

INDEPENDENT CONTRACTOR AGREEMENT

This document shall serve as an agreement between Polaris Live! Event Solutions, LLC. ("Polaris Live! Event Solutions, LLC.") and _____ ("CONTRACTOR") for services provided by CONTRACTOR for clients of Polaris Live! Event Solutions, LLC. as described below.

Services:

CONTRACTOR agrees to provide promotional marketing services on an event-by-event basis as described in the individual "Statements of Work" signed by each of the parties (each, a "SOW"). If not otherwise specified in the SOW, the agreement shall commence on the first day CONTRACTOR provides Services to Polaris Live! Event Solutions, LLC. and govern any client-events that Polaris Live! Event Solutions, LLC. offers, and CONTRACTOR agrees to perform. The SOW for each client-event will include a description of the client objectives and the fee payable for executing the client-event.

CONTRACTOR further understands that at all times while executing an event under this agreement CONTRACTOR will be representing Polaris Live! Event Solutions, LLC. and their clients to the general public and will do so in a professional manner at all times. CONTRACTOR further understands that the event on-site manager may release or cancel any CONTRACTOR from the client-event for any reason at any time.

Compensation and other Payments:

CONTRACTOR will be paid for services completed and deemed satisfactory in accordance with the terms and conditions agreed to for each such client-event. Payments will be made on the 1st and the 15th of each month and will be processed within 30 days of invoice/timesheet receipt.

CONTRACTOR must secure Polaris Live! Event Solutions, LLC.' prior written approval for all expenses related to CONTRACTOR's work under this Agreement. In the event that CONTRACTOR incurs reimbursable expenses in the course of his/her work for Polaris Live! Event Solutions, LLC., all properly approved (by Polaris Live! Event Solutions, LLC.), reimbursable expenses must be submitted to Polaris Live! Event Solutions, LLC. no later than two (2) days of the completion of the client-event, or thirty (30) days after the date on which they were incurred ("Expense Deadline"); whichever occurs first and CONTRACTOR must submit receipts or similar supporting documentation for all reimbursable expenses. Expenses without supporting documentation and/or expenses submitted after the "Expense Deadline" may not be reimbursed – in the sole and absolute discretion of Polaris Live! Event Solutions, LLC.

Term:

The term of this agreement is for two (2) years from the date of signing below, and shall automatically renew annually unless terminated in writing by either party.

Cancellation:

Polaris Live! Event Solutions, LLC. and CONTRACTOR understand and acknowledge that client-event may be subject to early cancellation. Should client-event be cancelled for any reason, Polaris Live! Event Solutions, LLC. shall provide written notice to CONTRACTOR. CONTRACTOR further understands that the client-event on-site manager may release or cancel any CONTRACTOR from the client-event at anytime and for any reason. Upon receipt of notice of cancellation, CONTRACTOR shall cease work on client-event and Polaris Live! Event Solution's obligation to pay CONTRACTOR shall be curtailed as follows:

CONTRACTOR's total fee shall be reduced to the appropriate prorated portion of the total fee set out in SOW for each client-event. This prorated fee shall be based on the number of hours or the amount of work completed at the time of cancellation. If the client-event is canceled in its entirety within 24 hours of the scheduled start time, CONTRACTOR will be paid a "cancellation fee" of four (4) hours or an appropriate prorated portion of the total fee whichever is less.

This agreement may be terminated at anytime, with or without cause, by either party upon thirty (30) days written notice. Upon cancellation all property and assets must be returned to Polaris Live! Event Solutions, LLC within twenty-four (24) hours, contractor will be responsible for any asset recovery cost should contractor not return assets within twenty-four (24) hours.

CONTRACTOR's Relationship to Polaris Live! Event Solutions, LLC.:

CONTRACTOR understands that the nature of the relationship between Polaris Live! Event Solutions, LLC. and CONTRACTOR is that of an Independent CONTRACTOR and that each party will be treated as an Independent CONTRACTOR relative to the other for all purposes including purposes of federal, state and local taxes. Neither CONTRACTOR nor any employees of CONTRACTOR will receive any benefits from Polaris Live! Event Solutions, LLC. such as health insurance or worker's compensation, nor be entitled to any compensation relating to termination of this agreement, including unemployment insurance.

CONTRACTOR hereby represents and warrants that CONTRACTOR is engaged in a separate trade or business that is independent of and operates out of a location separate from Polaris Live! Event Solutions, LLC., that CONTRACTOR does not rely exclusively on Polaris Live! Event Solutions, LLC. for obtaining access to potential client-event opportunities, and that CONTRACTOR has within the past twelve (12) months performed similar services for at least one other client or intends to do so within the next twelve (12) months.

CONTRACTOR reserves the right to accept or decline any client-event opportunity that Polaris Live! Event Solutions, LLC. offers and remains in all respects free to perform services for others, including competitors of Polaris Live! Event Solutions, LLC.

If the CONTRACTOR, or employee of the CONTRACTOR is reclassified by a state or federal agency or court as Polaris Live! Event Solutions, LLC.' employee, the CONTRACTOR will become a reclassified employee and will receive no benefits from Polaris Live! Event Solutions, LLC., except those mandated by state or federal law, even if by the terms of Polaris Live! Event Solutions, LLC.' benefit plans or programs in effect at the time of such reclassification, the CONTRACTOR would otherwise be eligible for such benefits. CONTRACTOR's services are provided as an independent contractor and this Agreement creates no obligation for Polaris Live! Event Solutions, LLC. to provide any employment benefits. This Agreement shall not be construed as an employment agreement, joint venture, partnership, or as creating any type of agency relationship. CONTRACTOR shall be responsible for all tax obligations arising out of this Agreement.

CONTRACTOR will be solely responsible for providing any transportation, tools, equipment or supplies required to operate CONTRACTOR's business and provide client services and for obtaining any licenses or certificates necessary to perform the client-events that CONTRACTOR accepts.

Rights and Ownership:

Polaris Live! Event Solutions, LLC. shall own all work product produced by CONTRACTOR related to Event. CONTRACTOR irrevocably waives all rights to all of the results and proceeds of CONTRACTOR's services in conjunction with Event. CONTRACTOR agrees that these rights shall reside solely with Polaris Live! Event Solutions, LLC. in perpetuity and that this grant of rights shall survive the termination of this Agreement.

CONTRACTOR further recognizes that all information gathered while executing an event under this Agreement is proprietary to Polaris Live! Event Solutions, LLC. and/or the client and shall be treated as confidential. No materials may be reproduced or transmitted without the express written consent of Polaris Live! Event Solutions, LLC. All materials and intellectual property shall remain the property of Polaris Event Solution.

Covenant Not to Compete, Disclosure, or Solicit:

During the term CONTRACTOR will not compete with Polaris Live! Event Solutions, LLC by supporting or being employed by or providing services to any of Polaris Live! Event Solutions, LLC's clients that competes with Polaris Live! Event Solutions, LLC products or services.

CONTRACTOR may have access to confidential and/or proprietary information belonging to Polaris Live! Event Solutions, LLC and/or their Client's. CONTRACTOR will not at any time either during the term or after termination intentionally or negligently use, disclose, provide access to or otherwise make available to any confidential informations.

Unless otherwise specifically stated in writing by Polaris Live! Event Solutions, LLC. CONTRACTOR is prohibited from soliciting, contracting, subcontracting, or entering into any contractual or employment agreement with any of Polaris Live! Event Solutions, LLC client(s) or employees, contractors, and subcontractor during the term of this agreement and for a period of two (2) years following the termination of this agreement.

Licenses:

CONTRACTOR understands and acknowledges that he/she is working on – client-event which may or may not be recorded and/or aired, in whole or in part, on national and international television and/or distributed in other media, and hereby irrevocably grant to Polaris Live! Event Solutions, LLC. the medium/media airing the client-event (if applicable) and all parent companies and subsidiaries, the right to use CONTRACTOR's name, voice, and likeness (physical depiction) in perpetuity for the broadcast, promotion or other exploitation of client-event in all types of media including, but not limited to print, television, internet, home-video, and all other means of distribution either now known or developed in the future. CONTRACTOR also waives all rights to any and all parts and proceeds of Event (including, but not limited to any/all media exploitation of Event) and all proceeds related to CONTRACTOR's services in conjunction with Event except those set forth herein. These irrevocable grants shall survive the termination of this Agreement.

CONTRACTOR understands that by submitting photographs, images or videos, they hereby irrevocably are granting Polaris Live! Event Solutions, LLC. and affiliates, legal representatives or assigns and those acting under its permission or upon authority, ownership of and the absolute right to use photographs, images, stills, videotape or motion pictures of yourself, including composite or altered representations whether produced by standard photographic/video techniques or computer, your name, image, voice or likeness, or in which you may be included in whole or in part, in conjunction with your own or any other picture, product, person, name or reproduction for use in print, film and out-of-home advertising, promotion, publicity or other commercial purposes for Polaris Live! Event Solutions, LLC. or any other products of Polaris Live Event Solutions, LLC. CONTRACTOR hereby waives any right to inspect or approve the finished version of any image or video used of yourself.

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(602) 384-7529

Choice of Law and Venue:

The parties agree that this Agreement shall be governed by the laws of the State of Arizona and that the appropriate venue for resolution of disputes arising out of this shall be the appropriate court located in Maricopa County in the State of Arizona. The parties further agree that they shall not assert any claim that they are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument.

Severability:

Should any provision of this Agreement be held to be invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Agreement.

Complete Agreement

This Agreement contains the entire understanding between the parties relating to the subject matter contained in this Agreement and, once executed, supersedes all prior oral and written understandings between the parties relating hereto. Any Amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

Polaris Live! Event Solutions, LLC.,
an Arizona company.

By:

Print Name:

Title:

CONTRACTOR:

By:

Print Name:

Title:

Phone:

Address: