



INDEPENDENT CONTRACTOR AGREEMENT

INDEPENDENT CONTRACTOR/LLC NAME: _____

FULL ADDRESS _____ DATE: _____

Dear _____,

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you ("**Contractor**") agree to provide certain services (as described on Schedule 1, or the Program Proposal Form) for JUMP LLC, with offices located at 1000 W. Myrtle St, Boise, ID 83702, an Idaho Non-Profit Corporation ("**JUMP**").

1.0 SERVICES

- 1.1 JUMP hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services for JUMP on the terms and conditions set forth in this Agreement.
- 1.2 You shall provide for JUMP the services set forth on the Program Proposal Form, or Schedule 1, for the date(s) you are performing services at JUMP (the "**Services**").
- 1.3 Subject to the limitations in the Friends Handbook and Facilitator Guidelines, JUMP shall not control the manner or means by which you or your employees perform the Services.
- 1.4 Since the Services will be performed on the premises of JUMP, JUMP shall provide you with access to those premises and equipment to the extent necessary to perform the Services. Should you need for some reason to use your own equipment, that must be laid out on your Program Proposal Form, or Schedule 1, and it requires prior written approval from JUMP.
- 1.5 You shall comply with all applicable policies of JUMP relating to business and office conduct, health and safety, and use of JUMP's facilities, supplies, information technology, equipment, networks, and other resources.

2.0 TERM

This Agreement is intended to cover the entire relationship between JUMP and Contractor, regardless of the number of instances Contractor performs services at JUMP or the length of time between those instances.

3.0 FEES AND EXPENSES

- 3.1 As full compensation for the Services and the rights granted to JUMP in this Agreement, JUMP shall pay you the amount, and in the manner, listed on the Schedule 1, or the Program Proposal Form (the "**Fees**"), subject to the terms below. You acknowledge that you will receive an IRS Form 1099-MISC from JUMP, and that you shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.
- 3.2 You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and JUMP shall not reimburse you for any such costs or expenses unless JUMP has given prior approval for reimbursement.
- 3.3 JUMP shall pay all fees within 30 days after the receipt of invoice and [W-9](#) for completed services.

4.0 RELATIONSHIP OF THE PARTIES

- 4.1 You are an independent contractor of JUMP, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between you and JUMP for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind JUMP and you shall not make any agreements or representations on JUMP's behalf without JUMP's prior written consent.
- 4.2 Without limiting **Section 4.1**, you and any of your employees will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by JUMP to its employees, and JUMP will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on your behalf. You shall be responsible for, and shall indemnify JUMP against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify JUMP against any claims made by or on behalf of any such employee or contractor.

5.0 CONFIDENTIALITY

- 5.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by JUMP, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of JUMP, its affiliates, or its suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information.") Any Confidential Information that you develop in connection with the Services, shall be subject to the terms and conditions of this clause. You agree to treat all **Confidential Information** as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of JUMP in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify JUMP immediately in the event you become aware of any loss or disclosure of any Confidential Information.
- 5.2 Confidential Information shall not include information that:
- (a) is or becomes generally available to the public other than through your breach of this Agreement; or
 - (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.
- 5.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to a Director of JUMP within 5 days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit JUMP to contest the order or seek confidentiality protections, as determined in JUMP's sole discretion.

6.0 REPRESENTATIONS AND WARRANTIES

- 6.1 You represent and warrant to JUMP that:
- (a) you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;

- (b) your entering into this Agreement with JUMP and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
- (c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;
- (e) all Deliverables are and shall be your original work (except for material in the public domain or provided by JUMP) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity;
- (f) you have not been convicted of or pled guilty to any crime that would prevent you from performing Services at JUMP.

6.2 JUMP hereby represents and warrants to you that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

7.0 INDEMNIFICATION

7.1 You shall defend, indemnify, and hold harmless JUMP and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from your acts or omissions; and

- (b) your breach of any representation, warranty, or obligation under this Agreement.

7.2 JUMP may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

8.0 INSURANCE

During the Term, you shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to JUMP, with policy limits sufficient to protect and indemnify JUMP and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your conduct, acts, or omissions or the conduct, acts, or omissions of your agents, contractors, servants, or employees. JUMP, LLC & OSL Depot Condominium Management Association shall be listed as additional insured under such policy, and you shall forward a certificate of insurance verifying such insurance prior to performing any Services at JUMP, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 day notification period and that JUMP will be immediately notified in writing of any such notice of termination. Whether the amount is sufficient to protect and indemnify JUMP and its affiliates shall be determined in JUMP's sole discretion. Exceptions to the insurance requirements above will only be made with the express prior written approval of JUMP.

9.0 RISK OF LOSS AND LIABILITY

- 9.1 The Contractor is solely liable for, and shall indemnify, defend and hold JUMP and its affiliates and their officers, directors, employees, agents, successors, and assigns harmless against any and all costs and damage incurred by JUMP and any and all damage to persons or property, in either case caused by or resulting from any negligent act or omission or any reckless or intentional misconduct on the part of the Contractor or Contractor's employees, representative, or agents arising out of the Services or Contractor's use of the premises. JUMP will not be responsible or otherwise financially liable for any accident, theft, vandalism or damage to the Contractor's belongings from any cause. JUMP may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- 9.2 JUMP will not be responsible for any injury, loss, or damage that may occur to the Contractor or Contractor's employee's, representatives, agents, or their property and Contractor shall indemnify and defend JUMP against any action or claim made against JUMP. JUMP does not maintain insurance covering the Contractor, Contractor's employees or agents, or property. Contractor is solely responsible to obtain any insurance necessary for covering such losses.

10.0 TERMINATION

- 10.1 As this Agreement is blanket in nature and covers the entire relationship between JUMP and Contractor, there is no need to terminate the Agreement. JUMP has the right to refuse Services from Contractor at any time and Contractor has the right to refuse to perform Services at JUMP at any time.
- 10.2 The terms and conditions of this clause and **Section 4, Section 5, Section 6, Section 7, Section 10, Section 11, and Section 12** shall survive beyond the date that Contractor last performs Services for JUMP.

11.0 OTHER BUSINESS ACTIVITIES

As an independent contractor, you are free to be engaged or employed in any other business, trade, profession, or other activity during the time period in which you are performing Services for JUMP, whether or not that activity directly competes with JUMP.

12.0 ASSIGNMENT

You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without JUMP's prior consent. Any subcontractors will be required to comply with Contractor's obligations under this Agreement and Contractor agrees to indemnify and hold harmless JUMP from any claim arising out of or related to acts or omissions made by those subcontractors. Any assignment in violation of the foregoing shall be deemed null and void. JUMP may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

13.0 MISCELLANEOUS

- 13.1 This Agreement, together with any other documents incorporated herein by reference, including the Program Proposal Form, (or Schedule 1) Facilitator Guidelines, and Facilitator Handbook and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



- 13.2 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 13.3 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule. If a dispute or controversy arises out of or relates to this Agreement or the breach thereof, the Parties shall endeavor to settle the dispute through direct discussion at the field level. If the dispute cannot be settled at the field level, then it shall be elevated to good faith negotiations between senior representatives of the Parties. Any claim, dispute or controversy which has not been resolved by senior level representatives shall be submitted to binding arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator appointed in accordance with such rules. The arbitrator shall be appointed within sixty days following one party's demand for arbitration, and the arbitration shall commence within sixty days following appointment of the arbitrator. The arbitrator shall be empowered to award actual damages only, and shall not have the power to, and shall not, award damages for loss of profit or revenues, incidental, consequential, special, punitive or other indirect damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or any other theory of law. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and fees in the arbitration and one-half of the arbitrators' costs and fees. The foregoing provision shall not bar either party from seeking injunctive relief from a court of competent jurisdiction pending arbitration or disposition of the arbitration proceeding. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13.4 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

JUMP

BY: _____

(signature)

Name: _____

(printed name)

Director: _____

ACCEPTED AND AGREED:

Contractor

BY: _____

(signature)

Name: _____

(printed name)

Date: _____