

1099 Contractor Agreement

This Agreement made this ____th day of _____, 200__ sets forth the agreed-to terms and conditions of 1099 Contractor _____, (Hereafter referred to as the Contractor) with Longview Holding Corporation, dba. CPE Labs (Hereafter referred to as the Company or CPE Labs), with an address of 3569 Drennon, Campbellsburg, KY 40011, for any assignments at contracted Corporations (Hereafter referred to as Customers or the Clients). Contractor, and CPE Labs are hereinafter referred to as “the Parties” to this agreement.

- 1.1 Payments.** Contractor will receive payments from the disbursements of the client. Any payments will be based upon hourly rate, time submitted to client and approved, fixed price work order items, and those funds uncontested and received from the client. Any and all fees will be subtracted from the payment and the balance will be forwarded to the contractor.
- 1.2 Time Submission (Time and Materials).** Contractor will submit to CPE Labs a weekly time report. The default method of time reporting can be provided with CPE Labs Filemaker Pro database. The minimum information required is date and time of work. Detail diary information must be provided as well including every customer contact, discussion inclusive of contact, work activities all given by date and time. Nearly all clients also require a signed time sheet be included in the time submission. The contractor is responsible for producing the time sheet and acquiring the proper client approving signatures and then distributing the original to the appropriate client contact. A copy of said time sheet must be forwarded to CPE Labs.
- 1.3 Expense Report (Time and Materials).** An expense report must be submitted for each week of work effort if the contractor is to be reimbursed for their expenses. The expense report must accompany the time submission report. Many clients require the original copies of all receipts. The contractor is responsible for sending the original receipts to the appropriate client contact. Copies of receipts must be sent to CPE Labs in order that client may be properly billed.
- 1.4 Work Orders (Fixed Bill of Materials).** Contractor will submit to CPE Labs a fixed price itemized Bill of Materials for work performed or materials expended. If customer provides payment at time of service delivery any funds will be collectable to CPE Labs. Contractor is responsible for collecting all appropriate work order signatures and approvals before work begins and is completed. Contractor is responsible for conveying any and all payments received to CPE Labs.
- 2.1 Relationship between Contractor and CPE Labs.** CPE Labs, Contractor, and Customer are independent entities. Nothing in this Agreement shall be contemplated by the Parties to create an employee or agent relationship. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CPE Labs or Customer, on the one hand, and either Contractor, or any employee, agent or contractor of Contractor, on the other hand.
- 2.2 Nonexclusive.** Contractor shall retain the right to perform work for others during the terms of this Agreement. CPE Labs and Customer shall retain the right to cause work of the same

or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.

2.3 Insurance. CPE Labs provides insurance coverage for all employees. Such insurance includes, but is not exclusive of other required insurance, General Liability, Workers Compensation, and Errors and Omissions. Normally, an independent contractor will have to carry all insurance on their own business practice. Longview Holding Corporation does not extend any business insurance to contractor unless prior arrangements are made and delineated in a separate agreement. Contractor is required to show proof of General Liability Insurance.

3.1 Method of Performing Services. Contractor will determine the method, details, and means of performing the work to be carried out for CPE Labs and Customer. Contractor shall observe at all times the security and safety policies of CPE Labs and Customer. In addition, CPE Labs and Customer shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Contractor to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the work.

4.1 State and Federal Taxes. As the Contractor is not an employee of CPE Labs, CPE Labs shall not take any action or provide Contractor with any benefits or commitments inconsistent with any of such undertakings by Contractor. In particular:

CPE LABS will not withhold FICA (Social Security) from payments to Contractor.

CPE LABS will not make state or federal unemployment insurance contributions on behalf of Contractor.

CPE LABS will not withhold state and federal income tax from payment to Contractor.

5.1 Ownership of Work Product. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Contractor during the course of performing CPE Labs' or Customer's work (collectively, the "Work Product") shall belong exclusively to CPE Labs or Customer and shall, to the extent possible, be considered a work made for hire for CPE Labs or Customer within the meaning of *Title 17* of the United States Code. Contractor automatically assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest it or they may have in such Work Product, including any copyrights or other intellectual property rights pertaining thereto. Upon request of CPE Labs or Customer, Contractor shall make such further actions, and shall cause its personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

6.1 Non-competition. Contractor agrees not to compete with CPE Labs at Customer during the duration of this Agreement, including any extensions of the Agreement, and for a period of 12 months after the termination of the Agreement. During this period, Contractor will not work for, advise, consult with, serve or assist in anyway, directly or indirectly any party to directly compete with CPE Labs at Customer, unless prior arrangements have been made with CPE Labs. Contractor also agrees not to recruit, solicit, or hire or help another party to recruit, solicit, or hire any of CPE Labs' or Customer employees, consultants, or other personnel during and for a period of one (1) year following the termination of this Agreement without the written consent of CPE Labs.

6.2 No Prior Non-Compete Agreements. Contractor warrants to CPE Labs that the assignment(s) contemplated, intended or agreed to under this Agreement is not prohibited by

or violative of any law, statute, or any other agreement or covenant to which Contractor is or has been a party. Contractor agrees to indemnify and hold harmless CPE Labs and its partners, principals, agents, representatives and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind resulting from a breach of this warranty.

7.1 Joint Work Product. Contractor, and CPE Labs, “the Parties”, who have been represented by legal counsel, have jointly participated in negotiating and drafting this Agreement, including any exhibits and any attachments. In the event an ambiguity or question of intent or interpretation rises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference or burden of proof shall arise favoring or disfavoring a Party by virtue of authorship of any or all of the Agreement provisions.

8.1 Remedies. Nothing contained herein is intended to or shall be construed so as to limit the remedies which any party hereby may have against any other party hereto in the event of a breach of any representation, warranty or agreement made under or pursuant to this Agreement, it being intended that any remedies shall be cumulative and not exclusive. It is expressly agreed that in the event of a breach of this Agreement, the non-breaching party hereto may maintain an action for specific performance against any party hereto who is alleged to have breached any of the terms, conditions, representations, warranties, or agreements, herein contained. Anything to the contrary notwithstanding, nothing in this Agreement shall be construed to limit in any manner whatsoever any other rights and remedies an aggrieved party may have by virtue of any breach of this Agreement.

9.1 Customer Agreement Flow-throughs. Both Contractor and CPE Labs agree to adhere to and be bound by applicable flow-through legal agreements with Customer (attached in any and all separate documents). Where there is a conflict with this Agreement, the flow-through language will override this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date set forth above.

Contractor:

Longview Holding Corporation dba. CPE Labs.

By:

_____, (Title)