

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of this ____ day of _____, 20__, between Rox Enterprises LLC (hereinafter "Rox Enterprises") and _____, (hereinafter "Contractor").

Subject to the terms and conditions of this Agreement, Rox Enterprises hereby engages the Contractor as an Independent Contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

1. **Independent Contractor Status.** Contractor is an independent contractor, not an employee, partner, agent, or joint venturer of or with Rox Enterprises. Nothing contained herein shall be construed or interpreted as establishing an employer-employee relationship between Contractor and Rox Enterprises. Contractor and Rox Enterprises agree to the following rights consistent with an independent contractor relationship:

- A. Contractor has the right to perform services for others during the term of this Agreement. Rox Enterprises may retain the services of any other persons during the term of this Agreement. This Agreement does not create any exclusivity whatsoever, and both parties are free to enter into agreements with, perform services for, or procure services or goods from, any other person(s).
- B. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed. The manner and method of performing his or her services shall be under the sole control and discretion of the Contractor, except that the Contractor shall adhere to all applicable laws, regulations, ordinances, administrative requirements, and standards, and shall perform the services in a manner consistent with generally accepted industry standards and procedures.
- C. Unless otherwise agreed, Contractor will be responsible for furnishing all equipment and materials necessary to provide the services required by this Agreement, including, but not limited to transportation to and from work locations, and audio and other technical equipment and materials. In the

event that Rox Enterprises provides any equipment or materials to Contractor at any time or for any job assignment, Contractor shall be responsible for the care, protection, and safe-keeping of such equipment and/or materials and, in the event of any loss of, damage to, or theft of such equipment and/or materials, Contractor shall reimburse and indemnify Rox Enterprises fully for its monetary and other losses.

- D. Contractor shall not have the right to receive any training from Rox Enterprises in the skills necessary to perform the services required by this Agreement. Rox Enterprises may, at its sole discretion, provide training and education to Contractor. Contractor hereby represents and warrants that he/she is fully qualified to perform the services required by this Agreement.
- E. Rox Enterprises shall not require Contractor to devote full time to performing the services required by this Agreement. Contractor shall not have regularly scheduled and specified days, times, or hours of work, and may receive job assignments on short notice.
- F. Contractor is and will remain an independent contractor in his or her relationship to Rox Enterprises.
- G. Rox Enterprises shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Contractor shall be individually and solely responsible for the timely payment of any and all state, federal, social security and other self-employment taxes that may be owing on amounts paid to Contractor under this agreement. Rox Enterprises shall have no responsibility in that regard.
- H. The Contractor shall have no right or claim against Rox Enterprises hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits, worker's compensation insurance or employee benefits of any kind.

2. **Duties, Terms, and Compensation.** The Contractor's duties (i.e., the services to be performed by Contractor hereunder), term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached Exhibit A. The Exhibit A may be amended or supplemented only by written agreement signed or otherwise ratified and/or agreed to by all of the parties.

3. **Code of Conduct.** Contractor agrees that, while performing services pursuant to this Agreement, and/or while meeting with customers or clients or prospective customers or clients of Rox Enterprises, he/she **shall not**: a) consume any alcoholic beverages or illegal narcotics or substances; b) smoke cigarettes, cigars, or any other tobacco products; c) be under the influence of any alcoholic beverages or illegal narcotics or substances; d) engage in any illegal conduct; or e) engage in any acts of vulgarity or other inappropriate and/or offensive behavior, including but not limited to making any ethnically or racially insensitive and/or offensive slurs or comments. Contractor agrees further that, while traveling to and from job locations pursuant to this Agreement, he/she shall not use any cell phone or similar device while operating a motor vehicle. Contractor shall, at all times during job assignments and when dealing with clients and customers of Rox Enterprises and all other persons at a job location, conduct himself or herself in a professional, courteous, and friendly manner, and shall treat Rox Enterprises' clients and customers, and all other persons at a job location, with the utmost respect and courteousness. In addition, Contractor agrees to be punctual and on time for all job assignments and appointments. Contractor understands, acknowledges and agrees that arriving late (or leaving early) for any job assignments and/or appointments, without prior approval from Rox Enterprises, shall not be tolerated, and shall constitute a material breach by Contractor of this Agreement. In the event that Rox Enterprises decides, in its sole and absolute discretion, to give a client or customer any reimbursement of or reduction in fees or charges due to conduct or alleged conduct of Contractor which violates the foregoing provisions, Contractor shall reimburse Rox Enterprises for any and all such reimbursements and/or reductions, and such amounts shall be deducted from any monies owing to Contractor by Rox Enterprises.

4. **Representations of Contractor as to Background.** Contractor hereby represents and warrants to Rox Enterprises that he/she has never been charged or convicted of any crime, including both felonies and misdemeanors, other than minor traffic offenses (speeding tickets). Contractor represents and warrants further that he/she has never been terminated from any employment, job, independent contractor position, or work assignment, and has never been subjected to any other adverse employment action, for any incident or alleged incident involving improper or illegal conduct or alleged conduct of Contractor. Contractor understands and acknowledges that Rox Enterprises is acting in reliance on such representations in entering into this Agreement with Contractor, that Contractor is reasonably relying on such representations, and that such representations are material to Rox Enterprises' decision to enter into this Agreement with Contractor.

5. **Expenses.** The Contractor shall be responsible for all expenses incurred by Contractor in connection with the services performed under this Agreement, including, but not limited to, expenses for the time spent by the Contractor in traveling to and from Rox Enterprises' offices, to and from a job location, and/or to and from any meetings with potential clients, at any location. Contractor shall not incur any indebtedness or assume any obligations, and shall not have any authority to incur any indebtedness or assume any obligations, on behalf of Rox Enterprises. To receive reimbursement from Rox Enterprises for any expenditures, Contractor must obtain prior written approval from Rox Enterprises for such expenditures.

6. **Confidentiality.** The Contractor acknowledges that during the engagement he or she will have access to and become acquainted with various trade secrets, processes, information, records, and specifications owned or licensed by Rox Enterprises and/or used by Rox Enterprises

in connection with the operation of its business, including, without limitation, Rox Enterprises' business and processes, methods, customer lists, accounts and procedures. The Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Rox Enterprises. All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks and any similar items relating to the business of Rox Enterprises, whether prepared by the Contractor or otherwise coming into his or her possession, shall remain the exclusive property of Rox Enterprises. The Contractor shall not retain any copies of these foregoing without Rox Enterprises' prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by Rox Enterprises, the Contractor shall immediately deliver to Rox Enterprises all such files, records, documentation, specifications, information, and other items in his or her possession or under his or her control. The Contractor further agrees that he or she will not disclose the terms of this Agreement to any person without the prior written consent of Rox Enterprises and shall at all times preserve the confidential nature of his or her relationship to Rox Enterprises and of the services hereunder.

7. **Conflict of Interest; Non-Compete; Non-Solicitation.** The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any trade secrets, information, processes or records in which he or she does not have a proprietary interest. During the term of this Agreement, the Contractor is free to perform services for other parties while performing

services for Rox Enterprises. However, during the term of this Agreement and for a period of two (2) years following any termination of this Agreement, the Contractor may not directly or indirectly solicit, seek to perform services for, perform any services for, or be employed by, any persons (including individuals, business entities, and partnerships) who were clients or customers of Rox Enterprises (or Sean Barth) at any time during the term of this Agreement and/or during the two-year period immediately following termination of this Agreement and/or during the period of time commencing January 1, 2006 and ending on the date of this Agreement. During the term of this Agreement and for a period of two (2) years following termination of this Agreement, the Contractor shall not directly or indirectly hire, solicit, use or retain the services of any other Contractor, former Contractor, employee or former employee of Rox Enterprises, or in any way, directly or indirectly, encourage any such Contractor, former Contractor, employee, or former employee to terminate his or her independent contractor or employment relationship with Rox Enterprises.

8. **Termination.** This Agreement may be terminated by either party for any reason whatsoever by giving the other party written notice of the intent to terminate. This notice must specify a date upon which the termination will be effective, which date may not be less than ten (10) calendar days from the date of mailing the notice and not more than twenty (20) days from the date of mailing the notice. In the event of termination by Contractor, only services performed to the satisfaction of Rox Enterprises up to the effective date of the termination shall be compensated by Rox Enterprises, and such compensation shall be pursuant to the terms of this Agreement and as explained by Exhibit A. In the event of termination by Rox Enterprises, only services performed to the satisfaction of Rox Enterprises up to the date of Rox Enterprise's

issuance of the notice of termination shall be compensated by Rox Enterprises, and such compensation shall be pursuant to the terms of this Agreement and as explained by Exhibit A. It shall be the responsibility of both parties to inform the other party of all changes of address, if the new address should differ with the address provided below.

9. **Work Performed at Contractor's Own Risk. Waiver of Claims.** Contractor shall perform services under the Agreement at his or her own risk, and Contractor shall take all precautions necessary and appropriate to protect his or her person and property. Contractor shall be fully responsible for his or her own person and property. Contractor hereby releases and discharges Rox Enterprises, and all of its officers, employees, and affiliates, from liability for any and all claims, demands, causes of action, defenses, losses, and judgments of any kind, known or unknown, at law or at equity, arising from this Agreement or Contractor's acts or omissions in furtherance of or in connection with this Agreement, including but not limited to any bodily injury or property damage claims and claims for negligence or other torts, but excluding claims for breach of this Agreement and claims for any fraud or other intentional wrongdoing by Rox Enterprises.

10. **Indemnification and Hold Harmless.** Contractor shall fully and completely defend, indemnify, and hold harmless Rox Enterprises, its officers, directors, representatives, affiliates, and employees, from and against any and all injuries, claims, causes of action, suits, accidents, demands, losses, damages, judgments, liabilities and expenses (including but not limited to attorneys's fees and litigation costs) of any nature and description, asserted or claimed by any third party(ies) (including but not limited to clients and customers of Rox Enterprises) against Contractor, Rox Enterprises, and/or its officers, directors, representatives, affiliates, and

employees, and arising from or in any way related to Contractor's acts or omissions in furtherance of this Agreement and/or the services required by or provided pursuant to this Agreement. Contractor shall also indemnify Rox Enterprises for all liability and loss in connection with, and shall assume full responsibility of, all federal, state, and local taxes or contributions, if any, imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's performance of the Agreement. In the event that Contractor is sued by a client or customer of Rox Enterprises based upon Contractor's own acts or omissions, or allegations thereof, Contractor shall not assert any claim, cross-claim, counter-claim, or third-party claim against Rox Enterprises, and shall not otherwise take any steps to cause Rox Enterprises to become a party to such lawsuit, and, in the event that Rox Enterprises is otherwise named or included as a party-defendant to any claim asserted therein, or is otherwise made a party to any such lawsuit, Contractor will fully and completely defend and indemnify Rox Enterprises.

11. **Insurance.** Rox Enterprises shall not insure or be responsible for insuring Contractor or Contractor's acts and/or omissions. Contractor shall maintain during the term of this Agreement the following insurance: automobile insurance with liability limits of at least \$100,000.00 per person, \$300,000.00 aggregate; and general liability insurance with per occurrence limits of at least \$1,000,000.00. Contractor shall provide to Rox Enterprises immediately upon the execution of this Agreement satisfactory proof of such insurance.

12. **Merger.** This Agreement shall not be terminated by, but shall survive, the merger or consolidation of Rox Enterprises into or with any other entity.

13. **Assignment. Binding Nature.** This Agreement, and the rights and obligations hereunder, may not be assigned to any third party without the written consent of all parties. This Agreement is binding upon and shall inure to the benefit of the heirs and successors of the parties.

14. **Choice of Law/Choice of Venue/Place of Contract.** The laws of the State of Maryland shall govern any and all disputes arising from this Agreement, and the Agreement shall be construed and interpreted in accordance with Maryland law. Any disputes arising from this Agreement or either party's breach of this Agreement, shall be litigated in the courts of the State of Maryland. The parties acknowledge, understand, and agree that this contract was formed in the State of Maryland, wherever it may have been executed by the parties.

15. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

16. **Modification/Non-Waiver.** No modifications or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. Waiver by one party hereto of breach of any of the provisions of this Agreement by the other shall not operate or be construed as a continuing or blanket waiver as to any of the provisions of this Agreement.

17. **Rights of Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to Rox Enterprises under the Agreement are unique and of extraordinary character which gives them a particular value to Rox Enterprises which cannot be reasonably or adequately measured or compensated by damages in any action at law and the breach by the Contractor of any of the

provisions of this Agreement will cause Rox Enterprises irreparable injury and damage. The Contractor expressly agrees that Rox Enterprises shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that Rox Enterprises may have for damages or otherwise. Rox Enterprises shall be entitled to The various rights and remedies of Rox Enterprises under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any others or of any rights or remedy allowed by law.

18. **Severability.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. **General.** This Agreement (with Exhibit A and any amendments) represents and constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior written or oral agreements with respect to the subject matter hereof. Each party hereto declares that he or she has read this Agreement and that he or she has had the opportunity to seek independent legal advice by counsel of his or her selection, that each fully understands the terms hereof, and has been fully informed of his or her rights and liabilities, that after such advice and knowledge each believes the Agreement to be fair, just and reasonable, and that each signs the Agreement freely and voluntarily. The parties acknowledge and agree that this Agreement was drafted by both parties, and, in any dispute arising from this Agreement, neither party shall invoke the doctrine of *contra preferentum*.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the ____ day of _____, 20__.

WITNESS:

ROX ENTERPRISES LLC

Sean Barth
1406 Chicago Avenue, Suite 102
Ocean City, Maryland 21842

WITNESS:

INDEPENDENT CONTRACTOR

Address: _____

STATE OF MARYLAND, COUNTY OF _____ TO WIT:

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared Sean Barth [Rox Enterprises LLC] known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his or her act.

AS WITNESS my hand and official seal, this ____ of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

STATE OF MARYLAND, COUNTY OF _____ TO WIT:

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared _____ [Independent Contractor] known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his or her act.

AS WITNESS my hand and official seal, this _____ day of _____, 2006.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

[To be drafted]