

OPEN HOUSE WITH STYLE LLC
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made as of _____ (the "Effective Date"), by and between Open House With Style LLC, a Colorado limited liability company ("O.H.W.S."), and _____, an individual residing at _____ (the "Independent Contractor").

1. Services and Obligations of the Independent Contractor.

1.1 Scope of the Services. During the term of this Agreement, the Independent Contractor shall perform the services described in each Engagement Addendum attached hereto as Exhibit A (the "Services").

1.2 Method of Performing the Services. The Independent Contractor will determine the method, details and means of performing the Services.

1.3 Office Space and Support Staff. The Independent Contractor will be responsible for supplying his/her own office space but may perform Services under this Agreement on O.H.W.S.'s premises at O.H.W.S.'s request. The Independent Contractor will be responsible for supplying his/her own office support staff, if any. Any and all personnel hired by the Independent Contractor, as employees, consultants, agents or otherwise (collectively "Staff") shall be the responsibility of the Independent Contractor. The Independent Contractor will inform all Staff in writing at the time that such Staff are hired by the Independent Contractors that such Staff are not employees of O.H.W.S. and that O.H.W.S. has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Independent Contractor will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Independent Contractor's risk, expense and supervision. The Independent Contractor warrants and covenants that the Staff shall be subject to all of the obligations applying to the Independent Contractor pursuant to this Agreement and that each member of the Staff shall execute a copy of this Agreement.

1.4 Withholding, Taxes and Benefits. The Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for the Consulting Fee (as defined below in Section 2.1) and all payments to the Staff, if any. The Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and the Staff and all other benefits promised to the Staff by the Independent Contractor, if any

1.5 Proprietary Rights and Confidentiality. As a condition of this Agreement, Independent Contractor shall execute the "Contractor Confidential Information, and Arbitration Agreement" attached hereto as Exhibit B and made a part hereof by this reference.

2. Compensation and Obligations of O.H.W.S..

2.1 Compensation. During the term of any Engagement Addendum, O.H.W.S. will pay the Independent Contractor the fee specified in such Engagement Addendum (attached hereto as Exhibit A) (the "Consulting Fee"). The Consulting Fee shall constitute the Independent Contractor's sole compensation for the performance of the Independent Contractor's services under this Agreement.

3. Term and Termination.

3.1 Term. This Agreement shall be effective from the Effective Date written above until terminated as hereinafter provided (the "Term").

3.2 Termination. If no Engagement Addendum is in effect, either party may terminate this Agreement upon written notice to the other.

3.3 Effect of Termination and Survival. Upon the termination of this Agreement for whatever reason: (a) all obligations of the parties hereunder shall cease; (b) O.H.W.S. shall pay the Independent Contractor all Consulting Fees due up to the date of such termination, except as otherwise provided in the applicable Engagement Addendum; and (c) the Independent Contractor shall return to O.H.W.S. all Confidential Information (as defined in Exhibit B). The terms of this Section 3.3 and Exhibit B shall survive the Term of this Agreement however terminated.

4. Relationship Between O.H.W.S. and the Independent Contractor. On and after the Effective Date, the Independent Contractor and his/her Staff, if any, shall at all times be and be deemed to be independent contractors of O.H.W.S.. Neither the Independent Contractor nor any of his/her Staff is an employee or agent of O.H.W.S. for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits provided to O.H.W.S. employees. The Independent Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by O.H.W.S. for the Independent Contractor's benefit or for the benefit of his/her Staff and no statutory insurance shall be written by O.H.W.S. on behalf of the Independent Contractor or the employees of the Independent Contractor. Neither the Independent Contractor nor any of his/her Staff shall, under any circumstances, have any authority to act for or to bind O.H.W.S. or to sign the name of O.H.W.S. or to otherwise represent that O.H.W.S. is in any way responsible for his/her acts or omissions. Neither the Independent Contractor nor his/her Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon O.H.W.S.. It is anticipated that the Independent Contractor will perform services as an independent contractor, employee, officer or director for parties other than O.H.W.S. during the Term.

5. Miscellaneous.

5.1 This Agreement cannot be assigned by either party without the other's prior written consent.

5.2 This Agreement, including the Exhibits hereto, supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of Independent Contractor, and contains all of the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducement, promises or agreements, oral or otherwise, with regard to this Agreement or the services to be rendered under it have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. The foregoing shall not be deemed to supersede or void any

provision of that certain Confidential Termination and Separation Agreement and General Release entered into between O.H.W.S. and the Independent Contractor on or about the date of this Agreement, or of any agreement between O.H.W.S. and the Independent Contractor referenced therein.

5.3 No modification or waiver of this Agreement shall be binding unless in writing and signed by the parties hereto. The waiver by either party of any breach by the other party of any of its obligations hereunder or the failure of such party to exercise any of its rights in respect of such breach shall not be deemed to be a waiver of any subsequent breach.

5.4 Any controversy between O.H.W.S. and the Independent Contractor and/or his/her Staff or between any employee of O.H.W.S. and the Independent Contractor and/or his/her Staff, including, but not limited to, those involving the construction or application of any of the terms, provisions or conditions of this Agreement or otherwise arising out of or relating to this Agreement, shall be settled by arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be rendered by any court having jurisdiction thereof. O.H.W.S. and the Independent Contractor shall share the costs of the arbitrator equally but shall each bear their own costs and legal fees associated with the arbitration. The location of the arbitration shall be in Denver, Colorado.

5.5 This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

5.6 Any notice or other communication under this Agreement shall be considered given when delivered personally or delivered by first class mail or express courier service (such as DHL Courier or Federal Express Courier) to the parties at their respective addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Open House With Style LLC,
By,

Independent Contractor

Member

Member

EXHIBIT A
ENGAGEMENT ADDENDUM

1. **Date of Engagement Addendum:**

2. **Name(s) of Independent Contractor Personnel Assigned to Engagement:**

3. **Description of Services:** Here is where we will put in the duties of a Coordinator

4. **Compensation:** See Attachment 2 Compensation Schedule.

5. **Termination:** Notwithstanding anything to the contrary in Section 3.2 of the attached Agreement, this Engagement Addendum may not be terminated except as follows. Either party hereto may terminate this Engagement Addendum on 30 days' written notice to the other party. In addition, the parties may terminate this Engagement Addendum at any time by mutual consent. In the event of any termination of this Engagement Addendum under this paragraph, O.H.W.S. shall not be required to make any further payments hereunder to Independent Contractor after the date of termination of this Engagement Addendum, and the Independent Contractor shall not be required to perform any additional services for O.H.W.S..

Open House With Style LLC,
By,

Independent Contractor

Member

Member

EXHIBIT B
OPEN HOUSE WITH STYLE, LLC
CONTRACTOR CONFIDENTIAL INFORMATION,
AND ARBITRATION AGREEMENT

As a condition of the retention of Independent Contractor by Open House With Style, LLC, and in consideration of Independent Contractor's receipt of consulting fees now and hereafter paid by O.H.W.S., Independent Contractor agrees to the following. As used herein, the term "Independent Contractor" shall include the Independent Contractor as well as any specific Independent Contractor personnel named at the end of this Agreement.

1. Confidential Information.

(a) O.H.W.S. Information. Independent Contractor agrees at all times during the term of his/her retention by O.H.W.S. and thereafter, to hold in strictest confidence, and not to use, except for the benefit of O.H.W.S., or to disclose to any person, firm or corporation except for the benefit of O.H.W.S. and with written authorization of an authorized member of O.H.W.S., any Confidential Information of O.H.W.S.. Independent Contractor understands that "Confidential Information" means any O.H.W.S. attorney/client information, attorney work product or other business information disclosed to the Independent Contractor by O.H.W.S. either directly or indirectly in writing, or orally.

(b) Third Party Information. Independent Contractor recognizes that O.H.W.S. has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on O.H.W.S.'s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Independent Contractor agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his/her work for O.H.W.S. consistent with O.H.W.S.'s agreement with such third party.

2. Returning O.H.W.S. Documents. Independent Contractor agrees that, upon termination of the Independent Contractor's services for O.H.W.S., Independent Contractor will deliver to O.H.W.S. (and will not keep in his/her possession, recreate or deliver to anyone else) any and all records, data, notes, reports, lists, correspondence, materials, other documents, or reproductions of any aforementioned items developed by it pursuant to his/her performance of services for O.H.W.S. or otherwise belonging to O.H.W.S.. Upon termination of the Independent Contractor's services for O.H.W.S., Independent Contractor agrees to sign and deliver the "Termination Certification" attached hereto as Attachment 1.

3. Representations. Independent Contractor agrees to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. Independent Contractor represent that his/her performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by it in confidence or in trust prior to his/her retention by O.H.W.S.. Independent Contractor have not entered into, and Independent Contractor agrees it will not enter into, any oral or written agreement in conflict herewith.

4. Remedies. Independent Contractor acknowledges that any breach of his/her obligations under this Agreement may result in irreparable injury for which O.H.W.S. shall have no adequate remedy at law. Accordingly, if Independent Contractor breaches or threatens to breach any of Independent Contractor's obligations under this Agreement, O.H.W.S. shall be entitled, without proving or showing any actual damage sustained, to a temporary restraining order, preliminary injunction, permanent injunction and/or order compelling specific performance to prevent or cease the breach of Independent Contractor's obligations under this Agreement. Nothing in this Agreement shall be interpreted as prohibiting O.H.W.S. from obtaining any other remedies otherwise available to it for such breach or threatened breach, including the recovery of damages.

5. Arbitration. Any controversy between O.H.W.S. and the Independent Contractor or between any employee of O.H.W.S. and the Independent Contractor, including, but not limited to, those involving the construction or application of any of the terms, provisions or conditions of this Agreement or otherwise arising out of or relating to this Agreement, shall be settled by arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be rendered by any court having jurisdiction thereof. O.H.W.S. and the Independent Contractor shall share the costs of the arbitrator equally but shall each bear their own costs and legal fees associated with the arbitration. The location of the arbitration shall be in Denver, Colorado.

6. General Provisions.

(a) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of Colorado. Independent Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Colorado for any lawsuit filed there against it by O.H.W.S. arising from or relating to this Agreement.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between O.H.W.S. and Independent Contractor relating to the subject matter herein and supersedes all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in Independent Contractor's duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon Independent Contractor's heirs, executors, administrators and other legal representatives and will be for the benefit of O.H.W.S., its successors, and its assigns.

10. Acknowledgements by Independent Contractor. The Independent Contractor acknowledges and agrees to each of the following items:

(a) It is executing this Agreement voluntarily and without any duress or undue influence by O.H.W.S. or anyone else; and

(b) It has carefully read this Agreement. Independent Contractor has asked any questions needed for it to understand the terms, consequences and binding effect of this Agreement

and fully understand them, including that Independent Contractor is waiving his right to a jury trial by signing below; and

(c) It sought the advice of an attorney of his/her choice if Independent Contractor wanted to before signing this Agreement.

Open House With Style, LLC,
By,

Independent Contractor

Member

Member

ATTACHMENT 1
OPEN HOUSE WITH STYLE LLC
TERMINATION CERTIFICATION

This is to certify that Independent Contractor does not have in his/her possession, nor has Independent Contractor failed to return, any records, data, notes, reports, lists, correspondence, materials, other documents, or reproductions of any aforementioned items belonging to Open House With Style, LLC.

Independent Contractor further certifies that it has complied with all the terms of O.H.W.S.'s Contractor Confidential Information, and Arbitration Agreement signed by it

Independent Contractor further agrees that, in compliance with the Contractor Confidential Information, and Arbitration Agreement, it will preserve as confidential all confidential knowledge, or other proprietary information client lists, business plans, financial information or other subject matter pertaining to any business of O.H.W.S. or any of its employees, clients, consultants or licensees.

Independent Contractor further agrees that for twelve (12) months from this date, Independent Contractor will not hire any employees of O.H.W.S. and Independent Contractor will not solicit, induce, recruit or encourage any of O.H.W.S.'s employees to leave their employment.

Date: _____

Signature

Name of Independent Contractor (typed or printed)

[DO NOT SIGN THIS PAGE ON INITIAL EXECUTION OF AGREEMENT— SIGN ONLY WHEN AGREEMENT IS TERMINATED]

ATTACHMENT 2
OPEN HOUSE WITH STYLE LLC
COMPENSATION SCHEDULE