

Subcontractor Agreement



This Subcontractor Agreement is made this _____ day of _____, _____
by and between **Volume 9 Inc**, a Colorado company (hereafter "Company"), and _____
_____ (hereafter "Subcontractor").

Recitals

A. Volume 9 Inc is in need of assistance in the following areas:

B. Subcontractor has agreed to perform work for Volume 9 Inc.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Volume 9 Inc and Subcontractor hereby agree as follows:

1. Specifications:

Subcontractor shall be available and shall provide the following efforts and services as requested:

2. Compensation:

Company will compensate Subcontractor on the following basis:

If hourly rate, the following is agreed to:

Subcontractor will submit written, signed reports of the time spent performing services under this Agreement, itemizing in reasonable detail the date on which services were performed, the number of hours spent on such date, and a brief description of the services rendered.

Volume 9 Inc will receive reports no less than once per month on or before the first day of each month, and the total amount of work will not exceed _____ hours per month.

Volume 9 Inc shall pay Subcontractor all amounts due within 30 days after such reports are received.

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Volume 9 Inc will pay Subcontractor for the following expenses incurred under this Agreement:

Subcontractor shall submit written documentation and receipts itemizing the date on which such expenses were incurred. Volume 9 Inc shall pay Subcontractor all amounts due within 30 days after such reports are received.

3. Independent Contractor:

Nothing herein shall be construed to create an employer-employee relationship between the parties. The consideration set forth above shall be the sole payment due to Subcontractor for services rendered. It is understood that Volume 9 Inc will not withhold any amounts for payment of taxes from the compensation of Subcontractor and that Subcontractor will be solely responsible to pay all applicable taxes from said payment, including payments owed to its employees and subagents.

4. Insurance:

Subcontractor will carry general liability, automobile liability, workers' compensation, and employer's liability insurance in the amount of _____. In the event Subcontractor fails to carry such insurance, or such insurance coverage lapses while this Agreement is in effect, Subcontractor shall indemnify and hold harmless Volume 9 Inc, its agents and employees, from and against any such damages, claims, and expenses arising out of or resulting from work conducted by Subcontractor and its agents or employees.

5. Standards:

All work will be done in a competent manner in accordance with applicable standards of the profession and any specific requirements of Volume 9 Inc contracts with clients, and all services are subject to final approval prior to Volume 9 Inc's payment.

6. Warranties:

Subcontractor shall make no representations, warranties or commitments binding Volume 9 Inc without Volume 9 Inc's prior written consent.

7. Confidentiality:

In the course of performing services, the parties recognize that Subcontractor may come in contact with or become familiar with information which Volume 9 Inc or its clients may consider confidential. This information may include, but not limited to, information pertaining to design methods, pricing information, or work methods of Volume 9 Inc, as well as information provided by clients of Volume 9 Inc for inclusion in work to be developed for clients, which may be of value to competitors of Volume 9 Inc or its clients.

Subcontractor agrees to keep all such information confidential and not to discuss what evolved any of it to anyone other than appropriate Volume 9 Inc personnel or their delegates. The parties agree that in the event of a breach of this Agreement damages may be difficult to ascertain or prove. The parties therefore agree that if Client breaches this Agreement, Volume 9 Inc shall be entitled to seek relief from a court of competent jurisdiction, including injunctive relief, and shall be entitled to an award of liquidated damages in the amount of \$ _____.

8. Term of Agreement:

This Agreement shall begin on the date of the agreement for a period of one (1) year with automatic one (1) year renewal periods. This agreement can be terminated by Volume 9 Inc or Subcontractor with written notice, with or without reason.

9. Communication:

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the other party's last known address.

10. Entire Agreement:

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understanding, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless it is in writing and signed by all of the parties hereto.

11. Binding Effect:

This Agreement shall be binding upon and shall inure to the benefit of Volume 9 Inc and to Volume 9 Inc's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Subcontractor of any of its rights or obligations hereunder to any third party without Volume 9 Inc's prior written consent.

12. Ownership Rights:

All plans, ideas, improvements or inventions developed by Subcontractor during the term of this Agreement shall belong to Volume 9 Inc and/or its clients for whom work is being performed by subcontractor. Subcontractor shall, however, retain the right to display works s/he creates for Volume 9 Inc in their portfolio, subject to Volume 9 Inc's written approval in advance, said approval not to be unreasonably withheld.

13. Non-compete:

Subcontractor agrees to not perform business for or solicit business from Client for a period of 2 (two) years the date this Agreement is terminated without written permission from Volume 9 Inc.

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14. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue shall be in the Denver County, Colorado Superior Court. The prevailing party shall be entitled to recover its reasonable attorney fees and statutory costs. To any portion of this Agreement declared unenforceable, that portion shall be construed to give it the maximum effect possible, and the remainder of this Agreement shall continue in full force and effect.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

Volume 9 Inc

By: _____

Title: _____

Date signed: _____

By: _____

Title: _____

Date signed: _____