



INDEPENDENT CONTRACTOR'S AGREEMENT

This INDEPENDENT CONTRACTOR'S AGREEMENT (the "Agreement") is made as of this ____ day of 20____ by and between "**CITY BONDING INC.**" (hereinafter the "Company"), and "**Agent or Agency**" _____ (hereinafter "Independent Contractor").

In consideration of the mutual promises herein contained, Company and Independent Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

The Company hereby engages Independent Contractor to render services and deliver reports as described in more detail below. The Company will make available to Independent Contractor its relationship with certain insurance companies for which the Independent Contractor can issue bail bonds.

SECTION 2: COMPENSATION

A. In full consideration for the performance of the services hereunder, and for any rights granted or relinquished by the Company to the Independent Contractor under this Agreement, the Independent Contractor shall pay to the Company as follows: Thirty Percent (30%) of the initial ten percent (10%) of the required bond fee due per bond as written by the Independent Contractor as calculated and payable to the Company on the 15th and 30th of each month. As an example, if the bond is set at \$10,000, the required premium is \$1,000 to wit: \$300 is due to the Company and the remaining \$700 is Independent Contractor's.

B. On the 15th and 30th of every month (or the next business day), Independent Contractor shall provide the Company with the name of the individual for whom each bond was issued, the name and address of any individual guaranteeing each bond; the court and case number for each bond; the amount of each bond; a copy of each bond application; the original bond powers; and an accounting of the monies due the Company.

C. On the 15th and 30th of every month (or the next business day), Independent Contractor shall issue a check to the Company for the amount due along with its accounting reports.

D. Independent Contractor shall on the 15th and 30th of each month (or next business day) provide the Company with a closed liability report that states which bonds remain active and which bonds are closed, and provide a photocopy of each bond power of authority that remains in Independent Contractor's possession.

E. Independent Contractor shall not execute a bond in an amount equal to or greater than fifty thousand dollars (\$50,000) without the prior consent and approval of either Spring Break LLC RDA or City Bonding INC.'s RDA at phone number 513-341-2245.

F. Independent Contractor acknowledges and agrees that, except as provided in Section 2 above, it shall not be entitled to, and the Company shall not be obligated to pay, any monies or other form of compensation for the services rendered and rights granted under this Agreement.

G. Independent Contractor shall be solely and **100% liable** for any and all bond forfeitures, costs and other expenses that may arise as a result of Independent Contractor's performance of Services pursuant to the terms of this Agreement. Nothing in this paragraph shall alter or supersede the Company's right to Indemnification and Advancement pursuant to Section 6 of this Agreement.

H. All collections for any remaining balance of a bond shall be the sole responsibility of Independent Contractor.

I. Independent Contractor shall not represent itself to be an employee or partner of the Company or to have any ownership interest in the Company. Independent Contractor alone is responsible for paying all taxes. Independent Contractor is responsible for paying any and all of its own costs, including its own employees, associated with doing business such as license fees, association dues, signs, business cards, continuing education, etc.

SECTION 3: ASSURANCE OF SERVICES

A. Independent Contractor will assure that the following individual (the "Key Employees") will be available to perform, and will perform, the Services hereunder until they are completed: **Agent** _____ **Agent signature** _____.

B. The Key Employee may be changed only with the prior written approval of the Company.

SECTION 4: PROPRIETARY RIGHTS

A. Independent Contractor acknowledges that it has no right to or interest in the relationships, methods, procedures, techniques, documents, or other materials created by or owned by the Company.

B. Independent Contractor agrees to execute such documents as the Company may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the Company's ownership of such materials, and all other rights, title, and interest therein.

SECTION 5: CONFIDENTIALITY

A. In connection with the performance of Services hereunder, Independent Contractor may be exposed to confidential and proprietary information of the Company, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall be maintained in strict confidence and not be subject to disclosure unless ordered to be produced by a Court of competent jurisdiction. Should Independent Contractor receive a request for the disclosure of such information, it must notify the Company within 2 business days of receipt of such a request and fully cooperate with the Company in the defense of such a claim.

B. Independent Contractor shall not without the prior written consent of the Company, use the Company's name, the Company's employees' names, or its members' names in any advertising or promotional literature or publish any document relating to the Company, its employees, members, this Agreement, or the Services mentioned herein, and shall not otherwise refer to the retention of Independent Contractor in the performance of Services under this Agreement. Should the Company grant permission to Independent Contractor to use any of the Company's names, Independent Contractor shall only have that right of usage upon the terms and conditions as established by the Company. This right of use can be revoked at anytime and in the Company's sole discretion.

C. The Company shall be permitted to use Independent Contractor's name as necessary with any regulatory agency including but not limited to the Ohio Department of Insurance or American Surety Company.

SECTION 6: WARRANTIES AND INDEMNIFICATION

A. Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate applicable laws, rules or regulations, and standards prevailing in the industry and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations.

ii) Independent Contractor has the full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Independent Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate any material contract to which it is a party.

iii) Independent Contractor will perform the Services in accordance with the terms as established in this Agreement and the agreement **Agent** _____
Agent signature _____ previously executed with American Surety Company.

iv) Independent Contractor has not filed a petition for Bankruptcy in the six months preceding the execution of this Agreement.

v) Independent Contractor does not have an open or pending Bankruptcy Petition.

vi) Independent Contractor is not subject to a covenant not to compete/non-solicitation agreement with a third-party that prevents Independent Contractor from providing the Services referenced in this Agreement.

vii) Independent Contractor does not have any agreement with a third-party that would prevent or restrict Independent Contract from providing Services to the Company under this Agreement.

viii) Independent Contractor shall notify the Company in the event it wishes to add or contract with a subagent to perform services for Independent Contractor. Before Independent Contractor may add a subagent, the subagent must sign an agreement with the Company agreeing to comply with all terms of this Agreement.

ix) Prior to executing this Agreement, Independent Contractor has represented to the Company that it is not subject to a covenant not to compete/non-solicitation agreement with a third-party or any other agreement with a third-party that would prevent or restrict Independent Contract from providing Services to the Company under this Agreement.

B. The Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of the Company or any material contract to which it is a party.

C. The Company shall not be liable for injury or death of Independent Contractor or any of its employees, affiliates, contractors, or other assistants in the course of performing Services under this Agreement.

D. Independent Contractor personally, hereby indemnifies, advances, and holds harmless the Company, its members, subsidiaries, affiliates, their officers, and employees from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever which may in any way arise from the Services performed by Independent Contractor hereunder; the work of employees, affiliates, contractors, or agents of Independent Contractor while performing the services of the Independent Contractor hereunder; in enforcing the terms of any of the clauses contained within this Agreement or the agreement previously executed with American Surety Company; or any breach or alleged breach by Independent Contractor of this Agreement, including but not limited to the warranties

set forth herein; the Company shall be entitled to indemnification and advancement of its attorney fees and costs in enforcing the terms of this Agreement. The Company shall retain control over the defense of, and any resolution or settlement relating to such claims or liabilities. Independent Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

E. Upon termination by either party, Independent Contractor shall provide to Company any and all copies, in whole or in part, of business materials (as they then exist) including this Agreement and any and all tangible materials the Company provided to the Independent Contractor in connection with this Agreement.

SECTION 7: DAMAGES AND REMEDIES

A. In the event of termination of this Agreement, the Company shall have all remedies available to it at law and in equity. In the event of a breach or threatened breach of the Agreement, the Independent Contractor agrees that there is not an adequate remedy at law and the Company will suffer irreparable harm that is not immediately quantifiable by the payment of money damages. Therefore, the Company shall be entitled to the issuance of an injunction.

B. Any and all materials prepared for and/or delivered to the Company prior to termination shall remain the property of the Company. In no event shall the Company be liable for any lost profits or consequential, incidental, or special damages including punitive damages or attorney fees.

SECTION 8: BANKRUPTCY

A. In the event Independent Contractor files a petition for Bankruptcy or an involuntary petition for Bankruptcy is filed against Independent Contractor, the Agreement shall automatically terminate. Upon the filing of a Bankruptcy petition, Independent Contractor shall immediately return all bond powers to the Company and agrees that Independent Contractor is not authorized to write any additional bonds for the Company.

B. Upon the filing of a Bankruptcy petition, Independent Contractor shall provide the Company with all outstanding/active bonds and any balances due Independent Contractor. For each bond, Independent Contractor shall provide the Company: the name of the individual for whom the bond was issued; the court and case number; any upcoming court dates; the name and address of any individual guaranteeing the bond; the amount of the bond; and an accounting of all monies currently due.

SECTION 9: NON-COMPETITION

A. Covenant Not to Compete. In recognition of the Company's need to protect its goodwill, sales contacts, and legitimate business interests, Independent Contractor agrees that during the period of time that this Agreement is in effect, Independent Contractor will not directly or indirectly as a partner, shareholder (other than shares that are publicly traded and governed by the SEC), officer, employee, agent, or otherwise, be employed by, connected with,

participate in, consult or otherwise associate with any other business, enterprise, or venture that is the same as, similar to, or competitive with the Company (a) in Lorain County, Ohio, and (b) in any city or township in which Independent Contractor provided Services to a client during the term of this Agreement.

B. Reasonableness of Restrictive Covenants. Independent Contractor has carefully read and considered the provisions of Section 9(A) and, having done so, agrees that the restrictions, including the time period of the restrictions and the geographical area of the restrictions, are fair and reasonable, and are reasonably required for the protection of the interests of the Company, its officers, directors, members, and other employees. In the event that any part of the covenants set forth in Sections 9(A) shall be held to be invalid or unenforceable, the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. The Parties agree that the LORAIN County Court of Common Pleas shall have the exclusive jurisdiction and the authority to change the time period and geographic restrictions to the maximum period that the Court deems reasonable and enforceable under Ohio law.

C. Independent Contractor personally, hereby indemnifies, advances, and holds harmless the Company, its members, subsidiaries, affiliates, their officers, and employees from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever which may in any way arise from enforcing the terms of the non-competition clause contained in this Agreement.

SECTION 10: TERM OF THE AGREEMENT

A. The term of this Agreement shall be a period of two (2) years, commencing on _____, 20___, and shall terminate on _____, 20___; provided that this Agreement shall renew automatically for one year and shall continue to renew for one year terms thereafter unless first terminated by the Company or Independent Contractor with written notice to the other party at least thirty (30) days prior to such renewal date.

SECTION 11: TERMINATION

A. Notwithstanding anything herein to the contrary, the Company may terminate this Agreement with Independent Contractor at any time with or without cause by providing written notice of termination of the Agreement to Independent Contractor.

B. Termination of this Agreement shall be deemed "for cause" in the following circumstances: (i) an act of fraud, embezzlement, theft, or any other material violation of law by Independent Contractor that occurs during or in the course of Independent Contractor's provision of Services to the Company; (ii) intentional damage by Independent Contractor to the Company's assets; (iii) breach of Independent Contractor's obligations under this Agreement; (iv) intentional breach of any of the Company's policies; (v) the continued failure of Independent Contractor to substantially perform its duties under the Agreement (other than as a result of incapacity due to physical or mental illness); or (vi) conduct by Independent Contractor that is materially injurious to the Company, monetarily or otherwise. For Cause also includes untimely

or inaccurate reporting of bond powers to the Company; untimely or inaccurate accounting of the payment due the Company under Sections 2(A) and 2(C); failure or untimely payment due the Company under Sections 2(A) and 2(C); the discharge in bankruptcy of any payment due the Company under Sections 2(A) and 2(C); the failure of Independent Contractor to timely indemnify or advance the Company its legal fees and costs; or the failure of Independent Contractor to timely pay any bond forfeitures. Cause includes any of the above grounds regardless of whether the company learns of it before or after termination of the Agreement.

C. Should the Company terminate this Agreement “for cause,” Independent Contractor shall owe the Company its monthly average over the prior twelve months as described and calculated in Sections 2(A) and 2(C) for the remainder of the existing term. For example, if Independent Contractor’s twelve month average payment due the Company under Sections 2(A) and 2(C) is \$5,000 and the Company terminates the Agreement “for cause” with four months remaining in the term, Independent Contractor shall owe the Company \$20,000 plus any legal fees or costs the Company incurs to collect this for cause payment.

D. This Agreement will automatically terminate upon Independent Contractor’s or its key employee’s death or disability that prevents Independent Contractor or its key employee from performing the Services under this Agreement, with or without reasonable accommodation. This Agreement will automatically terminate upon Independent Contractor’s assignment of this Agreement to a third-party without the Company’s prior approval and consent or Independent Contractor’s dissolution.

SECTION 12: NOTICE

A. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, when delivered by an express delivery service or courier service to the address listed below, or three (3) business days after it is mailed, certified, return receipt requested, postage prepaid:

If to Independent Contractor, addressed to:

Name _____
Address _____
Agency name _____

If to the Company, addressed to:

City Bonding INC. d/b/a Cleveland City Bonding
d/b/a under Spring Break® Bail Bonds federal trademark
159 Crocker Rd
Westlake, Ohio 44145

Any party hereto may, from time to time, by written notice to the other party, designate a different address which shall be substituted for the one specified above for such party.

SECTION 13: GENERAL TERMS

A. The LORAIN County Court of Common Pleas shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said court for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

B. Joint Preparation. This Agreement is deemed to have been prepared jointly by the parties and any uncertainty or ambiguity herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements

C. Judgment of the parties. By entering into this Agreement, the parties hereto rely solely upon their own judgment and belief, upon and after consultations with their legal counsel, as to the adequacy of the consideration paid, and that this Agreement is subscribed without reliance upon any statement or representation by the parties to each other.

D. Advice of Counsel. The parties, by freely affixing their signatures hereto, hereby represent and acknowledge that they have fully read and fully understood the foregoing Agreement and that, upon and after consultations with their legal counsel, they consent and voluntarily agree to each, every and all of its provisions.

E. Inurement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, successors, and assigns. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Ohio, without regard to the conflict of laws provisions thereof. In the event that any provision or clause hereof conflicts with applicable law, such conflict shall not affect any other provisions herein that can be given effect without the conflicting provision, and to this end and to this extent the provisions hereof are severable.

F. Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The parties agree that a signature sent by facsimile shall be deemed to be original signatures for all purposes in connection with this Agreement. The parties shall promptly forward original signatures to the other party following such facsimile.

G. Survival of Representations and Warranties. All agreements, obligations, warranties, representations and covenants under this Agreement and in any other documents executed or delivered pursuant to this Agreement or in connection with the transaction contemplated by this Agreement, shall survive the execution, delivery and performance of this Agreement.

H. The Company may freely assign this Agreement, in whole or in part. The Independent Contractor may not, without the written consent of the Company, assign, subcontract or delegate its obligations under this Agreement, except that the Independent Contractor may transfer the right only to receive any amounts which may be payable to it for performance under this Agreement, and then only after receipt by the Company of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

I. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

J. The parties agree that both parties shall retain the right to enforce any rights or claims for breach of this Agreement during or after its term or for breach of any provisions required to be performed by the Independent Contractor or the Company or its successor(s) and such rights shall survive termination of this Agreement and termination of the Agreement for any reason.

K. Complete Agreement. This Agreement contains the complete and entire understanding of the parties hereto relative to the subject matter hereof and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Modification of this Agreement shall be binding only if made in writing and signed by the parties to this Agreement.



City Bonding LLC

By: _____

Its: _____

Date: _____



Agent name or Agency Name

By: _____

Date: _____

Signature: _____

THANK YOU FOR CHOOSING OUR AGENCY:

City Bonding is Cleveland's premiere Bail Bonding Agency. We have over 20 years of bail and legal experience and are licensed through the Ohio Department of Insurance.

We service the City of Cleveland, Cuyahoga County and the surrounding area courts systems. We also provide nationwide service. Pay for bonds through our CASH APP! \$CityBonding On call 24/7.

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We are a leader in the field of training fugitive recovery agents and have done so since as early as 9/13/1994. We take pride in teaching new agents the business of surety bail bonds and fugitive recovery. Review SpringBreakBail.com for the latest pre-licensing details.

JOIN OUR ACTIVE WARRANTS™ FUGITIVE RECOVERY TEAM!

We provide state approved Bail Bondsman classes here at our Cleveland, OH location as well as online.

Become a Fugitive Recovery Agent© We provide training, best practices and certification. We have been lawfully licensed as a fugitive recovery agency since September 13th 1994!. Visit our Active Warrants™ Bail Jumpers™ youtube channel at: [Youtube.com/BailJumpers](https://www.youtube.com/BailJumpers) Remain Anonymous we pay for TIPS through our cash app \$ActiveWarrants Email your resumes to: CityBondingInc@gmail.com

