

[www.wooftidoo.com](http://www.wooftidoo.com)

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## INDEPENDENT CONTRACTOR AGREEMENT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Position: \_\_\_\_\_

All independent contractors must complete, sign, date and return the following documentation:

- INDEPENDENT CONTRACTOR AGREEMENT
- W9
- IDENTIFICATION IN THE FORM OF DRIVER'S LICENSE / STATE ISSUED ID OR PASSPORT
- \*COMPLETED BACKGROUND CHECK (if working with pets/clients)

### A. INDEPENDENT CONTRACTOR

This Agreement, made this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_ between, wooftidoo, wooftidoo pet services, hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "Independent Contractor," collectively referred to as the "Parties."

#### RECITALS

Independent Contractor is engaged in providing services and has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities to the public and has legally filed as a separate business entity.

The Company desires to engage and contract for the services of the Independent Contractor to perform certain tasks as set forth below. Independent Contractor desires to enter into this Agreement and perform as an independent contractor for the Company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

#### STATUS OF INDEPENDENT CONTRACTOR

This agreement does not constitute a hiring by either party. It is the parties intention that Independent Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, ostensibly or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing.

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#### SCOPE OF WORK

Independent Contractor is to provide services for the Company. Services must be completed in a safe manner using proper pet care and/or business techniques. Independent Contractor must follow all rules of the Company while providing services at any of their locations and service areas indoors and outdoors.

#### COMPENSATION

Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work by submitting to the Company on a biweekly basis a written work order of completed services. Service records are to show a total of billable hours for services. The Independent Contractor will receive payment for their submitted work orders on a biweekly basis. The Company agrees to make such payments available to the Independent Contractor at 5:00PM every other Thursday for all services rendered and submitted by the previous Sunday at 5:00PM.

The Independent Contractor hereby agrees and understands that all fees and payments for services provided for the Company are to be run through the Company's point of sale systems for processing. The Independent Contractor agrees to provide services for clientele of the Company at the prevailing wages as agreed upon by both parties. The Independent Contractor has the discretion to accept or decline services provided by the Company.

#### NOTICE CONCERNING WITHHOLDING OF TAXES

Independent Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the Company for any damages and expenses, including attorney's fees, and legal expenses, incurred by the Company as a result of Independent Contractor's failure to make such required payments.

#### AGREEMENT TO WAIVE RIGHTS TO BENEFITS

Independent Contractor hereby waives and foregoes the right to receive any benefits given by Company to its regular employees, including but not limited to health benefits, vacation and sick leave benefits, and profit sharing plans. This waiver is applicable to all non-salary benefits and is effective for the entire duration of this Agreement.

#### TERMINATION

This Agreement may be terminated by the Independent Contractor for any reason with (30) days written notice to the Company. Independent Contractor shall see that any existing service agreements provided by the Company are fulfilled during the (30) day period before discontinuing their services with the Company.

This Agreement may be terminated by the Company for any reason with (30) days written notice to the Independent Contractor.

This Agreement may be terminated by the Company and the Independent Contractor dismissed immediately from the Company under the following conditions.

- a. Theft of any kind.
- b. Use of the Company's facilities, computers, or other property for any illegal purpose or activity.
- c. The use or possession of any illegal drugs in the facility and/or service areas.
- d. Taking payment directly for any services conducted by the Company without processing such payments through the Company.
- e. Soliciting or attempting to solicit clients of the Company.
- f. Being late for any session, service or interview.
- g. Client or pet injury as a direct cause of neglect or poor judgment.
- f. Conviction of a felonious crime.

#### RETURN OF PROPERTY

Upon termination of this Agreement, or whenever requested by the Company, the Independent Contractor shall immediately deliver to the Company all property including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, recordings, software, and all related records or accounting ledgers.

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**EXPENSE ACCOUNTS**

Independent Contractor and the Company agree to maintain separate accounts in regards to all expenses relating to the Scope of Work. Independent Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by an officer of the Company. Independent Contractor agrees to execute and deliver any agreements and documents prepared by the Company and to do all other lawful acts required to establish document and protect such rights.

**LIABILITY INSURANCE AND CERTIFICATION**

Independent Contractor agrees to supply the Company with proof of General Liability Insurance including a declaration of a rider from their insurance provider that shows the Company as a co-insured.

**INDEMNIFICATION**

Independent Contractor shall defend, indemnify, hold harmless, and insure Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor. Independent Contractor shall insure that its affiliates take all actions necessary to comply with the terms and conditions set forth in this agreement. Independent Contractor shall name Company as an additional insured on all related insurance policies including workers compensation, and general liability.

**GOVERNING LAW**

This agreement shall be governed by, and construed under, the laws of the State of California.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Independent Contractor Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Witness

**B. CONFIDENTIALITY AND NON-DISCLOSURE, NON-SOLICITATION & NON-RECRUIT**

This Agreement made on this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_ between, wooftidoo, wooftidoo pet services hereinafter referred to as "Company" and \_\_\_\_\_, hereinafter referred to as "Independent Contractor."

**CONFIDENTIALITY AND NON-DISCLOSURE**

Independent Contractor agrees not to disclose or communicate, in any manner, either during or after Independent Contractor's agreement with Company, proprietary information about Company, hereinafter referred to as "Information", its operations, clientele, or any other proprietary information, that relate to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, a prospect list, exercise methods, programs, processes, unpublished materials, products, trademarked assets, additional programs and offerings to be added and all other information included in the scope of the confidential information or other form of proprietary information of Company. Independent Contractor acknowledges that the above Information is material and confidential and that it affects the profitability of Company. Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

"Current business of the Company" shall be defined as clients who have active agreements at Company's pet services center, clients who have possessed past agreements with the Company, and potential clients.

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Independent Contractor shall not reveal to any third party, without written consent of Company, any improvements, discoveries, developments, inventions, processes, methods, plans, customer listing, customer status or files, pricing, confidential affairs, or any other matters, the revealing of which could, in any manner, adversely affect the Company's Business. In addition, Independent Contractor shall not take any action which might reasonably or foreseeable be expected to compromise the confidentiality or proprietary nature of any Confidential Information.

Company wishes to disclose the Information only if it can do so without risk that the Information's value will be diminished. Independent Contractor understands that Company has invested substantial effort into developing this Information and that Independent Contractor's unauthorized disclosure of the Information would irreparably damage Company. The Information cannot be adapted, renamed, or re-engineered in any manner to create, teach, or offer a similar program, routine, or service.

**NON-SOLICITATION COVENANT**

Independent Contractor will not, during this Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients provided by the Company the Independent Contractor worked with or spoke to during the course of this Agreement for pet services and consultation, either for their own benefit, or for the benefit of any other person, firm, corporation, or organization. Existing clients of the Independent Contractor or clients not provided by the Company are exempt from the non-solicitation covenant.

**NON-RECRUIT COVENANT**

Independent Contractor will not, during this Agreement and for a period of one year immediately following termination of this agreement, either directly or indirectly, on behalf of himself or on behalf of any other person, firm, or corporation, solicit or recruit an Independent Contractor of the company to leave the employ of the company or to become employed by any person, firm or corporation engaged in competition with the company.

It is the intention of the Company and Independent Contractor that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of California. If any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible. Additionally, the provisions of this Agreement shall be deemed to be valid for any lesser duration permitted by law if the duration set forth herein is deemed to be too broad by a court of competent jurisdiction.

This Agreement shall extend for a radius of twenty five miles from the present location of the Company and shall be in full force and effect for one year, commencing with the date of employment termination. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Independent Contractor Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Witness

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ADDENDUM A

The Independent Contractor hereby agrees to the following additional terms and conditions for services with the Company.

1. Independent Contractor agrees to follow the Company dress code policy when performing services.
2. Independent Contractor agrees not to solicit clients of the Company for any promotion, event, or services outside the scope of this agreement without having it first approved by an officer of the Company.
3. Independent Contractor agrees to follow the Company's assessment process when working with clients provided to them by the Company.
4. The Independent Contractor agrees to provide the scheduled sessions, classes or events for the Company's clients at their regularly scheduled appointment times. If the Independent Contractor is unable to complete the services at their regularly scheduled time he/she agrees to coordinate coverage by another trainer through the Company with adequate time provided for substitution.
5. The Independent Contractor agrees to complete the payroll and paperwork procedures for session tracking as outlined by the Company.
6. The Independent Contractor agrees to provide the Company with a minimum of two week notice when taking time off due to rescheduling and substitution needs.
8. The Independent Contractor agrees to provide the Company with a list of any equipment they are bringing into the facility to leave for use by themselves and the other trainers. The Independent Contractor also agrees to identify the equipment with clear markings of ownership.
9. The Independent Contractor agrees to provide the following services in accordance with the Company's guidelines on proper assessment, technique and manner of treating clientele.  
Responsibilities of the Independent Contractor include but are not limited to:

- |                                   |                      |
|-----------------------------------|----------------------|
| woof-ti-advocate /                | summary attached? __ |
| woof-ti-pack leader /             | summary attached? __ |
| woof-ti-dog walker / pet sitter / | summary attached? __ |
| woof-ti-pet trainer /             | summary attached? __ |
| woof-ti-pet groomer /             | summary attached? __ |

\_\_\_\_\_  
Independent Contractor Signature

\_\_\_\_\_  
Date