

Independent Contractor (IDC) Agreement (at-Will) with Non-Disclosure, Non-Compete and Non-Solicitation Provisions

This Independent Contractor (“IDC”) Agreement (the “Agreement”) is made and entered into, to be effective for all purposes as of _____ (TODAY’S DATE), notwithstanding earlier or later execution (signing), by and between BOOK WORM TUTORING, INC. DOING BUSINESS AS (DBA) STEPPING STONE TUTORS, an Oregon corporation having its office and principal place of business in Bend, Oregon (the “Company”) and (IDC’s name)

_____ (YOUR NAME). The Company desires to utilize the IDC in the conduct of the Company’s business, and for the remuneration described below and other good and valuable consideration the sufficiency of which is expressly acknowledged by the IDC, the parties enter into this Agreement.

1. **Utilization of IDC.** The Company will utilize the IDC in the capacity and with the initial title of hourly tutor, to perform independent contractor services from time to time on an at-will basis. The Company reserves the right to change the terms, conditions, scope of work and duties of the IDC from time to time as the Company in its sole discretion determines appropriate for the advancement of the Company’s business pursuits.

2. **Definitions.**

2.1 **“Agreement”**: means this contract and any written or oral amendment (accept as herein otherwise provided), change, or modification to this contract which has been executed (signed) if in writing between the Company and the IDC; provided further that any change(s) hereto which alter(s) in any manner the terms of the IDC from an IDC at-will status must be in writing executed (signed) by both the Company and the IDC to be binding upon the Company.

2.2 **“Client”**: means any individual or group paying the Company for its services.

2.3 **“Company”**: means Book Worm Tutoring, Inc. DBA Stepping Stone Tutors. (and any related or affiliated company or business entity at the Company’s sole discretion), or its successors and/or it assigns.

2.4 **“Confidential Information”**: means any and all information, data, documents, records, notes, memoranda, handbooks, tests, operating manuals and instructions, recommendations, plans, projections, proposals, historical sales and marketing information, order and other forms or any other information between the Company and the Company’s clients.

3. **Compensation for Services Rendered by the IDC: Term and Conditions.**

3.1 **Compensation Rate.** Compensation for services rendered by the Tutor will be determined and set with the Tutor at the date of hire.

3.2 **Time of Payment to Tutor;** The Company expects to make payment to the Tutor for services rendered by the Tutor to a client on approximately the first day of the following month. The Company may, at its election regarding customer disputes, withhold certain payments to the Tutor for work not properly or adequately performed. No payment of compensation to the Tutor shall be made after termination by the Tutor, except for the actual amounts due for work properly and adequately performed by the Tutor prior to termination or ending work as the case may be.

4. **Performance of Services.**

4.1 **Records and Documentation.** The IDC agrees and shall maintain appropriate records and documentation of the IDC's meetings and communications (in person, telephonically, electronically, and in writing) to, with and from clients for which a client project has been assigned to the IDC for the IDC's services. Upon the request of the Company, the IDC agrees and shall promptly with due diligence, and within the specific time deadline (3 days from date of hire) set by the Company at the Company's discretion, provide to the Company true and accurate copies of such records and documentation.

5 **General Provisions; IDC's Acknowledgments & Agreements.** Except as provided below, the IDC expressly agrees and acknowledges that the IDC shall not copy or transmit in any manner any Confidential Information to any person, company, corporation, or business entity of any kind, other than as is reasonably necessary or desirable in the usual course of business relative to and only in connection with a specific client project assigned to the IDC.

5.1 **Use and/or Utilization of Confidential Information by the IDC During the Period of this Agreement.** In addition and supplement to the foregoing provisions of this section, during the period of this Agreement, the IDC shall not use or utilize any Confidential Information except as permitted by the Company or its clients, as may be appropriate in each instance. The IDC will not use a Customer's information in any way other than for the purposes of maintaining communications with the Customer or for locating the location for tutoring services.

5.2 **Use and/or Utilization of Confidential Information by the IDC after Termination of this Agreement.** The IDC expressly agrees and acknowledges the IDC shall not use or utilize any Confidential Information for personal gain, financial or otherwise, or for the benefit or gain of any other person, company, corporation, or business entity of any kind, nor of any governmental agencies, authorities, committees, bodies, and the like (unless mandated by law or required by an appropriate, proper, and duly enforceable court order or lawfully issued and properly served enforceable subpoena), without the express written prior approval and consent of the Company, for a

period of three (3) years after termination of this Agreement, whether voluntary or involuntary. The IDC expressly agrees and shall not attempt to admit into evidence in any court or other judicial, quasi-judicial, or administrative proceeding regarding an alleged oral authorization by the Company to do so.

5.3 **Non-Competition: Scope.** The IDC expressly agrees and shall not directly or indirectly compete with the Company in any manner to the full extent permitted by law, whether by solicitation of the Company's clients or otherwise.

5.4 **Relationship of IDC to the Client and the Company.** THE IDC ACKNOWLEDGES THE COMPANY HAS INCURRED CERTAIN EXPENSES IN OBTAINING CLIENTS. THE IDC FURTHER UNDERSTANDS THE IDC WILL AT NO TIME WORK DIRECTLY FOR ANY SUCH CLIENTS UNLESS GIVEN WRITTEN APPROVAL BY THE COMPANY. FAILURE TO COMPLY WITH THIS AGREEMENT WILL BE CONSIDERED A BREACH OF CONTRACT BETWEEN THE IDC AND THE COMPANY AND MAY LEAD TO PROSECUTION BY THE COMPANY AGAINST THE IDC IN A COURT OF LAW. This contract does not prohibit the IDC from tutoring persons who are not clients of the company on their own time..

6 **Damages, Interest, Attorney's Fees—Provisions and Limitations**

6.1 **The IDC.** The IDC shall be liable for and shall pay to the Company any and all damages of every kind and description suffered or incurred by the Company, and also including any and all applicable multiple, exemplary, or punitive damages permitted or authorized by law, as a result of or connected with the breach of any of the Tutor's duties, representations, warranties, covenants, conditions, terms, and obligations set forth in this Agreement. The IDC shall also pay to the Company any and all attorney's fees and expenses (whether by or through an attorney or not) of every kind and description suffered or incurred by the Company for any and each breach of the IDC's duties, representations, warranties, covenants, and obligations under this Agreement. The IDC shall also pay to the Company interest on all damages, attorney's fees, and expenses.

6.2 **Insurance.** Insurance is required for any vehicle either owned or non-owned during the scope or performance of Company activities including traveling to or from tutoring sessions. The IDC agrees to at all times during the force of this contract to maintain automobile liability insurance coverage to comply with minimum state requirements in the state where services are rendered.

7. **General Administrative and Other Provisions.**

7.1 **Return of Confidential Information, Products, and Supplies, Materials, and Equipment of the Company; Withholding of Final Payment(s) Due the IDC until Return Thereof.** Immediately upon termination by the Company, or the last day of working for the Company upon the IDC's termination, the IDC shall return to the Company at its place of business at the IDC's expense any and all Confidential

Information, products, and supplies, materials, and equipment provided by or owned by the Company, in good condition, reasonable wear and tear excepted. The Company shall be entitled to withhold paying over to the IDC final payment(s) due to the IDC until return thereof in accordance with the foregoing provisions.

7.2 The IDC's Review of the Agreement; Binding Effect

Acknowledgement. The IDC agrees and acknowledges that the IDC has been afforded the opportunity to review this Agreement to the IDC's satisfaction (including the opportunity to seek independent advice, legal or otherwise), and has done so or voluntarily waives doing so, and enters into this Agreement freely and voluntarily. The IDC agrees and further acknowledges that this is a legally binding contract.

7.3 Choice of Law, Venue and Jurisdiction; Arbitration; Time Limitation for Actions by the IDC against the Company.

7.3.1 Choice of Law, Venue and Jurisdiction. This Agreement shall be solely governed by and construed in accordance with the laws of the State of Oregon.

7.3.2 Arbitration. The parties agree to arbitrate any disputes related to this Agreement, to the fullest extent permitted by law, according to the rules and regulations of the American Arbitration Association, or such other arbitration serviced which the parties may agree upon relative to any dispute between them relative to this Agreement's other provisions, such arbitration to be held in Bend, OR.

7.3.3 Time Limitation for Actions by the IDC against the Company. To the extent permitted and not prohibited by law, any action or proceeding (whether judicial, quasi-judicial, administrative, or arbitration) against the Company by the IDC for any breach or alleged breach of the Company's obligations under this Agreement, or relating to or connected with this Agreement in any manner, shall be commenced only within one (1) year from the date of such breach of alleged breach, or from the date of termination if the Company terminates this Agreement, whichever is earlier.

7.4 Entire Agreement; Severability; Counterparts. This Agreement sets forth the entire agreement and understanding of the Company and the IDC as to the subject matter and scope hereof and of the Company's utilization of the IDC's services, and supersedes and renders null and void any and all prior agreements, undertakings, representations, and communications of every kind and nature between the Company and the IDC. If any provision herein is or becomes or shall be held to be invalid or unenforceable, such provision shall be deemed amended to the narrowest extent necessary to conform to applicable laws so as to remain valid and enforceable, or if it cannot be so amended without materially altering the intention of the Company and the IDC as the parties hereto, it shall be stricken and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which so executed shall be considered an original for all purposes and all of which together shall constitute one and the same document.

7.5 **No Waiver.** The waiver by the Company of any breach of any duty, warranty, representation, or obligation of the IDC under this Agreement in any particular instance shall neither prevent subsequent enforcement of that breach (if a similar or any other breach occurs) nor of any other breach by the IDC.

7.6 **Amendment, Change, Modification, Substitution; Assignment.** Except as may be otherwise provided herein, this Agreement may not be amended, changed, or modified, and no other agreement may be substituted for it, except by a written consent signed by the IDC and the Contractor. The IDC may not assign his rights, liabilities, obligation, and duties under this Agreement to any other person or persons, company, corporation, partnership (whether general or limited), or any other business entities of every kind and nature, without the express prior approval of the Company. This Agreement is fully assignable by the Company for all purposes.

7.7 **Address and Notice.** Any notice required by law to be given to the IDC (to the extent permitted by law) or which is given for any other purpose by the Company to the IDC shall be deemed given upon the delivery of the notice to the last address for the IDC on the books and/or in the records of the Company, and the Company may rely upon such address to the fullest extent permitted by law. The IDC shall be responsible for ensuring the Company may rely upon such address to the fullest extent permitted by law. The IDC shall be responsible for ensuring the Company always has an updated address and telephone number(s) (residential and work) for the IDC.

7.8 **Effect of Termination.** Termination of this Agreement, whether by the Company or IDC, and whether voluntarily or involuntarily, shall not render this contract null and void, and all provisions hereof relation to Confidential Information, Non-Compete, Non-Solicitation, arbitration and enforcement of the terms hereof, and relation to the recovery and limitation of damages, attorney's fees, expenses, and contractual provisions between the Company and the IDC.

IN WITNESS WHEREOF, the Company (by its President duly authorized) and the IDC hereby execute this Agreement intending it to take effect as a sealed instrument for all purposes. By signing this document, the IDC acknowledges that he/she have received a copy for his/her records (**INITIALS**) _____.

Book Worm Tutoring, Inc.
By its President, Andrew M. Cogen
Date: _____, 20____

IDC (**SIGN YOUR NAME HERE**)
Date: _____, 20____