



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into between **ACAV LLC** ("ACAV" or "the Company"), a limited liability company organized under the laws of Arizona, and the undersigned (the "Contractor"). It outlines the terms and conditions under which the Contractor will provide services to the Company.

1. Independent Contractor Status

Contractor acknowledges and agrees that they are an independent contractor and not an employee, partner, joint venture, or agent of ACAV LLC. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship, and Contractor is not subject to the supervision and control of the Company except as to the scope of services provided under this Agreement. Contractor is solely responsible for all taxes, withholdings, insurance, and any other obligations imposed by law with respect to the payments received under this Agreement.

2. Scope of Work

The Contractor agrees to provide audio, video, lighting, staging, and event labor services as requested by the Company, which may include but is not limited to: stagehands, riggers, loaders, utility technicians, audio/video/lighting technicians, camera operators, engineers, and lead operators. Each engagement will be initiated through a written work call, Service Request, or Purchase Order specifying the date(s), call time(s), venue, position, and rate.

3. Payment Terms

The Contractor will be paid NET 30 days from the date of invoice submission. Invoices must include a breakdown of services, dates, hours worked, and any approved reimbursable expenses. Contractor must complete and submit all vendor setup forms, including a signed IRS Form W-9, before payment can be issued. Invoices referencing the wrong Purchase Order number may be delayed until corrected.

4. Contractor Rates

The Contractor must submit their rate schedule before being contracted for any work.

Contractor may change their rates from time to time, but any rate changes must be submitted in writing in advance of the rate change. To allow the Company to incorporate rate changes into future pricing, rate changes will not take effect until thirty (30) days after the date of submission and shall only apply to projects where Contractor has not already been booked at a previous rate. For any work, the rate in effect at the time of booking shall be the prevailing rate.

5. Intellectual Property

All work product produced in connection with services performed under this Agreement shall be considered "work made for hire" as defined in the Copyright Act of 1976, 17 U.S.C. Sec. 101 et seq., and shall be the exclusive property of the Company. If any such work product is not considered, by operation of law, "work made for hire" by Contractor for the Company, Contractor automatically assigns, without further consideration, the ownership of all such work product to the Company.

Contractor assigns to the Company, as exclusive property, all right, title, and interest in any intellectual property developed or conceived by Contractor, solely or jointly with others, during the term of this Agreement, where such intellectual property: (a) was made with the Company's equipment, supplies, facilities, trade secrets, confidential information, or time; (b) relates to the Company's business or demonstrably anticipated business; or (c) results from services performed by Contractor for the Company. Contractor will make and maintain written records of such intellectual property, promptly submit them to the Company upon request, and execute all papers and provide reasonable assistance, at the Company's expense, to enable the Company to obtain legal protection for such intellectual property in any jurisdiction.

Contractor will not disclose or use any confidential information or intellectual property belonging to others unless Contractor has their written authorization to do so.

6. Rules of Conduct and Social Media

Contractor shall always abide by and comply with the rules set forth in **Exhibit A - ACAV Rules of Engagement** when working with ACAV and/or otherwise performing pursuant to an ACAV work call or Project Directive: (a) act professionally and courteously; and (b) immediately disclose in writing all logistical, labor, technical, or other problems to ACAV to the attention of the relevant Project Manager or Lead Technician. When using the internet or any social media, Contractor shall remain subject to the terms of this Agreement, and shall not: (a) post or otherwise disclose ACAV's name and/or any information regarding the work call including the underlying project, show, or other event (collectively, a "Project") and identities of the parties participating in the Project; (b) post or otherwise disclose any proprietary information about a Project; (c) post or otherwise disclose any labor, equipment, rates, pricing, or costs relating to a Project; (d) post or communicate any vulgar or obscene language or images; (e) post or communicate anything negative about ACAV and/or any parties, clients, customers, venues, crew, another company, or gear related to a Project; and (f) post or communicate anything that would portray in a negative light ACAV and/or any parties, clients, customers, venues, crew,

another company, or gear related to a Project.

7. Confidentiality

"Confidential Information" includes all confidential information and trade secrets (whether specifically labeled as "confidential" or not), in any form or medium, disclosed to or learned or developed by Contractor that relates to the business, products, services, or development of the Company or its clients and that has not become publicly known - including but not limited to customer and prospect lists, customer information, business policies and procedures, crew lists, rates, and event details.

Contractor agrees to maintain strict confidentiality regarding all Confidential Information and shall not at any time use or disclose it in any manner, other than in furtherance of the services provided under this Agreement. Contractor will use best efforts to safeguard Confidential Information and protect it against disclosure, misuse, loss, and theft. Where the Company has entered into confidentiality agreements with its clients containing provisions more restrictive than this Agreement, Contractor agrees to abide by those more restrictive provisions as notified.

Upon termination of this Agreement, Contractor will promptly return to the Company all documents and records belonging to the Company or its clients, and will not use or disclose any Confidential Information to any person or entity not specifically authorized by the Company.

Contractor understands that breach of this Section will cause irreparable harm to the Company's business for which monetary damages may be inadequate, and the Company may seek both monetary damages and injunctive relief. If the Company successfully enforces this Agreement against Contractor, Contractor will reimburse the Company's actual enforcement costs, including reasonable attorneys' fees.

8. Insurance Requirements

The Contractor shall maintain the following insurance coverage:

- Commercial General Liability: \$1,000,000 per occurrence
- Workers' Compensation and Employers' Liability: \$1,000,000 per accident

Certificates of Insurance ("COI") must list ACAV LLC as an additional insured and shall provide for thirty (30) days' written notice to ACAV for cancellation or any change in coverage. The COI shall be provided to ACAV upon request.

Note: If the Contractor does not obtain the required Workers' Compensation and Employers' Liability Insurance coverage, a 2% deduction of billed services will be applied to their billed services (excluding expenses, rentals, per diem, or reimbursements) to compensate for

coverage under the Company's workers' compensation program. **Please confirm by checking one of the following (required to be eligible to work for ACAV):**

- ☐ I will provide both General Liability and Workers' Compensation Insurance, as required here.
- ☐ I will provide General Liability Insurance only and authorize ACAV to apply a 2% deduction to my billed labor services (excluding expenses, rentals, per diem, or reimbursements) to cover participation in ACAV's Workers' Compensation program. I understand that any inclusion within ACAV's workers' compensation program is solely for insurance purposes and does not create an employment relationship between myself and ACAV.
- ☐ I do not maintain workers' compensation coverage and request Company approval of an alternative arrangement, if permitted by applicable law. I will provide proof of Commercial General Liability Insurance as required. Company may approve or deny this request in its sole discretion.
- ☐ I will be hired through a third-party labor vendor that will provide all required insurance on my behalf.

Contractor's insurance shall be primary and non-contributory to any insurance maintained by Company and shall include a waiver of subrogation in favor of Company where available.

9. Indemnification

Contractor shall indemnify, defend, and hold harmless ACAV LLC, its affiliates, officers, directors, employees, agents, and clients from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Contractor's breach of this Agreement; (b) Contractor's acts, omissions, negligence, willful misconduct, or violation of applicable law; (c) any claim that the services or deliverables provided by Contractor infringe or misappropriate any intellectual property or proprietary rights of a third party; (d) any claims by third parties related to Contractor's employment status, tax obligations, or benefits; or (e) any bodily injury, including death, or property damage arising out of or relating to Contractor's services or presence at any project or event site.

10. Non-Solicitation

The Contractor agrees not to solicit, hire, or otherwise interfere with the relationship between the Company and its clients or employees with whom Contractor had material contact for a period of two (2) years following the termination of this Agreement.

11. Termination

Either party may terminate this Agreement with written notice. The Company may terminate immediately for cause, including but not limited to breach of this Agreement, misconduct, or failure to perform the agreed-upon services to the Company's satisfaction. Notwithstanding anything to the contrary herein, Sections 7, 9, 10, and 12 shall survive termination of this Agreement.

12. Governing Law

This Agreement shall be governed by the laws of the State of Arizona. Any dispute arising under or relating to this Agreement shall first be subject to good faith negotiation between the parties. If unresolved, the parties agree to submit the dispute to non-binding mediation in Maricopa County, Arizona before either party may commence legal action.

13. Amendments and Assignment

This Agreement may not be amended unless in writing and signed by the parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision. This Agreement shall inure to the benefit of the Company and its successors and assigns. Contractor may not assign or delegate his rights or duties hereunder.

14. Severability

Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision or the invalid or unenforceable provision in any other situation or in any other jurisdiction.

15. Signatures

By signing below, Contractor acknowledges that they: (1) have read this Agreement and understand it; (2) have had the opportunity to obtain advice from legal counsel of their choice; (3) sign it only after reading, considering, and understanding it; and (4) have been given a copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Company Representative: _____

Signature: _____

Title: _____

Date: _____

Contractor: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A - ACAV RULES OF ENGAGEMENT

- **Call Times.** All work calls are hourly. Report at the stated call time, signed in and ready to work. Late arrival without prior notice may result in reduced hours or dismissal from the call.
- **Dress Code.** Show Blacks required on all calls unless the work call states otherwise: black shirt, black pants, black closed-toe shoes. No logos, shorts, or athletic wear unless approved in advance.
- **Conduct.** Professional, courteous behavior at all times toward clients, venue staff, and fellow crew. No smoking, vaping, or phone use in client-facing areas during show hours.
- **Time Reporting.** Hours are reconciled against actual time worked. Report accurate in/out times. Overtime, meal penalties, and turnaround rules on a given show follow the work call as issued.
- **Meal Periods.** A meal break will be provided no later than six (6) hours after call time on full-day calls, unless the work call specifies otherwise.
- **Cancellations & No-Shows.** If you must cancel a confirmed call, notify ACAV immediately - no less than 24 hours before call time except in genuine emergencies. No-shows without notice may result in removal from future calls.
- **Safety.** Follow all venue and OSHA safety requirements, including PPE where required. Immediately report any injury, hazard, or unsafe condition to the ACAV lead on site.
- **Gear & Venue Property.** Treat all client, venue, and ACAV equipment with care. Contractor is responsible for damage caused by negligence or misuse.

ACAV LLC - Phoenix, Arizona