications

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ by and between **Broadway Communications, LLC** (the "Company") and _____ (the "Contractor"). Broadway Communications, LLC is engaged in the business of providing sports production and content services for its own clients and other entities, and Contractor possesses specialized skills and knowledge useful to the Company's business. Therefore, the Company desires to have Contractor associate with the Company as an independent contractor. Contractor desires to associate with the Company as an independent contractor, and not as an employee, to provide such services.

Now, therefore, in consideration of these mutual covenants, the parties agree as follows:

AGREEMENT

1. Beginning _____, 20____, Contractor agrees to perform the following services _____ and other related duties as requested by the Company.
2. Compensation. In consideration for the services rendered by Contractor, the Company agrees to pay Contractor a gross amount for each event that the services set forth in Paragraph 1, above, are rendered, upon receiving an invoice for such services from Contractor, consistent with the method of calculation set forth on Exhibit A. The gross amount does not include expenses normally and reasonably incurred by Contractor in the performance of his/her duties as set forth in Paragraph 1, above. Contractor understands and agrees that said compensation figure is directly dependent upon his/her continued satisfactory completion of his/her duties as outlined in Paragraph 1, and that Contractor's failure to perform such duties shall result in his/her receiving no further compensation whatsoever.
3. Invoices. Contractor agrees that he/she shall provide invoices for services rendered and expenses incurred in the course of his/her duties outlined in Paragraph 1, above, on a regular basis. The Company shall reimburse Contractor for such expenses reasonably and necessarily

incurred, provided that Contractor shall first provide Company with receipts and records of such expenses.

4. Nature of Relationship: Authority of Parties. Nothing contained in this Agreement and no action taken by the Company or Contractor pursuant hereto shall be deemed to constitute the Company and Contractor a partnership, an association, a joint venture or other entity, nor shall this Agreement be construed to constitute Contractor as an employee of the Company or cause the Company to be responsible in any way for the debts or obligations of Contractor, nor shall either the Company or Contractor have the authority to bind the other in any respect whatsoever, it being understood and agreed by the parties hereto that Contractor shall be acting as an independent contractor and not as a representative, partner or employee of the Company for any purpose whatsoever. Contractor is, and has represented to Company that he/she is, an independent contractor and capable of performing the function of such because of his/her work in the industry and his/her expertise thereof. Contractor shall not be under the control of the Company but shall be solely responsible for discharging all obligations arising in connection with the operation of Contractor's business, including without limitation, compliance with all laws, rules regulations relating to income tax, social security, sales tax, unemployment compensation and worker's compensation. The Company shall not have any responsibility to withhold taxes from any amounts paid to Contractor, to pay any employment taxes on behalf of Contractor, or contribute to any pension plan, social security or other similar benefit plan or program on Contractor's behalf.
5. Responsibility for payment of taxes and other charges and liabilities.
 - A. The parties hereby understand and agree, for purposes of federal and state law, that Contractor will not be treated as an 'employee' with respect to his/her services to the Company, as set forth herein. Rather, Contractor is to be treated as an independent contractor.
 - B. Contractor understands and agrees that he/she alone shall be responsible to pay his/her appropriate share of federal, state and local taxes, and shall indemnify and hold harmless the Company for any failure to make said payments.
 - C. Contractor understands and agrees that he/she alone is responsible for making the appropriate deductions and payments to the State Unemployment Insurance Agency and to the State Workers' Compensation Agency. Contractor further understands that he/she alone is responsible for obtaining Workers' Compensation Insurance for himself/herself.
 - D. The Company retains the right to require Contractor to produce proof of his/her compliance with federal and state laws concerning required payroll deductions from earnings.
 - E. Additionally, as an independent contractor, Contractor will have no right to claim or receive any health or life insurance benefits, worker's compensation, unemployment or other employee benefits from or through Company, and that Company will not make any unemployment, worker's compensation, or other insurance contributions

on Contractor or Contractor's behalf. CONTRACTOR AGREES THAT CONTRACTOR IS RESPONSIBLE TO PROVIDE, AT CONTRACTOR'S OWN EXPENSE, ANY SUCH HEALTH, LIFE, WORKER'S COMPENSATION, UNEMPLOYMENT OR OTHER INSURANCE, AS CONTRACTOR DEEM APPROPRIATE.

- F. Contractor understands and agrees that he/she is responsible for worker's compensation coverage and must provide the Company with a certificate of insurance regarding the same. If the contractor cannot provide a certificate of insurance for workers' compensation, The Company will charge to Contractor a fee computed at a rate of 1% of the total income charged by the Contractor to provide the Company such coverage. Example: If the Contractor's charged rate is \$450.00, with a per diem of \$45.00, overtime of \$67.50, and hotel costs of \$100.00, a deduction of \$5.63 will be taken for worker's compensation coverage.

- 6. Termination of Relationship. This Agreement shall be in full force and effect beginning the date set forth in Section 1 above and shall continue from month to month thereafter, unless either party shall give notice of intent to terminate this Agreement sooner, which can be done by either party for any reason, or for no reason at all. In addition, this Agreement shall automatically terminate without notice upon the occurrence of any of the following events: (i) upon the death of Contractor; (ii) Upon the insolvency or bankruptcy of Contractor or the Company, or the making of an assignment for the benefit of creditors or the appointment of a receiver or trustee for any part of the assets of Agent; or (iii) upon the breach of this Agreement by either party which breach cannot be cured within ten (10) days of notice thereof by the other. Notwithstanding the termination of this Agreement or of the relationship created hereby, the parties shall be required to carry out all provisions which contemplated performance by them subsequent to such termination. Such termination shall not affect any liability or obligation which shall accrue prior to such termination, including, but not limited to, any liability for loss or damage on account of a breach hereof.

- 7. Condition of Work.

- A. Contractor shall have the right, subject to crew calls, to control his/her own work schedule, to determine his/her schedule of work breaks, to determine when he/she shall eat meals (if at all), to determine the route and means by which he/she shall travel, and to determine the means by which he/she shall perform the work outlined in Paragraph 1, above, without regulation by the Company, within the guidelines established by applicable local, state and federal law.

- B. Contractor shall have the right to assign this Agreement to a corporation, provided however that he/she is personally doing the work under this Agreement. In addition, the Company may assign, in whole or in part, its rights under this Agreement. Should the Company assign, in whole or in part, its rights under this Agreement, this Agreement must be honored and transferred to the new entity. The Company and the Contractor maintain the right to have other partnerships or independent contractor agreements.
 - C. Contractor understands and agrees that, except as otherwise provided in this Agreement, he/she is responsible for providing transportation to and from his/her place of work for rendering services pursuant to this Agreement.
 - D. The Company acknowledges and agrees that Contractor may hold his/her services out to third parties during this Agreement, and that Contractor's right to be employed by third parties shall not be infringed by the Company, except as provided elsewhere in this Agreement.
 - E. Contractor shall devote such time to the performance of his/her duties under this Agreement as is reasonably necessary for a satisfactory performance.
 - F. Contractor shall obtain a license, where necessary, to carry on business in this state from the appropriate governing state or local agency, and shall pay all the necessary business fees as may be required by local, state and federal law.
 - G. Contractor is an independent consultant and not an employee of the Company and shall not hold himself/herself out as an employee of the Company.
8. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
9. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the duties of the parties hereunder, shall be governed by the laws of the state of Alabama except where otherwise preempted by Federal Law.
10. Severability. In the event any portion of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining portions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

COMPANY

By: Vincent Earley

Date: 5/7/15

Title: President

Address: 3 East First Street

City/State/Zip: Sylacauga, AL 35150

CONTRACTOR

Signed By: _____

Date: _____

Print Name: _____

Address: _____

City/State/Zip: _____

Social Security #: _____

Date of Birth: _____

E-Mail: _____