

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“**Agreement**”) is between PERFECT POUR SERVICES (the “**Company**”) and _____, (“**Contractor**”).

SECTION 1. INDEPENDENT CONTRACTOR

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

SECTION 2. DUTIES, TERM AND COMPENSATION

The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively shall be hereby incorporated by reference.

SECTION 3. NO BENEFITS.

The Company shall not provide any benefits to Contractor, and Contractor shall be solely responsible for obtaining Contractor’s own benefits, including but not limited to insurance, medical reimbursement, and retirement plans.

SECTION 4. NO EXPENSES.

Contractor shall be responsible for all expenses which are incurred in connection with the performance of the duties hereunder.

SECTION 5. RELATIONSHIP

5.1 Independent Contractor. Contractor shall be an independent contractor of the Company. Contractor shall be free from direction and control over the means and manner of providing the Services, subject only to the right of the Company to specify the desired results. Contractor shall have the authority to hire or terminate other persons to provide or to assist in providing the Services.

5.2 Taxes. The Company shall not withhold any taxes from any payments made to Contractor, and Contractor shall be solely responsible for paying all taxes arising out of or resulting from the performance of the Services, including but not limited to income, social security, worker’s compensation, and employment insurance taxes.

5.3 Licenses. Contractor shall be solely responsible for obtaining all licenses and certificates necessary to provide the Services. Contractor represents and warrants to the

Company that Contractor is or shall become licensed if a license is required to perform any services set forth herein.

5.4 Standards. Contractor represents, warrants, and covenants to the Company that, in the provision of the Services, Contractor is customarily engaged in, and shall continue to customarily engage in, an independently established business as described in RCW 51.08.195. Contractor specifically represents, warrants, and covenants to the Company as follows:

- (a) Contractor has been and will continue to be free from control or direction over the performance of the services, both under this Agreement and in fact; and
- (b) The Contractor is customarily engaged in an independently established trade, occupation, profession or business, of the same nature as that involved in this Agreement, or the Contractor has a principal place of business for the business the Contractor is conducting that is eligible for a business deduction for federal income tax purposes; and
- (c) The Contractor is responsible for filing a schedule of expenses with the Internal Revenue Service for the type of business the Contractor is conducting; and
- (d) The Contractor has established an account with the Department of Revenue, and other state agencies as required by the particular case, for the business the Contractor is conducting for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington.

5.5 No Agency Relationship. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Contractor does not have the authority to bind the Company or represent to any person that Contractor is an agent of the Company.

5.6 Representations. Contractor acknowledges that Company has relied on the representations set forth in Section 5 in entering into this Agreement. Contractor agrees to immediately notify Company of any changes with respect to the terms and conditions set forth in Section 5 of this Agreement.

SECTION 6. LIMITED WARRANTY

Contractor warrants to the Company that the Services shall be performed by qualified personnel in Contractor's employ in a professional manner, in accordance with the specifications set forth on Schedule 1.

SECTION 7. COVENANTS OF CONTRACTOR

Contractor covenants to the Company as follows:

7.1 Insurance. Contractor shall maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed.

7.2 Compliance With Laws. Contractor shall comply with all applicable laws.

7.3 Governmental Authorizations. Contractor shall obtain and maintain all permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services at Contractor's sole expense.

SECTION 8. NON-USE AND NON-DISCLOSURE OF PROTECTED INFORMATION.

8.1 Contractor, while under contract with Company and at all times thereafter, shall not, directly or indirectly (without Company's prior written consent), use for himself or herself, or use for, or disclose to, any party other than Company, any Protected Information. Contractor agrees to exercise the highest degree of care in safeguarding Protected Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality. If Contractor is served with any subpoena or other compulsory judicial or administrative process calling for production of Protected Information, he or she shall immediately notify Company in order that it may take such action as it deems necessary to protect its interest.

8.2 "Protected Information" means any information, tangible or intangible, regardless of its form, that contains: (a) any trade secret, confidential information, or data regarding the business of Company; or (b) any trade secret or confidential information or data regarding the costs, uses, methods, applications, customers, trade accounts, marketing or strategic plans or suppliers (and pertinent information respecting transactions and prospective transactions therewith) of products or services purchased, sold or furnished by or to Company; or (c) any trade secret, confidential information, or data that is treated as confidential by Company; or (d) any trade secret, confidential information, or data that Company is obligated to keep confidential; or (e) any trade secret or confidential apparatus, process, system or other method at any time used, developed, acquired, discovered or investigated by Contractor. Examples of Protected Information include, but are not limited to, the following: customer lists, customer financial information, information concerning customer supply sources and information, processes, patented or proprietary technologies, plans, materials, pricing information, internal memoranda, marketing plans, volume of business, projections and surveys, internal policies, personnel matters, and any information concerning Company's business.

SECTION 9. NON-SOLICITATION.

Contractor agrees that for the duration of this Agreement and for two (2) years following any expiration of this Agreement, he or she shall not for any reason, directly or indirectly, by any means or device whatsoever, do any one or more of the following: induce, entice, hire, or attempt to hire or employ, any person who is, at that time, an employee of Company (a "Company Employee") or otherwise call upon any Company Employee for the purpose or with the intent of enticing such Company Employee away from or out of the employ of Company.

SECTION 10. INDEMNIFICATION

Contractor shall defend and indemnify the Company and each owner, director, member, manager, partner, officer, and authorized representative of the Company for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of:

(a) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; or

(b) Contractor's breach of any representation, warranty, or covenant in this Agreement.

SECTION 11. TERMINATION OF INDEPENDENT CONTRACTOR

11.1 The Company may terminate this Agreement at any time by 7 working days' written notice to the Contractor. In addition, if the Contractor materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor upon notice by the Company to Contractor, if:

(a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with the Company or that otherwise reflects adversely on the reputation or operations of the Company;

(b) Contractor fails to materially comply with any applicable law related to Contractor's independent contractor relationship with the Company;

(c) continuous or repeated problems occur in connection with the performance of Contractor's duties; or

(d) Contractor materially breaches this Agreement and fails to cure the breach within 20 days after the Company notifies Contractor of the breach; and

11.2 The Contractor may terminate this Agreement with the Company by notice to the Company, if the Company materially breaches this Agreement and fails to cure the breach within 20 days after Contractor notifies the Company of the breach.

SECTION 12. MERGER.

This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

SECTION 13. SUCCESSORS AND ASSIGNS.

All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

SECTION 14. GENERAL

14.1 No Assignment. Contractor may not assign or delegate any of Contractor’s rights or obligations under this Agreement to any person without the prior written consent of the Company, which the Company may withhold in its sole discretion.

14.2 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

14.3 Amendment. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

14.4 Notices. All notices or other communications required, permitted or arising as a consequence of this Agreement:

(a) must be in writing;

(b) must be delivered to the parties at the addresses set forth below, or any other address that a party may designate by notice to the other party; and

(c) are considered delivered:

(1) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service; or

(2) at the end of the third business day after the date of deposit, if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

To the Company:

Perfect Pour Services
PO Box 90684
Portland, Oregon 97290

Fax: _____
Attn: _____

To Contractor:

Fax: _____
Attn: _____

With a copy to:

Fax: _____

Attn: _____

With a copy to:

Fax: _____

Attn: _____

14.5 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

14.6 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

14.7 Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

14.8 No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

14.9 Termination. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.

14.10 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

14.11 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

14.12. Equitable and Legal Remedies. In the event of a breach or threatened breach of any of Contractor’s obligations under this Agreement, Company shall be entitled (in addition to any other legal or equitable remedies Company may have in that connection, including any right to damages that Company may suffer) to a temporary, preliminary and/or permanent injunction restraining such breach or threatened breach and actual attorney fees and costs incurred in the enforcement of this Agreement. No bond shall be required for any temporary, preliminary or permanent injunction. The right of either party hereto to seek and obtain injunctive relief shall not be subject to arbitration. Contractor hereby expressly admits, agrees and acknowledges that the harm that might result to Company’s goodwill or its relationships with customers and other persons with whom it transacts business, or as a result of the disclosure or use of the confidential information, is largely irreparable. Contractor specifically agrees that, in the event there is a question as to the enforceability of any provision(s) of this Agreement, Contractor shall not engage in any conduct inconsistent with or contrary to any provision, including such provision, until after the question has been resolved by a non-appealable final judgment.

14.13 Governing Law, Venue and Jurisdiction. This Agreement is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. The parties further agree that any legal proceeding relating to this Agreement shall be filed only in the Superior Court of the state of Washington for the County of Clark, which court shall have exclusive jurisdiction over any legal proceedings arising from or relating to this Agreement.

14.14 Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

14.15. Modification. Any modifications to this Agreement must be set forth in writing signed by Company and Contractor to be enforceable.

14.16 Signatures. This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

If to the Contractor: _____ [name]
_____ [street address]
_____ [city, state, zip]

If to the Company: Perfect Pour Services
P.O. Box 90684
Portland, OR 97290

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Perfect Pour Services

By: _____
James Ameeti
Owner, Perfect Pour Services

_____ [contractor's name]

By: _____

Its: _____ [title or position]

SCHEDULE 1

Services, Duties, Term and Compensation

1. SERVICES, DUTIES, TERM, AND COMPENSATION

(a) DUTIES: The Contractor will install and service all parts and equipment pertaining to the distribution of beer and/or wine and/or spirits. [He or she] will coordinate with James Ameet and any other party designated by James Ameet in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

(b) TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force indefinitely or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

(c) COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor a Percent of the billable contract, to be paid within 30 days of completion of job.