

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

VIDEO CREW SERVICE, LLC

AND

Whereas, VIDEO CREW SERVICE, LLC, (Company) intends to contract with _____
(Independent Contractor) for the performance of certain and various tasks for the benefit of Company.

Company's principal place of business is located at 2091 Arlingate Lane, Columbus, Ohio 43228;
Independent Contractor's principal place of business is located at:

_____ (or see attached W-9).

Independent Contractor declares that he/she/it is engaged in an independent business and is complying and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out his/her/its business and the tasks to be performed under this Independent Contractor Agreement. Independent Contractor declares that he/she/it is engaged in the same or similar activities for other clients and Company is not Independent Contractor's sole and only client or customer.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

1. SERVICES TO BE PERFORMED. Company engages Independent Contractor, when requested by Company, to assist in the set-up and operation of broadcasting equipment on various projects for the live telecast of sporting and entertainment events at various venues throughout North America. Independent Contractor is free to decline any request by Company for the provision of services under this independent contractor agreement.
2. TERMS OF PAYMENT. Company shall pay Independent Contractor on a project by project basis at the daily rate established by the contract between Company and its customers on any particular project. The daily rate shall be based upon the provision of services up to 10 hours per day. For additional services provided by Independent Contractor in excess of 10 hours on any given day ("Additional Services"), Independent Contractor shall be compensated at the daily rate established by the applicable contracted divided by 6.667, for every hour or portion of an hour in excess of 10 hours. Company will reimburse Independent Contractor for reasonable, pre-authorized expenses incurred in carrying out the services under this independent contractor agreement; provided, however, that in all cases, Independent Contractor must provide written receipts related to such expenses. Independent Contractor shall invoice Company for services rendered on each project, including Additional Services and authorized expenses, by completing

and submitting the Independent Contractor Invoice attached hereto and incorporated herein as Exhibit A.

3. **GENERAL SUPERVISION.** Independent Contractor retains the sole right to control or direct the manner in which services are to be performed. Subject to the foregoing, Company retains the right to ensure that the services that Independent Contractor provides are timely and in conformity with Company's and Company's client's expectations; if not, Company may terminate Independent Contractor agreement immediately.
4. **NO PAYROLL OR EMPLOYMENT TAXES.** No payroll or employment taxes of any kind shall be withheld or paid by Company with respect to payments to Independent Contractor. The payroll and employment taxes that are the subject of this paragraph include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax (where applicable) and state unemployment insurance tax. Company will provide Independent Contractor with IRS 1099 tax report form.
5. **NO UNEMPLOYMENT COMPENSATION BENEFITS.** Independent Contractor acknowledges that under this independent contractor agreement, Independent Contractor is ineligible to file for state unemployment compensation benefits in connection with the services performed for Company.
6. **NO WORKERS' COMPENSATION INSURANCE.** Independent Contractor acknowledges that no workers' compensation insurance has been or will be obtained by Company on behalf of Independent Contractor or Independent Contractor's employees. Independent Contractor may be required from time to time to provide proof of his/her/its worker's compensation coverage.
7. **NO INSURANCE.** No insurance coverage of any kind will be provided to Independent Contractor, except as required by Company's Customers, venues or other parties requesting insurance from Company and its subcontractor. Insurance coverages that are the subject of this paragraph may include, but are not limited to, property insurance, liability insurance and health insurance.
8. **INDEMNIFICATION.** Independent Contractor agrees to hold Company and its assignees harmless from and against any and all claims, demands, actions, damages, liability, costs and expenses arising out of or in connection with any bodily injury, death, or loss of or damage to property which occurs in connection with the services to be rendered by Independent Contractor for Company.
9. **TERMINATION.** In addition to Company's right to terminate this independent contractor agreement pursuant to Paragraph 3 of this agreement, Company or Independent Contractor may terminate this independent contractor agreement upon 30-day advance written notice provided to the other party.

10. GOVERNING LAW. This agreement shall be governed by the laws of the State of Ohio, and the parties agree that the only venue in which a claim arising from this Agreement may be filed is a state or federal court located in Columbus, Franklin County, Ohio.

Agreed to this ____ day of _____, 20__.

VIDEO CREW SERVICE, LLC

INDEPENDENT CONTRACTOR

By _____

By _____