



Company One, LLC.  
Address Line 1  
Address Line 2  
Address Line 3

*Disclaimer: The information you obtain on this document and in any of our courses is not, nor is it intended to be, legal advice. You should consult an attorney for advice regarding your individual situation.*

## Agreement for Services

**\* A Service Provider Agreement is for a contractor, not an employee. A contractor pays their own taxes using form 1099 and does not have the same rights as an employee. Be careful to not use the word, "Employee" in these agreements.**

Date:

[Service Provider Name]

[Service Provider Address]

[Service Provider Address]

Company One, LLC. (the "Company") is pleased to offer [service provider name] a service agreement (this "Agreement") under the following terms:

- 1) Parties:** The parties to this Agreement are Company One, LLC, a [state] limited liability company (the "Company") with an address of [address] and [service provider name], an adult individual (the "Contractor"), with an [address].
- 2) Position:** The Contractor will be an independent contractor. The primary duties will [duties]. The content, style, form and format of any work product of the Services shall be completely satisfactory to Company and shall be consistent with Company's standards.
- 3) Compensation:** In exchange for services, the Contractor hereby agrees to accept the compensation of [compensation]. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.
- 4) Period of Agreement:** This Agreement is "at will," meaning that either the Contractor or the Company may terminate the Agreement at any time and for any reason, with or without cause. Any contrary representations which may have been made are superseded by this Agreement. This is the full and complete Agreement between the Contractor and the Company on this term. Although duties, title, and compensation, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of this agreement may only be changed in an express written agreement signed by the Contractor and the Company.
- 5) Non-compete:** The Contractor shall not offer or provide, directly or indirectly, [services], as further described below, regarding unmanned aerial vehicles, drones or similar devices or equipment (the "Services"), and will not assist any person or organization in competing with the Company to provide Services, in preparing to compete with the Company to provide Services or in hiring any employees or contract workers of the Company during the term of this Agreement and for a period of two (2) years after the termination of this Agreement. The

*Disclaimer: The information you obtain on this document and in any of our courses is not, nor is it intended to be, legal advice. You should consult an attorney for advice regarding your individual situation.*

*Rights Reserved. This document is the property of DARTdrones, LLC and may not be distributed, in whole or in part, without prior written permission of DARTdrones, LLC.*

# DARTDRONES



Services shall include, but are not limited to, the following: [company services]. The Company and the Contractor shall execute and deliver supplements to this Agreement to amend this Non-compete section at such times as the Company adds additional services. The Contractor shall not share or solicit any Confidential Information (as hereinafter defined) or any Company information whatsoever, including, but not limited to [protected materials]. The Contractor shall not solicit any customers of the Company or current or past Company employees. The Contractor shall not offer or conduct any of the Services outside of the Company's without the prior written consent and authorization of the Company.

**\* Some people will refuse to sign a non-compete. Consider the pros and cons of including a non-compete in your contracts.**

- 6) **Confidential Information:** The Contractor will not share confidential information about customers, partnerships, curriculum, marketing campaigns, processes, client lists, scripts, and marketing materials. Contractor will not share curriculum information with any unauthorized person or group.
- 7) **Equipment:** Any equipment, materials, or marketing collateral provided to the Contractor shall be returned and shipped to Company headquarters upon request and shall remain at all times the property of the Company. Any equipment purchased by the Contractor will remain with the property of the Contractor.
- 8) **Relationship:** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. The Contractor shall not represent or use the company name, logo or other intellectual property or marketing materials without the prior written consent and permission of the Company. Any provision of services or flying of unmanned aerial vehicles completed without the Company's prior written consent shall not be represented as authorized by or on behalf of the Company. When providing the Services, the Contractor, shall at all times represent himself to be a consultant of the Company. The Contractor shall not act in any way which damages or is likely to damage the business reputation of the Company. The Contractor shall not make any commitment on behalf of the Company whatsoever, including but not limited to incurring any financial or other liability other than that expressly stated in this Agreement or upon prior written consent of the Company. The Contractor shall have no authority to bind or obligate the Company in any manner whatsoever, without the prior written consent of the company.
- 9) **Consultant Contractor Warranties:** The Contractor hereby warrants and agrees that all work performed for or on behalf of the Company shall be performed diligently, competently, with due care and skill, in a proper and professional manner using best practices in accordance with the Company's approved curriculum and standards. The Contractor holds the Company harmless for any and all losses, damages or liabilities (including attorney's fees and expenses) resulting from the Contractor's actions or omissions in connection with contractor-owned drone damages, and any other actions or omissions not directly related to the Company or the provision of the Services.
- 10) **Safety:** The Contractor is responsible for any unsafe actions or omissions completed while providing the Services or otherwise. The Company hereby prohibits any and all potentially

*Disclaimer: The information you obtain on this document and in any of our courses is not, nor is it intended to be, legal advice.*

*You should consult an attorney for advice regarding your individual situation.*

*Rights Reserved. This document is the property of DARTdrones, LLC and may not be distributed, in whole or in part, without prior written permission of DARTdrones, LLC.*

# DARTDRONES



unsafe [services]. Any action outside the approved scope of the services by the Company is the responsibility of the Contractor.

- 11) **Entire Agreement.** This Agreement represents the entire agreement and supersedes any prior understandings or agreements, whether oral or written, between the Contractor and the Company. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.
- 12) **Amendment and Governing Law.** This letter agreement may not be amended or modified except by an express written agreement signed by the Contractor and a duly authorized officer of the Company. The terms of this Agreement and the resolution of any disputes will be governed by Pennsylvania law without reference to its conflicts of law's provisions.
- 13) **Authorization to Work In United States:** As required by law, this Agreement and the provision of services for or on behalf of the Company is contingent upon the Contractor providing legal proof of his identity and authorization to work in the United States to the Company.
- 14) **Media Release:** The Contractor agrees that any photos and videos of the Contractor obtained for marketing promotional events or otherwise directly or indirectly associated with the Company are the property of the Company and may be used by the Company at its sole discretion.

**\* You should include a Media Release statement for all employees and contractors to ensure that you can use any photos or videos of that person even if they no longer wok for the company.**

The below signatures constitute a valid contract between parties involved.

Company One, LLC

By: \_\_\_\_\_  
[Your name]  
\_\_\_\_\_ and Member

\_\_\_\_\_  
Date

**Contractor:**

I \_\_\_\_\_

\_\_\_\_\_  
Print Contactor Name

\_\_\_\_\_  
Date

*Disclaimer: The information you obtain on this document and in any of our courses is not, nor is it intended to be, legal advice. You should consult an attorney for advice regarding your individual situation. Rights Reserved. This document is the property of DARTdrones, LLC and may not be distributed, in whole or in part, without prior written permission of DARTdrones, LLC.*

# DARTDRONES



## Exhibit A Compensation Agreement

Independent Contractor Agreement between Company One LLC (the "Company") and \_\_\_\_\_ (the "Contractor") dated as of \_\_\_\_\_, \_\_\_\_\_.

### Terms

Compensation will be distributed once a month. every two weeks through direct deposit with the Company's payroll company.

### CONTRACTOR

\_\_\_\_\_

CONTRACTOR (Print Name): \_\_\_\_\_

### COMPANY

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

Name:

Title: \_\_\_\_\_ and Member

*Disclaimer: The information you obtain on this document and in any of our courses is not, nor is it intended to be, legal advice.*

*You should consult an attorney for advice regarding your individual situation.*

*Rights Reserved. This document is the property of DARTdrones, LLC and may not be distributed, in whole or in part, without prior written permission of DARTdrones, LLC.*