



**Accredited EMS Fire Training Inc.
Independent Contractor Agreement**

This AGREEMENT is made BETWEEN

Known as ("Client") with a principal place of business at

AND

Accredited EMS Fire Training Inc. known as ("Contractor"), with a principal place of business at

1. Services to Be Performed

Accredited EMS Fire Training ("Contractor") agrees to perform the following services:

OR

Accredited EMS Fire Training ("Contractor") agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed by Accredited EMS Fire Training, Client agrees to pay Accredited EMS Fire Training ("Contractor") at the following rate:

Accredited EMS Fire Training INC. shall be paid 50% of the total amount 15 days prior to start date. The other 50% will be paid the first day of services.

The invoices from Accredited EMS Fire Training will include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses for Accredited EMS Fire Training, INC.

Accredited EMS Fire Training shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses;



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vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to 1099 contract personnel who Accredited EMS Fire Training hires to complete the work under this Agreement.

OR

Client shall reimburse Accredited EMS Fire Training (“Contractor”) for the following expenses that are attributable directly to work performed under this Agreement. Accredited EMS Fire Training will submit copies of all receipts and will submit itemized statement of Accredited EMS Fire Training (“Contractor’s”) expenses. Client shall pay Accredited EMS Fire Training (“Contractor”) within 30 days after receipt of each statement. If payment has not been received to PO Box 4464 El Dorado Hills California within 30 days a \$25.00 dollar a day charge will incur.

4. Vehicles and Equipment

Accredited EMS Fire Training (“Contractor”) will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Accredited EMS Fire Training (“Contractor”) to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status 1099

Accredited EMS Fire Training is an independent (“contractor”), no individual shall be deemed, a Client’s employee while performing services. Accredited EMS Fire Training shall follow all standard practice for services offered. Accredited EMS Fire follows strict procedures and policies for any service provided. Accredited EMS Fire Training has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Accredited EMS Fire Training shall select the routes taken, starting and quitting times, days of work, and order the work is performed. Accredited EMS Fire Training has the right to hire assistants 1099 individuals as assistances to use to provide the services required by this Agreement. Accredited EMS Fire Training individuals will wear appropriate dress/ clothes for the services provided. Accredited EMS Fire Training will not wear any uniforms provided by Client. The services provided by this Agreement shall be performed by Accredited EMS Fire Training, and Client shall not hire, supervise, or pay any assistants to help Accredited EMS Fire Training.

6. Business Licenses, Permits, and Certificates

Accredited EMS Fire Training represents and warrants that all 1099 individuals will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.



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7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Accredited EMS Fire Training (“Contractor's”) payments or make FICA payments on Accredited EMS Fire Training (“Contractor's”) behalf
- make state or federal unemployment compensation contributions on Accredited EMS Fire Training (“Contractor's”) behalf, or
- withhold state or federal income tax from Accredited EMS Fire Training payments.

Accredited EMS Fire Training shall pay all taxes incurred while performing services under this Agreement.

8. Fringe Benefits

Accredited EMS Fire Training (“Contractor”) understands that neither Accredited EMS Fire Training (“Contractor nor Contractor's”) employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Accredited EMS Fire Training (“Contractor or Contractor's”) employees or contract personnel. Accredited EMS Fire Training (“Contractor”) will not be entitled to these benefits about work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Accredited EMS Fire Training. If Accredited EMS Fire Training hires 1099 individuals to perform any work under this Agreement, Accredited EMS Fire Training will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the services offered.

11. Insurance

Client shall not provide insurance coverage of any kind for Accredited EMS Fire Training.

12. Indemnification

Accredited EM Fire Training shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the last date of service.



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14. Terminating the Agreement

With reasonable cause, either Client or Accredited EMS Fire Training may terminate this Agreement, effective immediately upon giving written notice.

Either party may terminate this Agreement at any time by giving 15 days' written notice to the other party of the intent to terminate. At any given time, Accredited EMS Fire training 1099 individuals may be called to their careers jobs for an emergency. Accredited EMS Fire Training will make every attempt to not cancel services.

15. Exclusive Agreement

This is the entire Agreement between Accredited EMS Fire Training, INC and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of El Dorado County or Sacramento County, California.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in El Dorado County or Sacramento County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in El Dorado County or Sacramento County, California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Accredited EMS Fire Training acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information in order to perform duties under this Agreement. Accredited EMS Fire Training acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Accredited EMS Fire Training will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Accredited EMS Fire Training use.
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of



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- Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- Other: _____.

19. Proprietary Information.

Accredited EMS Fire Training depending on the services offered sometimes takes pictures or video of the training. Accredited EMS Fire Training also uses these pictures and videos for liability, worker's compensation and advertising. Accredited EMS Fire Training will share pictures and videos with the client. If there is any cost associated with providing pictures or videos Client shall pay the cost.

20. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is

- beyond the reasonable control of a party, or
- materially affects the performance of any of its obligations under this agreement, and
- could not reasonably have been foreseen or provided against

21. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter contracts on Client's behalf.

22. Applicable Law

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

Signatures

Client: Printed Name _____

Signature _____ Date _____

Accredited EMS Fire Training / Authorized Signatory:

Printed Name _____

Signature _____ Date _____

Attachments: _____ Exhibit A:

Additional Description of Services to be Performed (Check if applicable)