

## Contractor Information Pack Independent Contractor Agreement

This agreement is entered to as of t	the day of	, 20	_ between ShowPro of
South Florida, Inc. (ShowPro) and _			(the Contractor)

Independent Contractor: ShowPro hereby engages the Contractor as an independent contractor to perform the services set forth on a per-engagement basis, and the Contractor hereby accepts such engagement. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with ShowPro for any purpose. The Contractor is and will remain an independent contractor in their relationship to ShowPro. ShowPro will not be responsible for withholding taxes with respect to the Contractor's compensation hereunder or otherwise for vacation pay, sick leave, retirement benefits, or employee benefits of any kind.

**Professional Responsibility:** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with their independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of their trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong and to the laws and regulations governing the practice of the Contractors' trade in the State. In the event that the Internal Revenue Service should determine that the Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

Compensation & Invoicing: The Contractor's duties, term of engagement, and compensation shall be set forth prior to each engagement. These terms may be amended time to time by either party hereto only with approval from the other party. The Contractor must submit invoices to <a href="mailto:finances@showprosfl.com">finances@showprosfl.com</a> no more than 7 working days after engagement is completed. The invoice must include—at minimum—the date of service, type of service, and client. Unless otherwise agreed upon in writing, Contractor must make the invoice due no earlier than 30 days from the invoice date (net-30). ShowPro agrees, whenever possible, to process and issue payment for invoices on the Friday immediately following submission of the invoice by the Contractor. If, in its sole responsibility, ShowPro determines the Contractors work does not adhere to the terms previously set forth for a particular engagement, ShowPro has the right to withhold payment until the Contractor makes all necessary efforts to fully execute their duties.



ShowPro offers compensation via either Zelle direct deposit or mailed check. ShowPro takes no responsibility for any issues that may arise with either Zelle or the United States Postal Service. ShowPro will endeavor in good faith to resolve any payment issues brought forward by the Contractor within a reasonable timeframe. However, if a physical check has been mailed or a transfer has been sent via Zelle, ShowPro's responsibilities under this agreement will be considered fully executed.

**Workers' compensation:** As required by the laws of the State of Florida, ShowPro maintains in full force and effect a policy of workers' compensation insurance covering the Contractor during the term of this agreement. To manage the high cost of insurance, ShowPro will deduct 3% from all labor payments to Contractors not otherwise covered on their own insurance. Contractors who maintain in full force and effect a policy of workers' compensation insurance themselves are exempt from this deduction and should include a certificate of insurance to the online Google Form to be considered for exemption. Please note: Other payments (i.e., equipment rental, equipment purchases, etc.) are not subject to this deduction.

**Term of Agreement:** This Agreement will be used for all engagements between ShowPro and the Contractor commencing on the date set forth herein until such time as ShowPro amends this agreement or either party terminates the Agreement per the terms herein, whichever comes first.

**Termination of Agreement:** Notwithstanding any other provisions of this Agreement, either party hereto may terminate the Agreement at any time by giving 24 hours written notice to the other party.

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ShowPro of South Florida, Inc.	Contractor
Adrien Solano Vice President & Chief Financial Officer	
vice President & Chief Financial Officer	Name (Please Print)
	Company, if applicable (Please Print)