

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made and entered into effective on the date executed by and between Her View from Home, L.L.C., a Nebraska Limited Liability Company (hereinafter referred to as “Company”), and _____ (hereinafter referred to as “independent contractor”).

WHEREAS, Company manages the website *herviewfromhome.com* (hereinafter “Her View From Home”); and

WHEREAS, independent contractor is an author or contributor and desires to contribute to Her View From Home; and

WHEREAS, Company desires to retain independent contractor as an author or contributor to contribute to Her View From Home at the discretion of the Company.

NOW for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. INDEPENDENT CONTRACTOR STATUS: Company and independent contractor hereby acknowledge and agree that the relationship established by this agreement is an independent contractor relationship. Independent contractor is not an employee, servant, agent, partner or joint venture of the Company. Independent contractor shall have sole control and discretion over the manner and means of the performance of his or her duties and responsibilities. Neither independent contractor nor his or her employees are entitled to receive either workers’ compensation or unemployed benefits from Company. Company is not responsible for withholding, and shall not withhold local, state or federal taxes of any kind from any payments which is owed to the independent contractor. Independent contractor is responsible for payment of all federal, state and local taxes arising out of payments made under this Agreement.

2. PAYMENTS: If an article or creative work submitted by independent contractor is selected for publication on Her View From Home by Company, Company shall make payments to independent contractor based on the number of unique views the published article or creative work receives over a period of thirty (30) days from the date of publication.

Company has chosen Google Analytics to track unique views per day. A unique view is the number of distinct individuals requesting pages from Her View From Home during each day, meaning each individual person to visit independent contractor’s published work is counted as one unique view per day, regardless of the amount of visits that person makes during that day.

For each of independent contractor’s articles or creative work chosen for publication by Company, independent contractor will be paid based on the following scale:

- a. 0-999 unique views: \$10.00
- b. 1,000-1,999 unique views: \$20.00
- c. 2,000-2,999 unique views: \$30.00

d. 3,000-3,999 unique views: \$60.00

e. More than 4,000 unique views: \$100.00

Independent Contractor will need to invoice Company within 60 days to receive payment. Payment will not be processed after the 60-day period. Company will make payment to independent contractor on or before the 15th of each month after invoice is received. A small transaction fee is deducted from the payment total, per PayPal regulations. Independent contractor will need to discuss taxes with their tax preparer.

3. COMPANY'S RESPONSIBILITIES AND OBLIGATIONS: Company will promote pieces submitted by independent contractor accepted for publication on Her View From Home on Her View From Home's social media platforms. Company has the right to determine how often and when independent contractor's articles are published.

4. INDEPENDENT CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS: Independent contractor agrees to promote independent contractor's pieces chosen for publication by any means independent contractor chooses. Independent contractor shall supply, at his or her own expense, all materials, supplies, and equipment required to accomplish the work agreed to be performed in accordance with this agreement.

5. TERM: This agreement shall commence on the effective date first mentioned above and shall continue in perpetuity until either party provides written notice to the other party that it shall terminate the independent contractor agreement.

6. CONFIDENTIALITY: Independent contractor and Company further agree as follows:

a. "Confidential Information" means all information regarding the business, operations, financial condition or prospects of Company regardless of whether the information is presented orally, in writing, electronically, or otherwise, or learned or observed during any time by independent contractor and shall specifically include, without limitation, any memorandum, notes, analysis, summary, report or other document, record or material prepared by or for Company that contains, reflects, interprets or is based upon any Confidential Information and the existence of this agreement.

b. Company and independent contractor agree that the status of Confidential Information is not waived based on the fact that Confidential Information is made available to independent contractor during discussions or negotiations with respect to the purpose of retaining independent contractor as an authors or contributor for Her View From Home.

c. Company claims a right of confidentiality in regard to Her View From Home, which includes, but is not limited to, plans for the use of work submitted by independent contractor, all unpublished content submitted by independent contractor for publication, future development plans, inventions, technical capabilities, and data collected and tracked.

d. Without prior written consent by Company, independent contractor agrees not to disclose any Confidential Information to any party or entity during the span of this independent contractor agreement, and for two (2) years after the independent contractor agreement is terminated.

7. WARRANTS AND REPRESENTATIONS: Independent contractor warrants and represents that all written work product created, including original photos and/or multi-media submitted to be published, is the original work of independent contractor, independent contractor has the authorization to grant the rights to the published piece, the published piece has not been the subject of a prior sale, publication or transfer of rights to any third-party, to the best of independent contractor's knowledge the published piece does not contain libelous, obscene or illegal material, and publication of independent contractor's piece will not infringe upon any third party's rights.

The work to be performed under this agreement will be performed entirely at independent contractor's risk, and independent contractor agrees to indemnify and hold harmless the Company from any claim, demand, loss, liability, damage or expense arising in any way from independent contractor's work.

Independent contractor further represents that independent contractor will perform the services with reasonable diligence and in a professional and workmanlike manner, consistent with generally accepted standards and in compliance with any and all applicable laws, rules and regulations.

8. INTELLECTUAL PROPERTY: Her View From Home, herviewfromhome.com and its affiliates are a collective work pursuant to applicable copyright laws. Company and independent contractor hereby agree that all published materials to herviewfromhome.com and its affiliates is defined as commissioned work as both parties hereby agree that the published materials are work made for hire as a contribution to a collective work. Pursuant to applicable copyright laws, the parties hereby agree and understand that as commissioned work made for hire, herviewfromhome.com and its affiliates are the owner of the copyright to all works submitted by independent contractor to Company from the time of submission. As copyright owner, Company retains the right to publish independent contractor's work, as edited by Company, on herviewfromhome.com and any of its affiliates, and has the right to reuse independent contractor's work, in whole or in part, in any and all media.

Independent contractor shall not republish any piece originally published on Her View From Home with a third party site, nor shall any piece originally published on Her View From Home be allowed or caused to be republished by a third party. Independent contractor may, however, request permission from Company to republish on the independent contractor's personal website or blog.

9. NO AUTHORITY: Independent contractor has no authority to enter into contracts on behalf of the Company.

10. ASSIGNMENT: Independent contractor shall not be allowed to assign this agreement in whole or in part. Any attempt to assign this agreement shall be null and void.

11. **CHOICE OF LAW:** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of Nebraska.

12. **ENTIRE AGREEMENT:** This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended, or revised only by a writing that is signed by each of the parties.

13. **SEVERABLE:** If any part of this agreement is held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

The Parties, through their authorized representatives, hereby agree to the terms and conditions of this Agreement, effective as of the date executed.

Her View From Home, L.L.C.

Signed: _____

Signed: _____

Member

Independent Contractor

THIS AGREEMENT MAY BE EXECUTED BY FILLING OUT ONLINE FORM AND CHECKING THE BOX AGREEING TO THE TERMS AND CONDITIONS OF THIS INDEPENDENT CONTRACTOR AGREEMENT