

INDEPENDENT CONTRACT AGREEMENT

The Indie Journ.com is hiring you Client to do certain work.

The following sets forth the agreement between these two parties

And binds them both.

Scope of Work

Client (You) will do one or more of the following for The Indie Journ.com:

Editing

Interview

Design

Writing

Model

Host event

Photography

Completion and Submission of Work

Upon completion of work, Client (You) will invoice The Indie Journ.com for amount due to collect payment. The Indie Journ.com will acknowledge invoices sent at the completion of project, if work presented by Client (You) is acceptable according to project working agenda. A non-acceptance or denial may occur when specified work within project agenda is not received as agreed by Client (You), or surpasses its submission date of deliverable. Client (You) must submit editorial, interview, design, written, or photography, projects via e-mail. Documents will not be accepted, with the exception to receiving and exchanging contracts, receipts, or invoices.

Ownership of the Work

All work produced or developed under this agreement is "work made for hire" to the extent applicable. Client (You) assigns to The Indie Journ.com all right, title and interest in *this* work, including all patent, trade secret and trademark rights, and, to the extent this work does not qualify as a "work made for hire," copyrights. This assignment is conditioned on Client (You) being paid the full amount of this agreement.

Payment

The Indie Journ.com will pay Client (You) a fixed fee per monthly project or an weekly rate based on (only) per daily project.

Client (You) are hereby, responsible for clarification of fees/rates, word of good faith of commitment to produce work as agreed, and all underlying factors pertaining to works per specific project, including limitations and promises that have been set in place by Client (You), will be enforced (only) at the signing of this agreement and are non-negotiable.

Confidential Information

Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this agreement and must not be disclosed to other parties without the discloser's written consent. This does not apply to

information that is publicly available or that the recipient already properly knew, developed or received independently. When the agreement terminates, all parties must return to the other any materials containing confidential information.

Confidentiality obligations survive termination of this agreement.

Independent Contractor Relationship

(You) Client is an independent contractor, not an employee, partner, or affiliate, of The Indie Journ.com. (You) Client is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

LIMITED WARRANTY

CLIENT (You) AND THE INDIE JOURN.COM WARRANTS THAT NO OBLIGATION(S) TO A THIRD PARTY PROHIBITS CLIENT (You) AND THE INDIE JOURN.COM FROM ENTERING INTO THIS AGREEMENT WITH THE INDIE JOURN.COM, AND THAT TO CLIENT'S (You) AND THE INDIE JOURN.COM'S KNOWLEDGE, WORK PRODUCED UNDER THIS AGREEMENT WILL NOT VIOLATE THE INTELLECTUAL RIGHTS OF ANY THIRD PARTY.

LIMITATION OF LIABILITY

UNLESS A RESULT OF PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY TYPE OF DAMAGES IS LIMITED TO THE AMOUNT OF CLIENT'S (You) TOTAL FEES UNDER THIS AGREEMENT.

THE INDIE JOURN.COM RESERVES AND FULLY ENFORCES ITS RIGHT TO REQUEST A WRITTEN NOTARIZED DOCUMENT PROVIDING EVIDENCE OF SUCH CLAIMS OF DAMAGE PRIOR TO DISTRIBUTING MONIES IN REGARDS TO SUCH CLAIMS OF DAMAGE.

Breaches

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. If the breaching party does not cure the breach within 5 days of receiving such notice, then the agreement is terminated except with respect to those obligations indicated as surviving termination.

If the agreement terminates for any reason other than a material uncured breach by The Indie Journ.com, then a prorated fee for the portion of work completed by CLIENT (You) at the time of termination will be distributed (less any fees already paid) to CLIENT (You), addressing this obligation, and any payment or project obligations pending at termination.

Miscellaneous

This agreement is between Client (You) and The Indie Journ.com and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements and may not be modified in any respect by verbal statement, representation, or agreement by any representative of CLIENT (s), or by any written documents unless signed by both parties. This agreement shall be governed by the laws of the State of NY. CLIENT (You) hereby agree that all rights are reserved the prose or copy submitted on a work-for-hire basis and is the property of The Indie Journ. Any use of the submitted copy for any purpose not expressly permitted in this agreement is prohibited. Disputes arising from it must be handled exclusively in courts in New York. The prevailing party in any dispute will be entitled to recovery costs and attorneys' fees.

Regarding our site, except as expressly authorized by us, you may not reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly, display or perform, edit, adapt or create a derivative work of, in any manner, any material, content that has been submitted. ***However, you may print or download such material from the site if this is solely for personal or non-commercial use, provided you do not republish the Material and you keep intact all copyright, trademark, service-mark, patent and other proprietary notices.***

*The terms in this agreement can be changed without prior notice, please read all correspondences regarding our policies, submissions and writer's guidelines, on our website before submitting any documents in order to stay

abreast of any changes. **The Indie Journ** is required according to tax law to provide every repeat **CLIENT(s)** or INDEPENDENT CONTRACTOR with Form 1099-Misc no later than January 31st that receives \$600 or greater in compensation from us. **CLIENT(s)** agrees that he/she will be solely responsible for managing his/her own tax payments after receiving required form from us. (If you disagree please do not sign and no services will be rendered). By signing a copy of this agreement physical or electronically, below you agree that you understand and comply with all of the above, and therefore allow payment from **The Indie Journ** to you **CLIENT(s)** in exchange for your services.

X

Signature