



High St. Graphics
114 High St.
Middletown, CT 06457
Phone: 860-352-9178
Email: info@highstgraphics.com
Website: www.highstgraphics.com

[INDEPENDENT CONTRACTOR NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[DATE]

Dear [INDEPENDENT CONTRACTOR NAME],

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you ("You" or "Artist") agree to provide certain services and deliver certain deliverables (as described on Schedule A) to HIGH ST. GRAPHICS, LLC, with offices located at 114 High Street, Middletown, Connecticut 06457, a Connecticut limited liability company ("High St. Graphics" or the "Company").

1. SERVICES.

1.1 High St. Graphics hereby engages Artist, and Artist hereby accepts such engagement, as an independent contractor to provide certain services to High St. Graphics on the terms and conditions set forth in this Agreement.

1.2 You shall provide to the Company the services and deliverables set forth on Schedule A (the "**Services**"). TIME IS OF THE ESSENCE WITH RESPECT TO THE TIME OF PERFORMANCE AND DELIVERY OF THE DELIVERABLES DESCRIBED ON SCHEDULE A.

1.3 The Company shall not control the manner or means by which you perform the Services.

1.4 Unless otherwise set forth in Schedule A, you shall furnish, at your own expense, the equipment, supplies and other materials used to perform the Services. The Company shall provide you with access to its premises and equipment to the extent necessary for the performance of the Services.

1.5 To the extent you perform any Services on the Company's premises or using the Company's equipment, you shall comply with all applicable policies of the Company relating to business and office conduct, health and safety and use of the Company's facilities, supplies, information technology, equipment, networks and other resources.

2. TERM. The term of this Agreement shall commence on the date hereof and shall continue until the Services are completed, unless earlier terminated in accordance with **Section 9** (the "**Term**"). Any extension of the term will be subject to mutual written agreement between the parties.

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you the amount set forth on Schedule A (the "**Fees**"), payable on completion of the Services to the Company's satisfaction. You acknowledge that you will receive an IRS Form 1099-MISC from the Company, and that you shall be solely responsible for all federal, state and local taxes, as set out in **Section 4.2**.

3.2 You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses unless specifically set forth on Schedule A.

3.3 The Company shall pay all undisputed Fees within 30 days after completion of the Services.

4. RELATIONSHIP OF THE PARTIES.

4.1 You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting **Section 4.1**, you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractors.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 The Company is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to the deliverables set out on Schedule A (collectively, the "**Deliverables**"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "**Intellectual Property Rights**") therein. You agree that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for the Company. If, for any reason, any of the Deliverables do not constitute a "work made for hire," you hereby irrevocably assign to the Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

5.2 Any assignment of copyrights under this Agreement includes all rights of attribution, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" in any jurisdiction throughout the world (collectively, "**Moral Rights**"). You hereby irrevocably waive, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.

5.3 The Company, in its sole and absolute discretion, may make any changes in, deletions from or additions to the Deliverables or any part of the materials generated by you in the course of providing the Services. The Company is not under any obligation to use any Deliverables or other products of the Services or derivatives thereof.

5.4 Upon the reasonable request of the Company, you shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you hereby irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.

5.5 Notwithstanding **Section 5.1**, to the extent that the Deliverables are to contain any pre-existing materials of yours, and such pre-existing materials are specifically described in Schedule A, and approved by the Company prior to the commencement of Services (“Prior Art”), you will retain ownership of such Prior Art and hereby grant to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such Prior Art and derivative works thereof. The Company may assign, transfer and sublicense such rights to others without your approval.

5.6 Except for such Prior Art, you have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. You have no right or license to use the Company's trademarks, service marks, trade names, trade names, logos, symbols or brand names.

5.7 If a substantial portion of your work is used in any final product, as determined at the sole discretion of the Company, you will receive credit in the form of the following language displayed on the final product in a manner to be determined by the Company: “Credit to _____.” Negligent failure by the Company to comply with this Paragraph shall not constitute a breach of this Agreement.

5.8 You shall require each of your employees and contractors to execute written agreements securing for the Company the rights provided for in this Section 5 prior to such employee or contractor providing any Services under this Agreement.

6. PUBLICITY WAIVER AND RELEASE. You hereby grant to the Company the non-exclusive irrevocable right to issue and authorize publicity, advertising and any other marketing information concerning you and to use your name and biographical data in connection with the distribution and advertising of the commercial and business endeavors of the Company, including but not limited to the Services and/or Deliverables.

7. CONFIDENTIALITY.

7.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, information about pricing, finances, and the

Company's customers, and customer information, including prior engagements and the pricing thereof, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you develop in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

7.2 Confidential Information shall not include information that:

(a) is or becomes generally available to the public other than through your breach of this Agreement; or

(b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

7.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. You agree to provide written notice of any such order to an authorized officer of the Company within two days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

8. REPRESENTATIONS AND WARRANTIES.

8.1 You represent and warrant to the Company that:

(a) you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;

(b) your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(c) you have the required skill, experience and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state and local laws and regulations;

(e) the Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

(f) all Deliverables are and shall be your original work (except for material in the public domain or provided by the Company) and, to the best of your knowledge, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

8.2 The Company hereby represents and warrants to you that:

(a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

9. INDEMNIFICATION.

9.1 You shall defend, indemnify and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions; and

(b) your breach of any representation, warranty or obligation under this Agreement.

9.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

10. TERMINATION.

10.1 Either party may terminate this Agreement with or without cause upon 10 days' written notice to the other party of intent to terminate. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination, provided that you have complied with the provisions of Section 10.3.

10.2 Either party may terminate this Agreement, effective immediately upon written notice to the other party, in the event that a party materially breaches this Agreement, and such breach is incapable of cure. With respect to a material breach capable of cure, if the breaching party does not cure such breach within 30 days after receipt of written notice of such breach, this Agreement will terminate immediately upon the expiration of the cure period.

10.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination:

(a) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for your use by the Company;

(b) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;

(c) permanently erase all of the Confidential Information from your computer systems; and

(d) certify in writing to the Company that you have complied with the requirements of this clause.

10.4 The terms and conditions of this clause and **Section 4, Section 5, Section 7, Section 8, Section 9, Section 11** and **Section 12** shall survive the expiration or termination of this Agreement.

11. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

12. MISCELLANEOUS.

12.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

12.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

12.3 This Agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

12.4 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

12.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the

State of Connecticut in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

12.6 It is the intent of the parties that the form, terms and provisions of this Agreement be construed and enforceable to the fullest extent possible so as not to violate any applicable provision of law and, if necessary are intended to be limited by a court of competent jurisdiction only to the extent necessary to render each provision of this Agreement valid, legal and enforceable under the provisions of any applicable law. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.7 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this Agreement accurately sets forth our understanding and obligations, kindly execute the enclosed copy of this agreement and return it to the undersigned.

High St Graphics, LLC

BY:.....

Name:

Title:

ACCEPTED AND AGREED:
[INDEPENDENT CONTRACTOR]

BY:.....

Name:

Title:

Date:

Federal Tax Id. No./Social Security No.:

SCHEDULE A
SERVICES

1. SERVICES: [DETAILED DESCRIPTION OF SERVICES AND TIME FOR PERFORMANCE]

2. EQUIPMENT, TOOLS OR MATERIALS PROVIDED BY COMPANY: [ITEMS]

3. DELIVERABLES: [DELIVERABLES]

4. PRE-EXISTING MATERIALS: [SPECIFY ANY INDEPENDENT CONTRACTOR PRE-EXISTING MATERIALS]