Colorado Independent Contractor Agreement

This independent contractor agreement (the "Agreement") executed on this _____ day of _____ in this year _____, by and between _____ with address at _____ _____ (hereinafter known as "Contractor") and _____ with address at _____ _____ (hereinafter known as "Client").

Background

WHEREAS, Client is in need of an independent contractor;

WHEREAS, Contractor desires to work for Client as an independent contractor to perform the needed task by Client;

WHEREAS, Contractor and Client agrees to engage into an Independent Contractor agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual benefits and obligations set forth herein this Agreement, Client and Contractor (hereinafter known individually as "Party" and collectively as "Parties") agree as follows:

Scope of Work

_____

Contract Period

This Agreement will commence on the _____ and shall terminate upon _____

Contract Amount

In consideration for the services to [illegible] by the [illegible] Contractor shall shall have a/an _____ of _____ _____ of taxes, paid _____

Contractor Expenses

_____ In any cas _____ for any work-related expense incurred by Contractor.

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Confidentiality

Confidential information as contemplated in this Agreement shall refer to any information relating to the above-named client referring to any proprietary information, personal, or in any case, information for which is not disclosed to the public or reasonably considered common knowledge.

The Parties agree that

No Employer-Employee Relationship

The Parties agree that this Agreement does not constitute an employer-employee relationship. Parties likewise agree that this Agreement does not constitute a partnership or joint venture but is exclusively a contract for service.

Intellectual Property

Intellectual property shall refer to any intangible creation of the mind by the creator or owner of such property such as art, music, or literary works, designs, images, names, including trademark, tradenames, logos, symbols, patents, copyrights, designs, architecture, concepts, among others which are used in commerce.

For the purpose of this Agreement, the Intellectual Property of the Client will not be restricted in any manner, however, it shall not be used other than for the purpose of this Agreement. In case where intellectual creation has been created by Contractor during the term of this Agreement and for which for the purpose of this Agreement, the Parties to this Agreement agrees th

Taxes and Contributions

Client shall not be responsible for withholding taxes, social security, medicare, or any other federal or state taxes of the Contractor or their employees; Neither shall Client be responsible for making federal or state unemployment compensation contributions on the Contractor's behalf. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

Performance and Responsibilities

The Parties agree to liberally ensure that the terms of this Agreement shall be complied within reasonable grounds.

Return of Client's Property

In the event that this Agreement ceases to be effective, or upon request of Client, Contractor agrees to return to Client any and all properties owned by Client. Any digital or softcopy data may be deleted at the request of Client or hardcopy or physical records may be destroyed at the request of Client in case of impossibility to return the said document or data containing confidential information.

Modification and Amendment

In order for any amendment or modification to this Agreement to be binding, such must be made in writing and signed by the Parties.

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Breach

In any case that any Party commits breach to any of the material provisions of this Agreement, the aggrieved or the non-defaulting party may at any time terminate this Agreement.

Indemnification

Except as otherwise to any breach constituted by any party herein, Parties agree to indemnify, release, and hold harmless the other, its agents, affiliates, officers, and employees from any claims, losses, damage, damages, penalties, obligations, and other expenses of any kind resulting to or arising from any of their act or omission. This indemnification will survive the termination of this Agreement.

Assignment

Neither Party may assign, subcontract, or otherwise transfer to another contractor the duties and responsibilities set forth in this agreement without due prior and written notice to the other.

Relativity

This Agreement inures to the benefit of, and is binding upon the successions, executors, heirs, and assigns of the parties hereto.

Severability

In the event that a competent court or authority holds invalid any of the provisions hereto, the invalidity shall affect only the said provision while the remaining provisions not declared as unenforceable or invalid shall remain valid and enforceable.

Non-waiver

No consent or waiver, express or implied, by any parties hereto of the breach or default by the other party shall be construed to be a consent to or waiver of any other breach of default in the performance of such other or others of the same or any other obligations of such other or others hereunder unless such waiver is made in writing and signed by the waiving party.

Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Colorado to the exclusion of other state laws.

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Entire Agreement

This Agreement reflects the terms and conditions of the entire agreement between the Parties. This supersedes the other agreements made whether written or oral, prior in relation to the subject matter. No other conditions, representation, warranty, collateral, or any other condition shall affect this Agreement except as expressly provided hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date specified.

Signature of Client	**Signature of Contractor**
Date	**Date**

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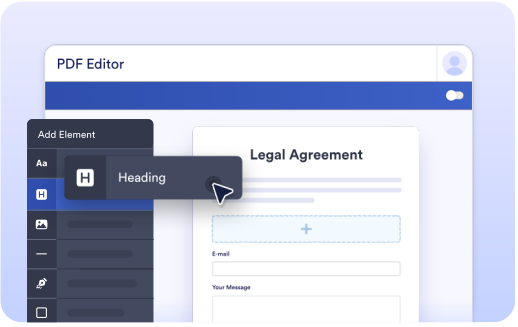
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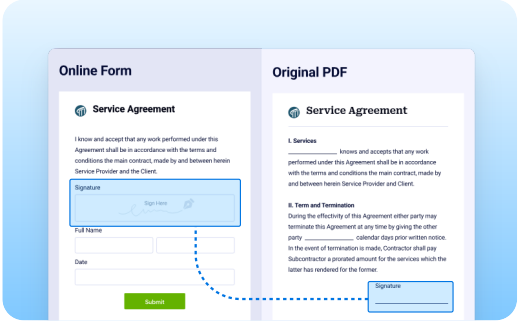
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