



The Hovercraft Project Contract

This Independent contractor agreement (this "Agreement")

is made this day (date)

by and between ("Client")

located at (address)

and The Hovercraft Project, Inc. ("Contractor")

Background

The Client wishes to engage Independent Contractor on an independent contractor basis to provide services in accordance with the terms of this Agreement, and Independent Contractor desires to be so engaged.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- **1. Nature of Independent Contractor Position.** The Client hereby retains the Independent Contractor as an independent contractor to present The Hovercraft Project as outlined on TheHovercraftProject.com.
- **2. Term.** The term of this agreement shall commence on the date this contract is signed and shall terminate upon receipt of full payment.
- **3. Responsibilities of Independent Contractor.** During the Term of this Agreement, the Independent Contractor shall at all times perform the Services and Deliverables in a diligent and timely manner and in compliance with all applicable laws, rules and regulations. Except as set forth in this Agreement, be responsible for all expenses incurred by the Independent Contractor in connection with the provision of the Services and Deliverables, including without limitation, car and travel expenses.

- **4. Compensation.**

- a) To compensate the Independent Contractor for the Services, the Client shall pay to the Independent Contractor agreed upon compensation as detailed on invoice. Invoice becomes addendum to this contract.
- b) The Independent Contractor shall Invoice the Client 30 days or more prior to arrival and receive compensation within 14 days of project completion. Invoices will be based on estimated students 30 days prior, not on actual counts on the project day. If a significant undercount occurs, the Contractor will bill for the extra students pro rata.
- c) Notwithstanding any other payment provisions of this Agreement, the Client reserves the right to withhold payments for Independent Contractor's failure to perform as agreed.
- d) The Independent Contractor shall not be entitled to participate in or receive any benefit or right as a Client employee under any Client employee benefit and/or welfare plans, including, without limitation, employee insurance, pension, savings and security plans.
- e) Except as set forth in this Agreement, no other sums whatsoever shall be due to the Independent Contractor from the Client whatsoever.
- f) Client gives Contractor permission to sleep overnight, on school property, on The Hovercraft Project motor coach, prior to project commencement.

Initials here:

- **5. Termination.** This Agreement may be terminated by either, the Client, or the Independent Contractor, at any time for any reason, and with or without cause.
- **6. Representations of Independent Contractor.** The Independent Contractor represents and warrants to the Client that:
 - a) The execution and delivery of this Agreement and compliance with the terms, conditions and provisions of this Agreement by the Independent Contractor will not violate or result in a breach of or constitute a default under any of the terms, conditions or provisions of any contract to which the Independent Contractor is a party or any judgment or order of any court or governmental body.
 - b) The Independent Contractor has not been convicted of any felonies and is properly licensed if a license is necessary to provide the Services.
 - c) The Independent Contractor has not been convicted of any crimes for fraud, bribery, molestation, sexual misconduct or moral turpitude.
 - d) The Independent Contractor authorizes the Client to research required background clearances and checks as a part of the application process.

Initials here:

- **7. Intellectual Property Rights.** All work product is the sole property of the Independent Contractor and may be used in any manner during or after the term of this Agreement.
- **8. Insurance.** Contractor carries all necessary insurance coverage and can be downloaded at TheHovercraftProject.com.
- **9. Notices.** Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows:
If to Independent Contractor:
The Hovercraft Project, Inc.
2219 Phillippi Street
Sarasota, FL. 34231
- **10. Modification and Waiver of Breach.** No provision of the Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

- **11. Limitation of Liability.** No individual official, employee, or agent of the Client shall have any direct or indirect personal liability under or in connection with this Agreement. Teachers are liable for withholding students that do not supply a signed waiver and must provide students school work for the day. Client releases Contractor from liability due to any rubbing, marring, discoloring, or scratching of floor surfaces.
- **12. Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.
- **13. Applicable Law.** Contractor is a registered corporation in the state of Florida. However, Client state laws prevail when we administrate the project in your state.
- **14. Headings.** The headings in this Agreement are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Agreement.
- **15. Contract Approval.** The Contractual understanding set forth in this written Agreement is valid only if the contract is signed by an authorized agent of the Client. The undersigned signifies that they are an approved agent of the Client.
- **16. Photography.** The undersigned agrees to grant permission to photograph school employee or volunteer participants image, likeness, or depiction for use of fundraising, advertising, publicity, or any other purpose on behalf of the contractor and in any medium. I hereby grant permission to Contractor to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I further waive any claim for compensation and hereby fully and forever discharge and release the contractor from any claim for damages of any kind arising out of the use or publication of photographs of my employees or I by the contractor, and covenant and agree not to sue or otherwise initiate legal proceedings against contractor for such use or publication on any and all participants behalf. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

North Carolina Schools:

- In accordance with North Carolina law, the parties acknowledge and agree that no indebtedness of any kind incurred or created by Carolina International School shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the client shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

Independent Contractor Agent

Authorized Agent: Matthew Chase
President of The Hovercraft Project, Inc.

Client Authorized Agent

Authorized Agent (Print Name):

Title:

To indicate your acceptance of this contract, type your name below as a binding electronic signature.

Matthew Chase