

## Silver Fox Personal Assistant LLC Independent Contractor Agreement

**Print, complete then fax back to 602-745-8376**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between

Silver Fox Personal Assistant LLC ("the Company")

and [\_\_\_\_\_ *Your Name Here* \_\_\_\_\_]  
("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. **Expenses.** During the term of this Agreement, the Contractor pays all expenses incurred by contractor in connection with the performance of the duties hereunder.

3. **Written Reports.** The Company may request progress reports and a final results report be provided by Contractor on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

4. **Quality Leads:** The Contractor will only be paid on what are considered quality leads generated by the Contractor. With that understanding the definition of a quality lead is as follows:

- a) A quality lead is considered a lead generated from this location: <http://www.freegooglelisting.com> using Contractor's affiliate URL link.
- b) Contractor must personally call/receive permission from a business and complete the Google Listing Request Form found at this location <http://www.freegooglelisting.com>. Permission must be obtained by the "first name" on the Google Listing Request Form to be considered a quality lead.
- c) The "first name" must be able to be personally contacted at the "phone number" on the Google Listing Request Form. Only when a representative from Company is able to contact "first name" and confirm validity of lead will this be considered a quality lead. If by chance "first name" cannot be directly contacted the lead will be discarded and Contractor will not be paid on that lead.
- d) The "email" input on the Google Listing Request Form must be valid. "first name" must receive "email" to be considered a quality lead. If by chance "email" cannot be delivered the lead will be discarded and Contractor will not be paid on that lead.
- e) There are no qualifications for Contractor to receive lead generation compensation other than stated in this agreement.

5. **Qualifying Contractor:** The **QUALIFYING** Contractor is defined as follows:

- a) A qualifying contractor is one who has become a **Local Ad Link Brander** found at this location: [http://www.webdesignseoservices.com/adlink\\_representatives.html](http://www.webdesignseoservices.com/adlink_representatives.html)
- b) Once Contractor becomes qualified they will be eligible for first & second level compensation through Company's internet monthly subscription posting program found here: [http://www.webdesignseoservices.com/monthly\\_subscriptions.html](http://www.webdesignseoservices.com/monthly_subscriptions.html)

6. **Compensation & Payment:** The payments and payment schedule are as follows:

- a) After Contractor has completed all necessary paperwork as an independent contractor such as this **Independent Contractor Agreement and the W-9 forms** will Contractor be eligible for payment for any quality leads, first and second level compensation generated.
- b) Compensation is paid once Company's Contractor's approved account reaches **\$100**.
- c) Payment will be through Pay Pal unless otherwise agreed upon.
- d) Company agrees to pay Contractor **\$1** for each quality lead generated by contractor.

- e) Company agrees to pay **QUALIFYING Contractor 15%** on their first level production personally generated by contractor.
- f) Company agrees to pay **QUALIFYING Contractor 10%** on production generated by contractor's second level.
- g) Bonuses will be offered at the discretion of the Company which can found at this location [http://www.webdesignseoservices.com/work\\_from\\_home\\_bonuses.html](http://www.webdesignseoservices.com/work_from_home_bonuses.html)

**7. Confidentiality.** The Contractor acknowledges that during the engagement he or she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. The Contractor further agrees that he or she will not disclose his or her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his or her relationship to the Company and of the services hereunder.

**8. Conflicts of Interest; Non-hire Provision.** The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of 12 months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within 12 months of such employment or engagement.

**9. Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and not one of them shall be exclusive of any other or of any right or remedy allowed by law.

**10. Merger.** This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

**11. Termination.**

- a) **Active Contractor:** To stay active the Contractor must generate a minimum of 10 quality leads a week. Should contractor not generate 10 quality leads a week Contractor **COULD** be terminated and lose any or all compensation due to him/her.
- b) The Company may terminate this Agreement at any time with a written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply within the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

**12. Independent Contractor.** This Agreement shall not render the Contractor as an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and shall remain an independent contractor during his or her relationship

with the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

13. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that he or she performs for the Company.

14. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

15. **Choice of Law.** The laws of the state of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

16. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Arizona in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

17. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

18. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

19. **Assignment.** The Contractor shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of the Company.

20. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

*If to the Contractor:*

[ \_\_\_\_\_ *Your Name Here* \_\_\_\_\_ ]

[ \_\_\_\_\_ *Your street address here* \_\_\_\_\_ ]

[ \_\_\_\_\_ *Your city, state, zip here* \_\_\_\_\_ ]

*If to the Company:*

Silver Fox Personal Assistant LLC  
16845 N 29<sup>th</sup> Ave  
Phoenix Arizona, 85053

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

22. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

23. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and

unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Company: Silver Fox Personal Assistant LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_ [title or position]

Contractor: \_\_\_\_\_ *Your Signature Here* \_\_\_\_\_