

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) is entered into between Xtreme Xperience, LLC, an Illinois limited liability company, whose address is 1454 West Willow Street, Chicago, Illinois 60642 (“Company”) and Driving Instructor, Guest Services Associate or other contracted position, whose address is _____ (“Contractor”), upon the following terms and conditions:

1. Term of Agreement/Services to be Rendered. Company hereby engages Contractor as an independent contractor to provide _____ services (the “Services”) to Company for the period beginning _____ and ending on _____ (“Term”). Contractor agrees to render such Services to Company for the duration of the Term. Any extension of the Term of this Agreement, must be agreed to by the parties in writing. Contractor agrees at all times to provide the Services in accordance with the Company’s policies and procedures and standards of the highest respect, timeliness and accuracy. Contractor further agrees not to engage in any act that could be of harm to the good reputation or image of the Company. Contractor has no authority and shall not hold himself out as having any authority to make any contract, agreement or representation or to assume, create or incur any other obligation or liability of any kind, express or implied, on behalf of the Company.
2. Fee. In consideration for the Services rendered by Contractor hereunder, Company will pay Contractor the pre-approved rate and shall be payable biweekly following services via check in U.S. Mail unless otherwise arranged.
3. Expenses. Company will reimburse Contractor for his pre-approved out-of-pocket business expenses.
4. Conflicts of Interest. During the term of this Agreement, Contractor will not undertake or enter into any agreement, assignment, project, or relationship which would interfere with the performance of his duties hereunder or otherwise create a conflict of interest between Contractor and the Company. Contractor represents that he has full authority to enter into this Agreement and perform all obligations hereunder and that neither this Agreement nor the performance of Contractor’s duties or services hereunder will be in violation of any other agreement or obligation of Contractor.
5. Termination. Should Contractor fail to perform his Services hereunder or otherwise breach this Agreement in any respect, Company shall have the immediate right to terminate this Agreement at any time with or without notice and without any further obligation to Contractor. Company shall also have the right to terminate this Agreement at any time for convenience upon five (5) days prior written notice to Contractor.
6. Independent Contractor. In the performance of the services, work, duties, and obligations set forth in this Agreement, Contractor is and will be at all times acting and performing as independent contractor. Contractor understands and agrees that he is not entitled to receive any employment compensation, commissions, or benefits under this Agreement except aforementioned contractor fee and expense reimbursement(s). As an independent contractor, Contractor agrees to be solely responsible for filing such tax returns and paying

such self-employment taxes as may be required by law or regulation. No withholding or payroll taxes will be paid by Company on behalf of Contractor, and Company will issue to Contractor a Form 1099 with respect to the fees paid to Contractor hereunder.

7. Miscellaneous and Liability

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois. The parties hereby subject themselves to the exclusive jurisdiction of Cook County, Illinois in all suits or other enforcement actions arising out of or related to this Agreement.

7.2 Severability/Waiver. The parties agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof. The failure of either party to insist on performance of any term or condition of this Agreement, or the waiver of any such term or condition, shall not be construed as a waiver of any other term or condition.

7.3 Waiver. Contractor fully understands (a) the services are dangerous and involves risks and damages of serious bodily injury, including, but not limited to permanent disability, paralysis, death and property damage (the “risks”); (b) these risks may be caused by contractor’s own actions or inactions, the actions of others participating in the events for which the services are provided, the rules of the events, the condition and layout of the premises and equipment for the events, or the negligence of the releases; and (c) there may be other risks not known or that are not readily foreseeable at the time and throughout the events. Contractor further understands the events for which the services are provided involve precision driving and high speeds and contractor hereby accepts and assumes all such risks, both known and unknown, and assumes all responsibility for losses, costs and/or damages following any such injury, property damage, disability, paralysis or even death, even if caused, in whole or in part, by the negligence of the releasees. As such, contractor hereby forever releases, discharges and covenants not to sue the track operators, track owners, car owners, car operators, sponsors, advertisers of the events, the company and each of their respective heirs, directors, officers, members, managers, shareholders, employees, agents, representatives, successors and assigns (collectively the “releasees”), from any and all liability that contractor, his or her personal representatives, heirs and next of kin may have against the releasees for any and all loss or damages, and any claim or demands therefore on account of injury to the person or personal property or resulting in death of contractor, whether caused by the negligence of the releasees or otherwise while contractor is providing the services for the event or as a spectator at the events.

7.4 Notwithstanding anything herein to the contrary, the Company hereby releases Contractor from any and all claims, liabilities or damages arising out of or related to the Services, except to the extent such claims, liabilities or damages is due to the negligence or willful misconduct of Contractor.

7.5 Notices. All notices and other communications hereunder shall be documented and

delivered via email.

- 7.6 Counterparts. This Agreement may be executed with counterpart signature pages or in two or more counterparts (including facsimile or electronic PDF transmission of such signature pages), all of which shall be considered one and the same agreement and each of which shall be deemed an original.
- 7.7 Assignment. This Agreement may not be assigned by Contractor, without the written consent of the Company, in its sole discretion.
- 7.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only with a written instrument duly executed by both of the parties hereto. No person has any authority to make any representation or promise on behalf of Contractor or Company that is not set forth herein, and Contractor and Company acknowledge that this Agreement has not been executed in reliance upon any representation or promise except those contained herein. Upon the termination or expiration of this Agreement, neither party shall have any duty or obligation to the other party except as provided for expressly herein.

WHEREFORE, the parties hereto have executed this Agreement as of the date first written above.

XTREME XPERIENCE LLC, an Illinois
limited liability company

By: _____

Title: _____

Name: _____