



FPA, Ltd. Technical Event Services Independent Contractor Agreement

This Technical Event Services Independent Contractor Agreement ("Agreement") is made and entered into by and between, _____ ("Contractor") and FPA, Ltd. DBA Fireworks Productions of Arizona ("FPA").

1. **Engagement of Technical Event Services.** Contractor will provide FPA with the following services:

Set Up, Display and Clean Up of Professional Grade 1.3G & 1.4G Fireworks Displays.

2. **Compensation.**

FPA shall pay Contractor a fixed fee to be determined on a per show basis as total compensation for each fireworks show worked. Payment shall be made as follows:

a. Shows worked between the dates of the 11th to 25th of the month will be paid on the following 1st of the month.

b. Shows worked between the dates of the 26th to 10th of the month will be paid on the following 16th of the month.

3. **Independent Contractor Relationship.** Contractor's relationship with FPA will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor will not be entitled under this Agreement to any of the benefits including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave. Because it is impossible for Contractor to obtain Workman Compensation Insurance for one day (Contract Term) and the cost of such insurance would be prohibitive, Contractor understands that should the occasion arise, they will be covered under the Workman's Compensation Laws of the State of Arizona. No part of Contractor's compensation will be subject to withholding by FPA for the payment of any social security, federal, state or any other employee payroll taxes. FPA will annually report amounts greater than \$600.00 paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law.

Contractor Relationship also includes:

- a) have the ability to accept or reject such assignments;
- b) have the right to perform technical event services for or through multiple entities; and
- c) are not otherwise employed by an entity that is contracted to provide technical event production services to the entity that is coordinating, organizing or sponsoring the conference, convention, trade show or corporate, business, professional, charitable or nonprofit organization event or similar event.
- d) agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.
- e) agrees to perform the services required by this Agreement at a predetermined location and at such times as FPA shall determine.
- f) agrees that FPA and an individual providing technical event production services may choose to engage in an employment relationship.

4. **Contract Term.** Contract term is per show, generally lasting one (1) day.

Agreed to this ___ day of _____, 20___.

FPA

Contractor

A handwritten signature in black ink that reads "Lori Welty".

FPA, Ltd.

DBA Fireworks Productions of Arizona

Print Name