

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made by and between The Muse Writers Center ("THE MUSE"), located at 2200 Colonial Avenue, Suite #3, Norfolk, Virginia 23517, and the other party signing below ("Independent Contractor").

Whereas THE MUSE is a non-stock corporation that offers creative writing and other classes onsite, online, and in the community and hosts performances and other events onsite, online, and in the community; and

Whereas THE MUSE wishes to engage Independent Contractor to provide teaching/facilitating and/or performing services ("Services") as the parties may mutually agree from time to time;

Now, therefore, THE MUSE and Independent Contractor agree to the following terms and conditions:

1. **Services.** The Services include those services described below, as may be further defined for each specific class or performance upon mutual agreement of the parties (for example, dates, period of performance, scope, etc.). Services shall be confirmed in writing by Independent Contractor and an authorized representative of THE MUSE in writing (for example, via e-mail, or in an addendum to this Agreement signed by both parties).
2. **Service Expectations.** Services include specific Service Expectations.
 - a. "Service Expectations" include those listed below, as well as any objectives, goals or requirements agreed upon by the parties or provided by THE MUSE to Independent Contractor, either verbally or in writing).
 - b. For classes, Service Expectations include at least the following:
 - (1) Provide to the MUSE the class Curriculum / Course Information (for example, syllabus, course description, materials provided to students, and other information requested by THE MUSE).
 - (2) Comply with any standards or goals for the class THE MUSE may communicate.
 - (3) Begin class on time and create an atmosphere conducive to learning.
 - (4) Provide any course materials to class participants.
 - (5) Independent Contractor may be required to meet certain requirements in order to provide Services hereunder (e.g., criminal background check for Services working with children) ("Requirements"). If applicable, a list of any Requirements shall be provided to Independent Contractor in writing. Independent Contractor shall complete all Requirements in a timely manner.
 - c. For performances, Service Expectations include at least the following:
 - (1) Arrive in a timely manner in order to ensure the performance begins on time.
 - (2) Provide or bring everything necessary to complete the performance unless other arrangements are made in advance with an authorized agent of THE MUSE.
3. **Fee Schedule.**
 - a. THE MUSE shall only be obligated to pay Fees for Services provided hereunder if THE MUSE confirmed the Services in writing, which will typically be in an e-mail from an authorized agent of the MUSE).
 - b. Unless otherwise agreed in writing, the Fee Schedule for Independent Contractor's Services to THE MUSE shall be as follows (subject to change upon written notice from THE MUSE):
 - (1) \$75 for the first hour of a class/session/performance, and then \$50 each additional hour, per class/session/performance, paid fractionally.

4. **Payment of Fees.**

- a. Upon completion of each Service, Independent Contractor shall submit the appropriate end of meeting form available on THE MUSE's website in a timely manner. The end of meeting form serves as an invoice for services provided.
- b. By submitting such invoice, Independent Contractor represents and certifies that Independent Contractor completed all Services, which shall include meeting any Service Expectations (as defined in Section 1 of this Agreement).
- c. Payments to all Independent Contractors will occur on a bi-weekly schedule via direct deposit. Independent Contractors must comply with all onboarding requests and agree to ensure their information is correct within the payment platform.

5. **Commitment/Cancellation.**

- a. In the event Independent Contractor agrees to provide Services in writing (to include via email or any other method in writing), Independent Contractor may not cancel the Services unless due to one or more Cancellation Exceptions, as defined below.
- b. Independent Contractor may only cancel Services if one or more Cancellation Exceptions apply. "Cancellation Exceptions" are limited to the Independent Contractor's illness or injury, death of the Independent Contractor or an immediate family member, and Force Majeure as set forth in Section 12 below, to the extent circumstances are beyond the Independent Contractor's reasonable control.
- c. In the event Independent Contractor cancels Services for any reason before they are completed, THE MUSE has no obligation to pay the Fee.
- d. In the event Independent Contractor cancels Services before they are completed and a Cancellation Exception does not apply, Independent Contractor shall be considered in breach of this Agreement.

6. **Term/Termination.**

- a. **Term.** The Term of this Agreement shall begin on the Effective Date set forth below, and shall end upon termination of this Agreement as set forth herein.
- b. **Termination without Cause.** Either party may terminate the Agreement at any time, for any or no reason, by providing at least fourteen (14) days prior written notice to the other party, provided however that THE MUSE may require Independent Contractor to complete any Services. In the event THE MUSE requires completion of Services, the Term of this Agreement will continue until Services are completed.
- c. **Termination for Cause.** THE MUSE may terminate this Agreement immediately upon written notice to Independent Contractor in the event THE MUSE determines, in its sole discretion, that Independent Contractor has breached the Agreement. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.
- d. **Breach.** Breach of this Agreement by Independent Contractor may result in THE MUSE terminating this Agreement for cause, after which Independent Contractor may no longer be eligible to provide Services for THE MUSE. Breach includes (but is not limited to):
 - (1) Cancellation of Services or failure to provide Services without notifying THE MUSE of a valid Cancellation Exception.
 - (2) Violation of one or more policies of THE MUSE applicable to Independent Contractor.
 - (3) Any act of omission that THE MUSE determines is inconsistent with what is in the best interest of the MUSE, its employees, students, board members, contractors, or the community.

7. **Independent Contractor.** The relationship of the parties under this Agreement is one of independent contractors and no agency, partnership, joint venture, or similar relationship is created by it. Independent Contractor shall have no authority to assume or create obligations on THE MUSE's behalf. Independent Contractor shall not take any action that has the effect of creating the appearance of Independent Contractor having such authority. Independent Contractor is not an employee of THE MUSE and will not be entitled to participate in or receive any benefit or right to any employee benefit or welfare plan, including, without limitation, employee health, life and disability insurance, pension, savings, and security plans as a result of Independent Contractor entering into this Agreement. Independent Contractor shall be solely responsible for, and shall indemnify THE MUSE against, all liability for any and all state and federal tax obligations which arise from, or in any way relate to the fees to be paid to Independent Contractor pursuant to this Agreement, including without limitation withholds (including social security amounts and other employer withholding obligations), contributions, taxes, documents and returns. Upon receiving notice that the Internal Revenue Service or any other governmental agency questions or challenges the independent contractor status of Independent Contractor, Independent Contractor shall immediately notify THE MUSE in writing, and permit THE MUSE an opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other governmental agency.
8. **Intellectual Property.** Independent Contractor may provide to THE MUSE (or use as part of the Services hereunder) Independent Contractor's copyrighted work and/or other intellectual property ("Independent Contractor's IP"). Independent Contractor's IP (to include any course materials, syllabus or course information created by Independent Contractor at any time, including during the provision of Services hereunder) shall remain the sole property Independent Contractor.
9. **Use of Logos and Other.** During the Term of this Agreement, Independent Contractor is hereby granted a non-assignable, non-transferrable, revocable license to use the logos and trademarks of THE MUSE solely to market Independent Contractor's Services hereunder. Any other use of THE MUSE's logos or trademarks is hereby prohibited, unless authorized by THE MUSE in writing. Independent Contractor permits THE MUSE to use a description of the Independent Contractor's experience and expertise, photo/image, course descriptions and any other course materials provided by Independent Contractor to THE MUSE, in any marketing materials, reports, public announcements, websites, training materials, communications and advertisements placed by THE MUSE.
10. **Confidential Information.** In the event the Services contemplated under this Agreement require that Independent Contractor have access to information that is proprietary and/or confidential to THE MUSE ("Confidential Information"), Independent Contractor agrees not to publish or otherwise disclose such Confidential Information without the prior written approval of THE MUSE. Independent Contractor agrees that all such Confidential Information is the exclusive property of THE MUSE, and that Independent Contractor shall not use said information in any way that might be injurious to the interests of THE MUSE.
11. **Provision of Tools, etc.** At Independent Contractor's sole cost and expense, Independent Contractor shall provide all tools necessary to adequately complete Services. This will typically include a computer, telephone, and e-mail, and may also include other tools such as internet in the event the Services are provided remotely. THE MUSE will provide the space/facility for on-site Services, virtual meeting rooms for virtual classes (such as Zoom), printing of course documents, and internet for onsite Services. The cost of course materials for onsite courses will typically be covered or provided by THE MUSE, subject to prior approval.
12. **Miscellaneous.**
 - a. **Compliance.** While providing Services hereunder, Independent Contractor agrees to abide by any and all applicable laws and regulations, as well as all policies of the MUSE.
 - b. **Assignment.** This Agreement contemplates the personal services of Independent Contractor to THE MUSE. Therefore, Independent Contractor may not assign Independent Contractor's rights or delegate Independent Contractor's obligations hereunder, either in whole or in part, without the prior written consent of THE MUSE. THE MUSE may assign this Agreement.
 - c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to such state's principles of conflicts of law). Each of the Parties

hereto agrees to venue in, and submits to the exclusive jurisdiction of, the state and/or federal courts located in Norfolk, Virginia as to all matters.

- d. *Force Majeure*. In the event of a delay caused by inclement weather, fire, flood, act of God, terrorist act, earthquake or any other cause beyond the control of the parties, the party or parties so affected shall be excused from performance hereunder for the period of time attributable to such delay, provided that such affected party uses reasonable efforts to overcome such delay. In the event of any such delay, the parties may (i) change the Services upon mutual written agreement (for example, via e-mail) or cancel the Services as a Cancellation Exception.
- e. *Entire Agreement*. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings with respect thereto. No terms, conditions or provisions related to this Agreement contained in an invoice shall be binding on either party unless expressly agreed to in writing by such party. This Agreement may not be modified, altered, or amended without the written consent of both parties. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- f. *Notices*. All notices, requests, demands and other communications under this Agreement shall be in writing, shall be sent to the Contact for Notices individuals listed below, and shall be deemed to have been duly given on the date of delivery if delivered personally, mailed by certified mail with delivery confirmation or reputable overnight courier with delivery confirmation, or e-mailed. Either party may change its Contact for Notices by giving the other party written notice of such change in the manner herein set forth.
- g. *Indemnification*. Independent Contractor shall indemnify THE MUSE against any claims, losses, liabilities, damages, and costs, including reasonable attorney's fees, arising from any claim asserted against THE MUSE which arises from or relates to any act or omission committed by Independent Contractor, as well as the Independent Contractor's breach of this Agreement, including but not limited to unauthorized actions taken by the Independent Contractor in THE MUSE's name, copyright infringement committed by Independent Contractor, and the improper disclosure or use of Confidential Information by the Independent Contractor.
- h. *Execution/Signature*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by electronic signature and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

[Signatures appear on the following page.]

