



1917 West 1st Street Tempe AZ 85281
toll free 800-473-6828 480-557-6000
www.avconcepts.com

To: Contract Labor
From: Doug Holicky
Subject: Contract Labor Requirements for AV Concepts, Inc a **CALIFORNIA** Corporation.

We are revising our documentation requirements for hiring Contract Labor.

AV Concepts requires that all individuals and companies hired for the purpose of providing contract labor to us will sign and adhere to an **Independent Contractor Agreement** before they perform any services for the company. The Independent Contractor will also sign and provide to us the applicable tax ID information.

AV Concepts, Inc. requires that all individuals and or entities either provide a valid **CERTIFICATE OF WORKERS COMPENSATION COVERAGE** naming AV Concepts, Inc. as additional insured, **OR** you must complete and sign the form titled **“Sole Proprietor Waiver”**.

All signed documents stated above will need to be in the possession of AV Concepts before payment is mailed.

Please mail ORIGINAL signed documents to:

AV Concepts
1917 W. 1st Street
Tempe, AZ 85281
Attention: Accounting

If you have any questions on these requirements please call 480-557-6000

Thank you for your cooperation in this matter and we look forward to working with you.

TO OUR SUPPLIERS AND VENDORS:

Pursuant to federal tax law, AV Concepts is required to have written confirmation of your current Taxpayer Identification Number. Please provide the information requested below and return the information to AV Concepts as soon as possible.

If you fail to supply us with your correct taxpayer identification number, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service under section 6723. In addition, payments made to you by AV Concepts may be subject to a 31% backup withholding tax.

Instructions: Complete Part 1 by completing the row(s) of boxes that correspond to your tax status. **Complete Part 2 if you are exempt from form 1099 reporting.** Complete Part 3 to sign and date the form.

PART 1 - TAX STATUS: (Complete the appropriate boxes)

| | | |
|--|---|--|
| Individuals | Individual Name: <input type="text"/> | Individual's Social Security #: <input type="text"/> |
| Sole Proprietor | A sole proprietorship may have a "doing business as" trade name but the legal name is the name of the business owner. | |
| | Business Owner's Name: <input type="text"/> | Business Owner's Social Security #: <input type="text"/> |
| | Business or Trade Name: <input type="text"/> | Business Employer Identification #: <input type="text"/> |
| Partnership, LLC or LLP | Name of Partnership: <input type="text"/> | |
| | Partnership Name on IRS Record: <input type="text"/> | Partnership's Employer Identification #: <input type="text"/> |
| | Employer Identification #: <input type="text"/> | |
| Corporation, Exempt Charity, or Other Entity | Name of Corporation or Entity: <input type="text"/> | Employer Identification #: <input type="text"/> |

PART 2 - EXEMPTION: If exempt from Form 1099 reporting, check this box and your qualifying exemption reason below.

- Corporation (except medical corporations).
- Tax Exempt Charity under 501 (a) or IRA.
- The United States or any of its agencies or instrumentalities.
- A state, the District of Columbia, a possession of the United States & their political subs.
- A foreign government or any of its political subdivisions.

PART 3 - CERTIFICATION: I certify under penalty of perjury that the Tax Identification Number that I have provided is correct.

Person completing this form: _____ Date: _____

Title: _____ Phone: _____

Signature: _____



1917 W. 1st Street
Tempe, AZ 85281
Phone (480) 557-6000
Fax (480) 557-6099

VENDOR SET UP - Please print legibly

Check payment information

Payee Name

Street or PO Box number

City

State

Zip Code

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|

Contact information

Email address

Phone number

Cell Phone / Pager

Fax number

Web address

If any of your contact information changes, please let us know as soon as possible.

Email: AVC-AP@avconcepts.com

Phone: 480-557-6074

Invoices can be emailed to AVC-AP@avconcepts.com or

Mailed to: 1917 W 1st Street Tempe, AZ 85281

Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into in California, by and between AV Concepts, Inc. (“AV Concepts” or Company”), a California corporation having its principal place of business as 7365 Mission Gorge Road Ste. A, San Diego, California, 92120, and _____, an Independent Contractor (“Independent Contractor”). Independent Contractor shall be identified as follows:

Name: _____

Type of Entity: Individual
 Sole proprietorship
 Partnership
 Corporation

Address: _____

City/State/Zip: _____

Business Telephone: _____

Social Security or Company Identification Number: _____

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Work to Be Performed

- a. AV Concepts desires that Independent Contractor perform, and Independent Contractor agrees to perform, technical audio-visual or related work and any set/strike tasks required for the completion of each specified project.

2. Term of Agreement

- a. The services called for under this Agreement shall commence on _____, _____, 20___, and remain in force until terminated as set forth in Section 9 below.

3. Independent Contractor Status

- a. It is expressly understood by the parties that Independent Contractor is an independent contractor in the performance of each and every part of this Agreement and that nothing in this Agreement is intended or shall be construed, to denote or designate Independent Contractor as the employee, agent, partner, or joint venture of AV Concepts. Further, although AV Concepts will communicate to Independent Contractor the scope of each specified project and the desired outcome of Independent Contractor’s work on such project, the parties understand and agree that nothing in this Agreement constitutes the exercise by AV Concepts of control or direction over the manner or method by which Independent Contractor performs the services which are the subject of this Agreement. AV Concepts is interested only in the results obtained by Independent Contractor under this agreement; the manner, means and method of conducting the work and obtaining such results are under the sole control of Independent Contractor. AV Concepts reserves the right to accept or reject in whole or in part, the work product provided by Independent Contractor.
- b. The parties expressly understand and agree that, as an independent contractor, Independent Contractor is free to set Independent Contractor schedule and work hours

within the scope of each project. It is further understood and agreed that Independent Contractor shall be solely responsible for any employees or agents whom Independent Contractor hires to assist Independent Contractor (and whom Independent Contractor agrees are not employees or agents of AV Concepts), and that neither Independent Contractor nor Independent Contractor employees or agents shall utilize AV Concepts' offices, equipment or supplies in performance of this Agreement except as specifically detailed in this paragraph. Independent Contractor agrees that Independent Contractor is responsible for transporting and supplying, at Independent Contractor's own expense, any necessary specialized equipment and tools necessary for Independent Contractor use in the performance of this Agreement, with the exception of the audio-visual equipment required for each project. Further, the parties understand and agree that Independent Contractor is free to provide Independent Contractor services to other businesses while performing services for AV Concepts.

- c. Independent Contractor shall have no right, power or authority in any way to bind AV Concepts to the fulfillment of any condition, contract or obligation, or to create any liability binding on AV Concepts.
- d. Independent Contractor understands that Independent Contractor is an independent contractor and, as such, neither Independent Contractor nor any dependent or any other individual claiming through Independent Contractor will be eligible to participate in, or receive benefits under, any of the employee benefit plans, programs or arrangements maintained by AV Concepts (collectively, the "Plans"), and hereby waives irrevocably any and all rights to participate in, or receive benefits under any of the Plans. Independent Contractor further understands and agrees that none of Independent Contractor employees or agents will be eligible for any benefits under the Plans.

4. Technical Direction

- a. Independent Contractor shall have all necessary skills and expertise to perform work under this Agreement. To the limited extent that any technical direction is necessary, such technical direction shall be given only by the Project Manager or the Company designee.

5. Terms of Payment

- a. AV Concepts shall pay Independent Contractor according to the following terms and conditions:
 - i. Fees for services must be agreed to prior to the start of each project.
- b. Independent Contractor will submit invoices to AV Concepts for each project completed by Independent Contractor.
- c. Invoices will be based on a predetermined and agreed upon project and/or daily rate.
- d. The invoice format must follow AV Concepts' standard specifications.
- e. Invoices must be submitted within five business days from the close of the specific project. AV Concepts reserves the right to not pay any invoices received later than 90 days following the close of the specific project.

6. Reimbursement of Expenses

- a. AV Concepts shall not be liable to Independent Contractor for any expenses paid or incurred by Independent Contractor unless otherwise agreed to in writing.

7. Taxes and Other Incidents of Employment

- a. Neither federal, state or local income tax nor payroll tax of any kind shall be withheld or paid by AV Concepts on behalf of Independent Contractor or the employee with respect to the services performed hereunder for federal, state or local tax purposes.

- b. Independent Contractor understands that Independent Contractor is solely responsible for all incidents of employment for himself/herself/itself and Independent Contractor employees and agents, including, but not limited to, withholding and payment of all federal and state income and payroll taxes, unemployment insurance, social security, Medicare taxes and any other legally required payments on sums received from AV Concepts.

8. Independent Contractor's Responsibility for Insurance, Including Workers' Compensation

- a. Independent Contractor acknowledges that AV Concepts does not maintain any comprehensive general liability, workers' compensation or other insurance on behalf of Independent Contractor or employees of Independent Contractor, and that it is the sole responsibility of Independent Contractor to obtain and keep in force such insurance as required by law or, where not required by law, as Independent Contractor deems appropriate. Independent Contractor assumes all risks in connection with the adequacy of any and all such insurance that Independent Contractor elects to obtain.

9. Indemnification And Hold Harmless by Independent Contractor.

- a. Independent Contract further acknowledges and agrees that it will do nothing to harm AV Concepts and/or its clients, and in the event any claims by any person or entity brought against AV Concepts relating in any way to the work performed by Independent Contractor, Independent Contractor agrees to indemnify and hold AV Concepts harmless. Independent Contract further agrees and understands that it is responsible for its own employees and will indemnify and hold AV Concepts harmless from any claims brought against AV Concepts by Independent Contractor and its employees or anyone else brought in by Independent Contractor to perform work on Independent Contractor's behalf under this Agreement.

10. Termination of Agreement

- a. AV Concepts may terminate this Agreement without notice in the event that Independent Contractor breaches any material provision of this Agreement or Independent Contractor otherwise acts in a manner that is materially harmful to the business interests or reputation of the Company. AV Concepts or Independent Contractor may terminate this Agreement at any time, upon the giving of thirty (30) days written notice to the other party. Notice shall be deemed to have been sufficiently given either when delivered personally or when sent by first-class mail addressed to the other party at the addresses set forth in this Agreement. AV Concepts shall not be liable for, nor shall Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

11. Assignability

- a. This agreement shall not be transferred or assigned, in whole or in part, by Independent Contractor without the prior written consent of AV Concepts.

12. Severability

- a. The parties have fully negotiated all of the provisions of this Agreement. In the event there is litigation involving this Agreement and the court concludes that certain provisions may be unenforceable for whatever reason, the court shall have the authority to modify such provisions to make said provisions enforceable, if possible, within the bounds of the parties' original intent. Further, the unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the other provisions.

13. Choice of Law

- a. This Agreement, including but not limited to, any dispute under this Agreement and work performed by Independent Contractor under this agreement shall be construed and enforced under and be governed in all respects by the laws of the State of California, without regard to the conflict of laws or principles thereof.

14. Waiver

- a. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, if any, between the parties with respect to the services to be provided by Independent Contractor to AV Concepts and all matters related thereto. The Agreement may be supplemented, amended or revised only in a writing signed by Independent Contractor and a duly authorized representative of AV Concepts.

16. Confidential Information and Non-Solicitation

- a. Independent Contractor recognizes that during the course of performing work under this Agreement, Independent Contractor may acquire knowledge of confidential and proprietary information or trade secrets of AV Concepts or a client of AV Concepts, including, but not limited to client contact information (“Confidential Information”). Independent Contractor agrees to keep all such Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for Independent Contractor own benefit or for the benefit of another, either during or after the term of this Agreement, any such Confidential Information unless authorized by _____, of AV Concepts. Upon termination of this Agreement, Independent Contractor shall deliver all records, data, information and other documents containing Confidential Information that were produced or acquired during the performance of this Agreement, and all copies thereof, to AV Concepts. Such material is and shall remain the property of AV Concepts, except as noted elsewhere in this Section.
- b. This obligation of confidentiality shall not apply with respect to information (a) that Independent Contractor can conclusively demonstrate with documentary evidence is generally known to, and available for use by, the public other than as a result of the breach of this Agreement or any other agreement pursuant to which Independent Contractor owes any duty of confidentiality to AV Concepts or a client of AV Concepts (“Client”); (b) that is required to be disclosed pursuant to applicable law or an order of a court of competent jurisdiction (but only to the extent of such required disclosure); or (c) that Independent Contractor reasonably determines is necessary to be disclosed in order for Independent Contractor to perform Independent Contractor obligations and/or enforce Independent Contractor rights against AV Concepts under this Agreement (but only to the extent necessary to perform such obligations or enforce such rights). If Independent Contractor becomes compelled by applicable law or an order of a court of competent jurisdiction to disclose any Confidential Information, Independent Contractor will provide the Company with prompt written notice of such requirement so that the Company may seek a protective order or other remedy with respect to such compelled disclosure. If such a protective order or other remedy is not obtained by or is not

available to AV Concepts, Independent Contractor will ensure that only the minimum portion of such Confidential Information that is legally required to be disclosed is so disclosed, and Independent Contractor will use all reasonable efforts to obtain assurances that confidential treatment will be given to such Confidential Information.

- c. Unless otherwise agreed to in writing, Confidential Information includes, but is not limited to, software, source code, software summaries, software design, program logic, flow charts, program listings, functional specifications, logical models, user guides, operator guides, installation guides, and other supporting or programming materials, designs, reports, manuals, documents, patterns, specifications, data or other technical or proprietary information, client information, business and marketing strategies, personnel information, and any equipment or material of every description furnished to Independent Contractor for a Client.
- d. Any Confidential Information furnished to Independent Contractor by a Client is and shall remain property of the Client. Independent Contractor shall not substitute any of AV Concepts other property for the Client's property except in rendering services under this Agreement. While such Client property is under the management or control of Independent Contractor, Independent Contractor shall be responsible for any damage to such property. If requested by the Client as a condition of service, Independent Contractor may be required to sign a separate confidentiality waiver.
- e. Independent Contractor recognizes that AV Concepts invests substantial time, money and other resources attracting and retaining employees and clients. Independent Contractor agrees and covenants that for a period of twelve (12) months following termination of this Agreement he will not (without first obtaining the written permission of Company) directly or indirectly participate in the solicitation of any business of any type conducted by Company during the period of Independent Contractor's employment with Company from any person or entity which was a client or customer of Company during the period of Independent Contractor's employment with Company, or was a prospective customer of Company from which Independent Contractor (or employees under Independent Contractor's supervision) solicited business or for which a proposal for submission was prepared during the period of Independent Contractor's employment with Company. Independent Contractor agrees that for a period of twelve (12) months following termination of this Agreement, Independent Contractor will not solicit or recruit any AV Concepts' client to terminate its contractual or business relationship with AV Concepts. Independent Contractor further agrees that it will not assist any competitor of AV Concepts in soliciting any AV Concepts clients for a period of twelve (12) months following termination of this contract, or during the term of this agreement. Independent Contractor will remain responsible for resulting damages from such prohibited solicitation.
- f. Independent Contractor agrees and covenants that for a period of twelve (12) months following termination of this Agreement, he will not (without first obtaining the written permission of Company) directly or indirectly, recruit for employment, or induce or seek to cause such person to terminate his or her employment with Company, any person who is then an employee of Company.

17. Legal Action

- a. Independent Contractor acknowledges that full compliance with the terms of this Agreement is necessary to protect the business and goodwill of AV Concepts and that a breach of this Agreement will irreparably and continually harm AV Concepts, for which money damages may not be adequate. Consequently, Independent Contractor agrees that in the event of a breach of any material term of this Agreement, or a threatened breach thereof, AV Concepts will be entitled to both (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) monetary damages insofar as they

can be determined. If AV Concepts successfully institutes legal action to enforce its rights under this Agreement, AV Concepts shall be entitled to recover from Independent Contractor AV Concepts' costs and reasonable attorneys' fees incurred in the enforcement of its rights. Nothing in this Section shall be construed to prohibit AV Concepts from also pursuing any other remedy. AV Concepts and Independent Contractor having agreed that all remedies are cumulative.

18. Security Regulations

- a. Independent Contractor shall comply with all applicable security regulations of AV Concepts.

19. Headings

- a. The headings in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20____.

Independent Contractor

AV Concepts

By _____
Signature

By _____
Signature

Print Name

Print Name

Title (if applicable)

Title (if applicable)