



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made as of _____ between Amazing Care, 3340 Bridgeshaw Drive, Cumming, GA 30028.

And, _____
Address: _____

Telephone No.: _____

Liability Insurance No.: _____

License No.: _____

WHEREAS, Amazing Care operates

Contractor is regularly engaged in the business of care giving and is experienced in performing such work; and Contractor is willing and able to perform such services, under the terms and conditions of this Agreement for those individuals who are clients of Amazing Care.

The Parties Agree as Follows:

CONTRACTOR'S WORK

The work to be performed by Contractor includes all services generally performed by Contractor in his/her usual line of business. The Contractor shall perform only such work for Clients as is specifically requested by Amazing Care and mutually agreed upon by the parties in writing. The parties acknowledge that, while Amazing Care has the right to control and direct the Contractor as to the result to be accomplished by his/her work (i.e. as to what shall be done), Amazing Care does not have the right to control and direct the Contractor as to the details and means by which that result is accomplished (i.e. as to how his/her work shall be done). In every event, however, should the Contractor agree to undertake an assignment and perform his/her services for a Client, his/her work will always be performed competently, professionally and to the best of his/her ability, experience and training.

TERMS AND TERMINATION

- a. The term of this Agreement shall be for a period of _____ commencing on the date first above written. Thereafter, this Agreement shall automatically be renewed from _____ unless sooner terminated.
- b. Either party may terminate this Agreement at anytime upon 7 days written notice to the other party. In addition, Amazing Care may at anytime, immediately upon written notice, terminate this Agreement if in its sole and exclusive judgment it determines that the Contactor has defaulted in the performance of any of the terms or conditions of this Agreement on Contractor's part to be performed.

PAYMENT

- a. Amazing Care shall pay Contractor for all services performed hereunder at the rate of \$_____ per _____. The Contractor shall bill _____ for services rendered and each billing, if in satisfactory form as to time spent and amount(s) charged, shall be paid in full within 30 days from the date of receipt. Each billing shall set forth the exact work performed, the date(s) it was performed and the actual length of time it took to complete such work. Amazing Care sole judgment shall be conclusive as to whether the billing is in satisfactory form as to time spent and amount(s) charged.
- b. Amazing Care shall not be obligated to pay for any other cost, expense or disbursement incurred by Contractor in performing the services hereunder unless Amazing Care had given prior consent to such charge in writing.
- c. Contractor shall not solicit or accept any payment, tip, gratuity, personal favor or gift of cash or otherwise from a Client.

ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the personal services of the Contractor and this Agreement or any right or obligation hereunder shall not be delegated, assigned or transferred by the Contractor and the Contractor shall not subcontract the furnishing of any of his/her work.

REPORTS

The Contractor, when requested, shall provide written reports with respect to the services rendered hereunder.

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective party or address set forth above. Ordinary first-class mail can be used for the mailing of billing statements and disbursement consents.

GENERAL RELATIONSHIP

In all matters relating to the work to be performed by the Contractor as a result of this Agreement, the Contractor shall be acting as an Independent Contractor. The Contractor is not an employee of Amazing Care under the meaning or application of any federal or state tax, unemployment, insurance or Worker's Compensation laws or otherwise. The Contractor shall at his/her own expense, comply with all such laws, and shall assume all liabilities or obligations imposed by any one or more of such laws with respect to his/her self-employment, including but not limited to the payment of all self-employment taxes. Furthermore,

the Contractor shall not have the authority to assume or create any obligation, express or implied, on behalf of Amazing Care.

CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

The Contractor shall keep in strictest confidence all information relating to this Agreement and that information which may be acquired in connection with or as a result of this Agreement. During the term of this Agreement and at any time thereafter, without the prior written consent of Amazing Care, the Contractor shall not publish, communicate, divulge, disclose or use any of such information which has been designated by Amazing Care as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the Contractor as proprietary or confidential. Upon termination of this Agreement, or on Amazing Care request at any time, Contractor shall deliver all records, data information, and other documents and all copies thereof, whether prepared by Contractor or otherwise coming in Contractor's possession during the term of this Agreement, to Amazing Care and such shall remain the property of Amazing Care.

AMAZING CARE CLIENTS

At no time during the life of this Agreement or for a period of one year immediately following the termination of this Agreement, regardless of who initiated the termination shall Contractor for himself/herself or on behalf of any other person, firm or entity, call on for the purpose of soliciting the business of any of Amazing Care's clients for whom the Contractor may have worked, with whom Contractor became acquainted or of whom Contractor learned during the course of this Agreement; nor shall the Contractor in any way directly or indirectly, for himself/herself or on behalf of, or in conjunction with, any person, firm or entity, solicit, divert, or take away any such clients of Amazing Care or perform any services for such clients not authorized by Amazing Care in writing during the life of this Agreement or for one year immediately following the termination of this Agreement, regardless of who initiated the termination.

INJUNCTION

In the event of a breach or threatened breach by the Contractor of any of the provision of the Paragraph entitled "*Confidential Matters and Proprietary Information*" and the Paragraph entitled "*Amazing Care Clients*" Amazing Care shall be entitled to an injunction restraining the Contractor from engaging in such conduct. Nothing herein contained, however, shall be construed as prohibiting Amazing Care for pursuing any other remedies available to Amazing Care for such breach or threatened breach, including but not limited to the recovery of compensatory and/or punitive damages from the Contractor. In addition, Amazing Care shall be entitled to recover from Contractor all of the costs, disbursements and attorney's fees incurred by Amazing Care in pursuing its rights hereunder.

IDENTIFICATION OF CONTRACTOR

The Contractor shall be responsible for furnishing suitable identification to Client's as may be approved by Amazing Care.

INDEMNITY BY CONTRACTOR

The Contractor shall be solely responsible for any and all liability, loss or damage arising out of, or in any way, connected to the work which the Contractor may perform as a result of this Agreement.

APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

BINDING EFFECT

This Agreement shall bind the parties and their respective successors.

IN WITNESS WHEREOF, the parties have signed this Agreement as to the date written above .

Contractor Signature

Amazing Care Signature