

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this _____ day of _____, 2008 (the “Effective Date”), by and between HM EVENTS MANAGEMENT, INC., a Florida corporation, with its principal place of business at 1213 Selbydon Way, Winter Garden, Florida 34787 (“Company”), and _____, whose address is _____, _____ (“Model”).

RECITALS

A. Company is engaged in the business of providing promotional models to assist its clients (“Client” or “Clients”) with the promotion and marketing of their products at various promotional events throughout the United States (the “Business”); and

B. Company desires to hire Model as a promotional model, and Model agrees to provide these services for the Company; and

Company and Model do hereby agree as follows:

1. **Statement of Engagement.** From time to time, COMPANY shall offer Model the opportunity to serve as a promotional model to be available for purposes of performing modeling services under this Agreement. The parties acknowledge that Model performs freelance modeling services for other companies and agrees to render such services to Company on a non-exclusive basis. Company shall issue to Model a purchase order for Model’s services when promotional events become available. The purchase order shall include the detailed requirement of the event and Model shall have the right to accept or reject any event at Model’s discretion. Model shall comply with all laws and ethical standards applicable to Company and its industry and shall perform the duties hereunder in a manner consistent with generally accepted procedures for promotional model professionals.

2. **Independent Contractor Relationship.** Model and Company agree that Model is an independent contractor of Company and not a servant, agent, or employee of Company. Model and Company agree Company will not treat Model as an employee for federal tax purposes and Company shall not withhold FICA or taxes of any kind from any payments which it owes to Model. None of the benefits provided by Company to its employees, including but not limited to salary, insurance, and employment insurance, are available to Model from Company.

3. **Duties.** Model agrees to conduct himself/herself with propriety and dignity, and to do nothing during an event or otherwise that may tend to injure the reputation and goodwill of Company or the Client, nor to do any act or thing which impairs Model’s capacity to at all times fully comply with the terms of this Agreement or Company’s capacity to fully comply with the terms of its promotional agreements with Company’s Clients. Model further agrees to abide by all standard rules and policies of Company with regard to dress code and behavior on promotions

and engagements. Company may immediately terminate this Agreement for breach of this paragraph.

4. **Compensation.** As compensation for performance of Model's duties, Model shall be paid an hourly rate in accordance with the terms of the purchase order issued to Model in connection with the event.

5. **Duration of Agreement.** The engagement of Model shall commence on the Effective Date of this Agreement and shall continue for one year. This Agreement may be immediately terminated by Company by giving notice to Model if Model willfully breaches or fails to perform the Duties to be performed hereunder or engages in any conduct which is dishonest or damages the reputation of Company. This Agreement may otherwise be terminated by either party upon thirty (30) days prior written notice. This Agreement shall automatically renew for successive one-year periods if not early terminated.

6. **Expenses.** Contractor shall pay all necessary expenses incurred in performing this Agreement. Company shall not be required to provide Contractor with an office nor shall Company be liable for any expenses incurred by Contractor, except for such expenses as may be approved, in advance and in writing, by COMPANY.

7. **Restrictive Covenants.** Model will not, during the term of this Agreement or after termination of this Agreement, directly or indirectly, either for himself/herself or for any other person, firm, or corporation, call upon, solicit, divert or take away, or attempt to solicit, divert, or take away, any of the Clients, employees, or known potential Clients of the Company.

8. **Grant of Rights and Release.**

(a) Model agrees that all photos, images and other media are the sole and exclusive property of the Company and Client. Company and Client may use and otherwise alter the images for all purposes and in any manner. Model irrevocably grants to Company and Client the right to use Model's image and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose. Model waives the right to inspect or approve versions of Model's image used for publication or the written copy that may be used in connection with the images.

(b) Model does hereby release Company and Client from any claims that may arise regarding the use of Model's image including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright. Company and Client are permitted, although not obligated, to include Model's name as a credit in connection with the image. This Section 8 shall survive the termination of this Agreement.

9. **Indemnification.** Model agrees to indemnify Company and Client and hold Company and Client harmless from all claims, demands, and liabilities, including costs and

attorneys' fees to which Company is subjected by reason of any act or omission by Model pursuant to this Agreement.

10. **Entire Agreement.** This Agreement contains the entire agreement and supercedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought.

11. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Orange County, Florida, shall be the proper venue for any litigation arising out of this Agreement.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2008.

MODEL:

COMPANY:

HM EVENTS MANAGEMENT, INC.

a Florida corporation

Name: _____

Name: _____

Printed Name: _____

By: _____

Its: _____