

Independent Contractor's Agreement

In this Agreement, the party who is contracting to receive the services shall be referred to as "DOWNTOWN WEEKLY LA", and the party who will be providing the services shall be referred to as "Contractor".

1. DESCRIPTION OF SERVICES. Contractor will provide the following services (collectively, the "Services"): MARKETING & Ad Account Executive, and Data Collection for the DOWNTOWN WEEKLY LA.

2. PAYMENT FOR SERVICES. DOWNTOWN WEEKLY LA will pay compensation to Contractor for the Services in the amount of 15% commission. This compensation shall be payable in a lump sum upon completion of the Services no later than 14 days.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 7 days written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to DOWNTOWN WEEKLY LA, and not an employee of DOWNTOWN WEEKLY LA. DOWNTOWN WEEKLY LA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Contractor in connection with the Services shall be the exclusive property of DOWNTOWN WEEKLY LA. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of DOWNTOWN WEEKLY LA to the Work Product.

6. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of DOWNTOWN WEEKLY LA are the property of DOWNTOWN WEEKLY LA.

7. CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to DOWNTOWN

WEEKLY LA. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this

Agreement. Upon termination of this Agreement, Contractor will return to DOWNTOWN WEEKLY LA all records, notes, documentation and other items that were used, created, or controlled by Contractor during the term and up to 3 years of this Agreement.

8. NON-COMPETE AGREEMENT. For a period within 3 months after the termination of this Agreement, Contractor will not directly or indirectly engage in any business that competes with DOWNTOWN WEEKLY LA. This covenant shall apply to the geographical area that includes the area within a(n) 4 mile radius outside of Downtown Los Angeles. Contractor agrees that this non-compete provision will not adversely affect the livelihood of Contractor.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

First Name:	Last Name:
Address:	State: Zip:
Email:	Cell Phone:
Signature:	Date: