

VIDEO TECH SERVICES SUBCONTRACTOR AGREEMENT

1. Definitions

- 1.1 Video Tech Services, Inc. 10866 Washington Blvd. Suite 513 Culver City, CA 90232
- 1.2 Contractor means the individual or entity shown as the contractor on the Subcontractor Agreement.
- 1.3 Services means any and all services set forth in the Subcontractor Agreement.

2. Payment for Services

- 2.1 Payment Terms: Video Tech Services will pay compensation to contractor the sum shown as the Total compensation on the Subcontractor Agreement. This compensation shall be payable upon completion of the Services and within (30) business days of receipt of the invoice.
- 2.2 Video Tech Services reserves the right to not to pay any invoices received later than 90 days following the close of the specific project.

3. Contractor's Status & Responsibility

- 3.1 Contractor Status: (initial the following)

_____ It is understood that Contractor is an independent contractor with respect to Video Tech Services, and not an employee of Video Tech Services.

_____ Contractor asserts that Contractor has a specific skill set and renders services on a specific project at a predetermined location for a specific term and for prices agreed upon in advance.

_____ Contractor is responsible for providing the materials necessary to complete the job satisfactorily, and will determine by which means the job is to be completed.

_____ It is understood that Contractor is not furnished with instructions by Video Tech Services to complete the job.

_____ It is understood that Contractor does not have a continuing relationship with Video Tech Services. The relationship is at irregular intervals, and is on call, or whenever work is available, Contractor should and will seek other work when not performing a job for Video Tech Services.

_____ It is understood that should Contractor deem it necessary to hire assistance to complete the job that the hiring of additional personnel shall be at Contractor's sole discretion and expense.

_____ Contractor certifies that he works for multiple firms in the AV industry and does not offer his services exclusively to Video Tech Services.

_____ Contractor certifies that he can perform the services required by this contract without hiring the facilities of Video Tech Services and that he has made a significant and adequate investment in his trade.

_____ Contractor understand that he is responsible for his own business expenses and costs.

_____ Contractor certifies that at all times he shall make his services available to the general public and other firms by advertizing and offering his services to others.

_____ Contractor certifies that he may profit for this relationship or suffer a loss because the quality of the Contractor's services to Video Tech Services will affect contactors reputation in the AV industry.

_____ Contractor understands that should he fail to complete the specific job for which he was hired then he may receive no compensation for the non completed work.

3.2 Contractor Responsibilities: Contractor shall be responsible for payment of any federal, state, or local taxes, as well as unemployment compensation and worker's compensation insurance, which may be due with respect to any sums paid by Video Tech Services. Contractor shall be wholly responsible for obtaining and maintaining any insurance necessary to protect Contractor's assets and / or employees. Video Tech Services will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of Contractor. It is understood that Contractor does not receive training for work to be performed. It is further understood that Contractor provides own tools and methods to accomplish job.

Initial _____

4. Work Product Ownership & Confidentiality

4.1 Work Product Ownership: The Services constitute a work made for hire under Section 101 of the Copyright Act (17USC&101). Full and exclusive rights and ownership in the Service and in any and all related letters patent, trademarks, copyrights, trade secrets, confidential information and any other proprietary rights which a Contractor possesses or is entitled to shall vest in and is hereby assigned to Video Tech Services as of the date of acceptance. Contractor shall retain no right, ownership, or title in the Services or in any related letters, patent, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights. The parties hereto agree that the services and all such rights are being sold in their entirety to Video Tech Services for whatever use it desires, and nothing contained herein shall we deemed to construe a mere license or franchise in Video Tech Services.

Should Video Tech Services or any of its agents or representatives seek to obtain letters, patents, trademarks, or copyrights in any country of the world on all or part of the Services, Contractor agrees to cooperate fully in providing information, completing forms, performing actions and obtaining the necessary signatures or assignments required to obtain such letters, patents, trademarks, or copyrights. In the event Video Tech Services shall be unable for any reason to obtain Contractor's signature on any document necessary for any purpose set forth in the foregoing sentence, Contractor hereby designates and appoints each of Video Tech Services and its duly authorized officers and agents as Contractor's agent and Contractor's attorney-in fact to act for and in Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Contractor.

- 4.2 Licenses to the extent, if any, that Contractor retains any right, title, or interest in the Services, Contractor hereby grants to Video Tech Services an exclusive non-royalty bearing, transferable license in the Services for any and all purposes and uses.
- 4.3 Confidentiality: Contractor will not divulge, disclose, or communicate in any manner any information that is proprietary to Video Tech Services at any time, either directly or indirectly, to a person or entity, including Contractors agents, assigns, family or any other person not entitled to the information. Any doubts about the confidentiality of information should be resolved in favor of confidentiality. This provision shall continue in effect after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Video Tech Services all records, notes, documentation, and other items that were used, created, or controlled by Contractors for the purposes of this Agreement.

5. General

- 5.1 Assignment: Contractor may not assign or transfer its right or delegate its obligations under this Agreement without Video Tech Services' prior written consent, which will not unreasonably be withheld. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- 5.2 Entire Agreement: This Subcontractor Agreement and Subcontractor Agreement Terms and Conditions embodies the final, complete and exclusive understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings or arrangements between the parties with respect to the subject matter contained herein. This Agreement may not be modified or amended except in writing signed by each party hereto.
- 5.3 Waiver: Either party's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provisions and shall not affect the party's right to later enforce such provision.
- 5.4 Severability: If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force an effect. The parties agree to renegotiate any term held invalid and to be bound by the mutually agreed substitute provisions.
- 5.5 Effective Date: The effective date of this Agreement shall be the date on which the last party executed the Subcontractor Agreement.

SIGNATURE:

DATE:

PRINT NAME: