



4754 N 106<sup>th</sup> St  
Milwaukee, WI 53225

Phone: (414) 467-7243

## SUBCONTRACTOR AGREEMENT

Please direct all questions you may have to [INFO@MyCityPromotions.com](mailto:INFO@MyCityPromotions.com)

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between MyCity Promotions, LLC, 4754 N 106<sup>th</sup> St, Milwaukee, WI, a Wisconsin Limited Liability Company, ("CONTRACTOR") for purposes of this agreement and, \_\_\_\_\_, ("SUBCONTRACTOR") for purposes of this agreement.

### RECITALS

WHEREAS, Contractor and Subcontractor wish to engage in a business relationship for their mutual benefit and neither Subcontractor nor its employees are to be considered employees of the Contractor at any time or under any circumstances for any purpose. Neither party is the agent of the other party and neither party shall bind the other party by contract or agreement; and

WHEREAS, Contractor is a talent agency services company furnishing marketing and event service companies with subcontractors it does not employ, through a Subcontractor Agreement with the Subcontractor; and

WHEREAS, Subcontractor is engaged in the business of supporting marketing and event type services on behalf of companies who are involved with setting up and running events including but not limited to marketing and brand campaigns; and

WHEREAS, Contractor and Subcontractor intend that this Agreement will control and supersede any prior written or oral agreements or understandings.

NOW, THEREFORE, Contractor and Subcontractor, in consideration of the following mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, do agree as follows:

1. **Scope of Work:** The scope of the Subcontractor's Work shall be defined by the submitted campaign plans for any marketing involved event scheduled and to be provided to subcontractor. Subcontractor agrees to commence work within the time set out in the contract documents for the specific event. Subcontractor shall provide all labor, and materials or just labor necessary to provide the marketing services such as brand ambassador in a manner, which complies with this Agreement, and is in a professional and workmanlike manner, and complies with applicable laws, regulations, and ordinances. Time is of the essence as to this Agreement.
2. **Payment:**
  - (a). The Contractor shall pay the Subcontractor in accordance with the terms noted in Ex.A.
  - (b). No payment will be payable to the Subcontractor under any of the following circumstances:
    - (1). If prohibited under the applicable governing law, regulation or policy;
    - (2). If the Subcontractor did not directly perform or complete the services as described in Exhibit A;
    - (3). If the Subcontractor did not perform the services to the reasonable satisfaction and acceptance of the Contractor;
    - (4). If the services performed occurred after the scheduled event began or finished or if the event is cancelled by the customer for any reason whatsoever.
  - (c). No other compensation will be paid to the Subcontractor by the Contractor.

(d). The Subcontractor is responsible for any ordinary and necessary expenses including transportation expenses and clothing expenses which are incurred in the performance of this Subcontractor Agreement and will be the Subcontractors sole responsibility.

(e). The Subcontractor is solely responsible for the payment of all income, social security, employment related, or other taxes as a result of the performance of the services under this Subcontractor Agreement. The Contractor will not pay or withhold any such sums for any taxes listed or otherwise due.

**3. Term and Termination:** This Agreement shall be for the period of January 1, 2015 through December 31, 2015. This Agreement may be terminated by either party upon three days written notice to the other party, with or without cause; or by either party for a material breach of any provision of this Agreement by the other party; or by the Contractor at any time without any prior notice if the Subcontractor is convicted of any crime or offense or refuses to comply with the written instructions or directions of the Contractor.

Upon termination of this Agreement for any reason, the Contractor shall promptly pay the Subcontractor for all services under the terms of this Agreement rendered before the effective date of the termination. No other payment of any type will be due to the Subcontractor after the effective date of termination.

**4. Indemnification:** Subcontractor shall defend, indemnify and hold harmless the Contractor, Contractor's subsidiaries, agents, officers, successors and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work or connected in any way to the performance of Subcontractors work under this Agreement, provided that any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone whose acts the Subcontractor maybe liable, including but not limited to any such claim, damage, loss or expense that:

- Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible and intangible property, including loss or use there from; or
- Is alleged to have arisen out of any breach of Subcontractor;
- This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, and Subcontractor expressly waives the benefits of any liability cap recognized by any local, state or federal laws;
- The Subcontractor's indemnification obligations under this Agreement are not limited to any sort of insurance policy the Subcontractor may hold;
- The Subcontractor shall indemnify and hold the Contractor harmless for any and all liens, encumbrances, claims, obligations or liabilities which may be asserted against the Contractor or its property by reason or of as a result of any acts of omissions of the Subcontractor, it's employees, representatives, licensees, or subcontractors, in connection with or related to the performance of this Agreement;
- The Subcontractor assumes the risk of and liability for loss or damage to the Subcontractor's materials, tools or equipment;
- The Subcontractor acknowledges that it has appropriately trained it's employees and or lower tier subcontractors who will complete the necessary work to be performed under this Agreement.

**5. Independent Contractor:** Subcontractor is an independent contractor and not an employee of Contractor. Subcontractor represents and warrants to Contractor that:

- a. Separate Business Office: Subcontractor maintains a separate office with its own equipment, materials, and other facilities;
- b. Federal Identification Number: Subcontractor's **Federal Identification Number or social security number is:** \_\_\_\_\_
- c. Subcontractor Control: Subcontractor controls the means of performing the services or work, which is performs on behalf of the Contractor, and is paid a specific amount of money for specific services or work as described under this Agreement.
- d. Expenses: Subcontractor is responsible for the payment of all expenses related to the services or work that it performs on behalf of the Contractor.
- e. Completion of Work: Subcontractor is responsible for completing the work or services under this Agreement in a professional and workmanlike manner. Subcontractor is responsible for completing the work and will be liable for any failure to complete the work, as hereinafter provided;
- f. Compensation. The compensation for Subcontractor's work of services is as described above, and is determined on a commission of per-job type basis and not on any other basis;
- g. Profit or Loss: Subcontractor will realize a profit or loss under this Agreement with Contractor depending on its

performance.

- h. **Business Obligations:** Subcontractor represents to Contractor that it has continuing or recurring business liabilities and obligations; and
- i. **Success of Business:** Subcontractor acknowledges that the success or failure of its business depends upon its relationship of business receipts to expenditures, and that it is in no way guaranteed continuing work with Contractor.

6. **Severability:** If any one or more provisions in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this agreement will be construed as if any invalid, illegal or unenforceable provisions had never been contained within it.
7. **Notices:** Each party giving or making any notice, request, demand or attempting to communicate as permitted under the terms of this Agreement shall give notice to the other party at the following addresses:

**If to Contractor:**

MyCity Promotions, LLC  
4754 N 106<sup>th</sup> Street  
Milwaukee, WI 53225  
P: (414) 467-7243

Email: INFO@MyCityPromotions.com

**If to Subcontractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Entire Agreement:** This Agreement constitutes the final agreement between the parties. It is a complete and accurate reflection of negotiated terms. All prior and contemporaneous communications, negotiations and agreements between the parties are expressly merged into and superseded by this Agreement. Both parties agree that neither was induced or forced into signing or entering into this Agreement. Neither party is relying upon, any statement, representation, warranty or agreement of the other party except those set forth expressly in this Agreement.
9. **Drugs/Alcohol Use:** Subcontractor will ensure that the Subcontractor, its employees, lower tier subcontractors, and others within the Subcontractor's control who are present at any time will be free of alcohol and other mind-altering substances, including all controlled substances.
10. **Safety Practices:** Subcontractor will comply with standard safety practices and any OSHA requirements applicable under the terms of this Agreement. Any OSHA fines based upon the Subcontractor's safety violations which are assessed against the Contractor shall be offset against any amounts due to the Subcontractor.
11. **Choice of Law:** This Agreement shall be governed by and construed under the laws of the State of Wisconsin, irrespective of the domicile of the parties, the state in which this Agreement was entered into, or other conflict of law principles. The parties hereto expressly consent to the jurisdiction of the courts of Wisconsin which respect to this Agreement.
12. **Binding Effect:** This Agreement shall bind the parties hereto, their successive, heirs, successors and assigns.
13. **Non-Assignment:** This Agreement may not be assigned by Subcontractor without the express written consent of the Contractor.
14. **Conflict in Documents:** The terms of this Agreement shall control in the event of any conflict between the terms of this Agreement and any other agreement or document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein first appearing above.

**CONTRACTOR:**

MyCity Promotions, LLC

By: \_\_\_\_\_

Emily M. Romeo  
Agency Owner

Date: \_\_\_\_\_

**SUBCONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_