

**RWL COMMUNICATIONS, INC.**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between RWL Communications, Inc of Sarasota, Florida, hereinafter referred to as "CONTRACTOR", and \_\_\_\_\_, hereinafter referred to as INDEPENDENT CONTRACTOR, shall bind contractually the two parties for a period as long as work is performed or until termination of this Agreement is made in writing.

**WITNESSETH:**

WHEREAS, CONTRACTOR has previously entered into a contract, hereinafter referred to as the Original Contract, with a System Owner or Cable company, for the installation and/or construction of a cable television system, high speed internet system, voice over internet system and other subscriber services, which includes the work to be performed under this Agreement, and

WHEREAS INDEPENDENT CONTRACTOR is competent and willing to provide the services required to be completed under the terms of this Agreement, and desires to enter into this Agreement with the Contractor pursuant to the terms hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the parties hereto, intending to be legally bound, do mutually agree as follows:

1. **Statement of Work.** The Work to be performed by the INDEPENDENT CONTRACTOR hereunder shall consist of the installation and/or connection of cable television, high speed internet, voice over internet system and other subscriber services to and within the subscriber's residence, business, or other location of usage, and / or at any plant or other location of any customer or client of the CONTRACTOR, as may be required, in accordance with the Installation Specifications set forth in a Work Order or "Job Specification" and meet all local and state codes as well as National Electrical Code (NEC) grounding procedures.

INDEPENDENT CONTRACTOR agrees to do all things necessary for, or incidental to, performance of the Work as hereinafter set forth:

(a) INDEPENDENT CONTRACTOR warrants that it is familiar with the work to be performed as outlined in the statement of work and with the drop installation specifications, as provided by the CONTRACTOR, and

(b) INDEPENDENT CONTRACTOR agrees to distribute any literature or premiums to subscribers as provided by System Owner.

2. **Price, Payment and Progress Payments.**

(a) CONTRACTOR shall pay for completed Work on a Per Job basis pursuant to a Work Order or provided to INDEPENDENT CONTRACTOR by System Owner designating each subscriber address or other location description where the work is to be performed. CONTRACTOR has complete control pertaining to all billings to INDEPENDENT CONTRACTOR

(b) Each Work Order is to be paid at the rate as specified in the Price Schedule containing individual line items attached hereto as a part of this Agreement, if named, as Exhibit \_\_\_\_.

(c) Each line item or combination of line items thereof, that can be charged on a Work Order are at the sole discretion and determination conveyed verbally or otherwise by the System Owner to CONTRACTOR.

(i) INDEPENDENT CONTRACTOR will be paid from an invoice generated from a Weekly Production Report with each Weekly period ending on Sunday of each week, Payment of invoices shall not constitute acceptance of the Work performed.

(ii) CONTRACTOR shall have the right to inspect and review any Work covered by each such invoice, and, in the absence of any dispute between the parties with respect to the Work covered thereby, CONTRACTOR shall, within 30 days following each Weekly period, pay to the INDEPENDENT CONTRACTOR the amount thereof

(iii) All services provided or work performed pursuant to this Agreement shall be subject to final approval and acceptance of the System Owner or Cable Company, as the case may be.

(iv) When a System Owner or cable company charges CONTRACTOR on CONTRACTOR's invoice for unanticipated costs including but not exclusive to such items as premise damages, missing equipment, missed time frames, service calls, etc. said amount at the discretion CONTRACTOR may be charged back to INDEPENDENT CONTRACTOR. If such amounts are charged to the INDEPENDENT CONTRACTOR an administrative fee for handling the may be charged.

3. Duties of Independent Contractor. In addition to the Work described in Section 1 of this Agreement, Independent Contractor shall fully and faithfully perform the following duties and obligations hereunder:

(a) INDEPENDENT CONTRACTOR will, at all times, conduct its operations in such a manner that its actions or the actions of its employees, agents, and licensees will not jeopardize the CONTRACTOR of its relations with System Owner, public utility companies, or the general public and community in which the Work is to be performed. CONTRACTOR reserves the right to terminate the Agreement, without liability to CONTRACTOR, if INDEPENDENT CONTRACTOR operations are determined by CONTRACTOR or SYSTEM OWNER in good faith, to reflect negatively on CONTRACTOR'S public image.

(b) INDEPENDENT CONTRACTOR agrees that it shall provide proper identification for its employees, agents and licensees who have direct contact with the public or subscriber.

(c) INDEPENDENT CONTRACTOR shall cooperate with inspections by authorized employees, agents or representatives of CONTRACTOR or System Owner to determine when such inspections reveal any defects in workmanship and shall respond promptly and diligently so as to assure prompt correction of any problems found.

(d) CONTRACTOR shall in no way be liable as an employer to or on account of INDEPENDENT CONTRACTOR, or its employees, pursuant to, or as defined by the Unemployment Compensation Act of the State, and all similar acts of the State and National Government, and including all Social Security Acts; that the INDEPENDENT CONTRACTOR is responsible for conforming to said laws, rules and regulations. The INDEPENDENT CONTRACTOR hereby releases and indemnifies the CONTRACTOR from any and all liabilities under said laws.

(e) INDEPENDENT CONTRACTOR shall furnish and pay for any and all required federal, state and municipal taxes and licenses to perform the work in Section 1, of this contract and contained in the Work Order.

(f) INDEPENDENT CONTRACTOR agrees to promptly pay and discharge any Hens, claims, or charges filed or asserted by or on behalf of any employees, laborers, licensees, agents or the like, and to indemnify and hold CONTRACTOR harmless from any charge or claim, including, without limitation, reasonable attorney's fees. If any charge or claim is not paid or discharged, CONTRACTOR may, but shall not be obligated to, withhold payment in an amount equal to 1.5 times the total amount of any such lien, claim or charge until the same has been dismissed of record or satisfied, or alternatively, a lien claim may be discharged by direct payment from CONTRACTOR, and such payment may be set off against any funds held by CONTRACTOR or owed to INDEPENDENT CONTRACTOR. Further, INDEPENDENT CONTRACTOR agrees that in the event CONTRACTOR incurs any fine or penalty as a result of the performance of the INDEPENDENT CONTRACTOR under this Agreement, from any regulatory agency, customer, or client of the CONTRACTOR, then CONTRACTOR may withhold an appropriate amount from any sum which may be due and owing to the INDEPENDENT CONTRACTOR, to indemnify and reimburse CONTRACTOR for said fine or penalty. CONTRACTOR may also assess an administrative charge to the INDEPENDENT CONTRACTOR for the processing and handling of any such claim or penalty. Any such charge or assessment as set forth herein may occur at any time during the term of this Agreement, or may apply to the final payment as may be due to the INDEPENDENT CONTRACTOR for Work performed hereunder.

(g) To be bound by the terms of said Original Contract with CONTRACTOR in any way applicable to this Agreement.

(h) INDEPENDENT CONTRACTOR shall submit to CONTRACTOR, certificates evidencing that insurance of the types and amounts specified below have been obtained by the INDEPENDENT CONTRACTOR, and shall not proceed with any Work until such requirements are met to the satisfaction of the CONTRACTOR. All insurance carriers and/or companies must have an A.M. Best Rating of A-xiii or better and be admitted in the State in which the work is performed.

(i) General Liability Limits - \$1,000,000 per occurrence/\$2,000,000 aggregate including premises/operations and products/completed operations. The policy must include coverage for EXPLOSION, COLLAPSE & UNDERGROUND (XCU). The policy must include additional insurance endorsement **INCLUDING ONGOING & COMPLETED OPERATIONS** in favor of:

**RWL COMMUNICATIONS, INC.  
2001 LIMBUS AVENUE  
SARASOTA, FL 34243**

**Or on a Blanket Additional Insured Form INCLUDING ONGOING & COMPLETED OPERATIONS.**

(ii) Automobile Liability Limits - \$1,000,000 per occurrence including owned, hired, and non-owned coverage.

(iii) Umbrella Policy Limits - \$1,000,000 per occurrence/aggregate.

(iv) Worker's Compensation Insurance in compliance with the laws of the State in which work is performed, and with Employer's Liability Limits of \$500,000/\$500,000/\$500,000.

(v) All such certificates shall: (a) provide that said insurance will not be cancelled while the Work is in progress until at least thirty (30) days after written notice of such cancellation has been given to CONTRACTOR; (b) the coverage provided to CONTRACTOR shall continue in full force and effect under the policy by the Named Insured except with respect to nonpayment of premium. CONTRACTOR shall be named as additional insured under such policies; and (c) failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirement under this Agreement. All certificates of coverage, or waiver of coverage, as the case may be, shall apply to the INDEPENDENT CONTRACTOR, and its agents, employees, helpers or associates. No such party shall be allowed to commence any Work under this Agreement without a proper certificate of coverage, or appropriate waiver, as the case may be.

(vi) In the event the certificates described above certificates for General Liability are not provided by INDEPENDENT CONTRACTOR, CONTRACTOR may, at its discretion, (a) terminate the Agreement, or (b) offset such costs as determined by CONTRACTOR in its discretion on the INDEPENDENT CONTRACTOR'S invoices payable.

(vii) CONTRACTOR's remedies, when a breach of any part of the Agreement occurs, are not limited and will include all remedies at law and equity intended to correct, remove or lessen the breach, defect, or wrongful conduct type and amount of remedy will be determined at the discretion of the CONTRACTOR.

#### 4. Independent Contractor Warranties.

(a) INDEPENDENT CONTRACTOR hereby warrants and guarantees for one year, that all Work performed by it shall be in accordance with all applicable Installation Specifications and shall be free from defects in workmanship.

(b) INDEPENDENT CONTRACTOR further agrees, warrants and covenants that the Work will be performed in accordance with standard utility practices, and any applicable easement of right-of-way agreements, franchises and federal and state statutes and regulations including, without limitation, the rules and regulations of the Federal Communications Commission, the Public Utility Commission, the Occupational Safety and Health Act, (OSHA), and any applicable local ordinances or safety codes. If, in the course of completing the Work Performed, or any part thereof, it violates any such statute, INDEPENDENT CONTRACTOR agrees to indemnify and hold CONTRACTOR harmless from and against any claim, charge, cost, liability, or fine including, without limitation, reasonable attorneys' fees which may be imposed or suffered by CONTRACTOR as a consequence of such violation.

(c) INDEPENDENT CONTRACTOR hereby acknowledges that any and all installation materials and equipment provided by System Owner or CONTRACTOR remain at all times the property of System Owner or CONTRACTOR, and that diligent and reasonable care will be utilized in the use and implementation of said material and equipment.

(d) INDEPENDENT CONTRACTOR warrants that upon completion of any work, and upon final completion thereof, to clean up all refuse and rubbish, same caused by the INDEPENDENT CONTRACTOR, and to promptly remove all excess material, tools, structures, etc. which have been brought on the premises or erected by INDEPENDENT CONTRACTOR, and in the event of the failure of the INDEPENDENT CONTRACTOR to do so, may immediately clean up and restore the premises at the cost and expense of INDEPENDENT CONTRACTOR.

(e) INDEPENDENT CONTRACTOR shall indemnify and hold harmless, and at the CONTRACTOR'S election defend, the CONTRACTOR, the CONTRACTOR'S customers, affiliates, subsidiaries, and other predecessors and successors and each of their partners, officers, shareholders, directors, employees and agents from and against any and all claims, judgments, liabilities, damages, expenses, fines, losses, demands, actions, lawsuits, executions and costs (including but not limited to attorneys' fees and court costs) arising out of or in connection with any of the following: (i) the performance of the Work by INDEPENDENT CONTRACTOR or any agent, subcontractor, or employee or representative of INDEPENDENT CONTRACTOR; (ii) any breach of this Agreement by INDEPENDENT CONTRACTOR, (iii) the negligence or other wrongdoing on the part of INDEPENDENT CONTRACTOR or any employee, agent, servant, subcontractor or representative of INDEPENDENT CONTRACTOR or (iv) the conduct of INDEPENDENT CONTRACTOR'S business.

(f) INDEPENDENT CONTRACTOR agrees that if, in the CONTRACTOR'S discretion, a claim has been or will be made regarding the work performed by the INDEPENDENT CONTRACTOR in a specific amount or in any amount undetermined, that the CONTRACTOR may hold and retain any back payment, final payment or other amounts for a period of 90 days. CONTRACTOR agrees that if an undetermined claim has been made, or will be made, against the INDEPENDENT CONTRACTOR the CONTRACTOR may invoke this section.

#### 5. Default and Termination.

(a) If CONTRACTOR is reasonably dissatisfied with the day-to-day Work Performed by INDEPENDENT CONTRACTOR, CONTRACTOR reserves the right to suspend and halt further Work Performed until such time as any matters causing such suspension have been resolved to the reasonable satisfaction of the CONTRACTOR. Further, CONTRACTOR reserves the right, after reasonable determination, upon completion of the work or termination of this Agreement to offset from INDEPENDENT CONTRACTOR'S invoices any losses or shortages resulting therefrom.

(b) In the event INDEPENDENT CONTRACTOR fails to comply with the terms and conditions set forth herein, fails to perform all work or services in a good and acceptable manner, fails to operate in good faith, fails to correct any defective work, or fails to supply tools, labor or services as required herein, then CONTRACTOR, at its sole option, may notify INDEPENDENT CONTRACTOR of the discrepancy and allow INDEPENDENT CONTRACTOR five (5) days in which to cure the deficiency, or may elect to terminate this Agreement without further notice, retaining any payments due to INDEPENDENT CONTRACTOR, as liquidated damages.

(c) INDEPENDENT CONTRACTOR acknowledges that CONTRACTOR has a "zero tolerance" policy toward illegal drug usage, and the use of drugs or alcohol while performing services under this Agreement, and further agrees that INDEPENDENT CONTRACTOR shall not use or in any manner be under the influence of any drug, or alcohol, while performing services under this Agreement, Any violation of this provision shall be grounds for immediate termination of this Agreement.

(d) Notwithstanding any termination pursuant to this Section 5, INDEPENDENT CONTRACTOR'S warranty as set forth in Section 4 hereof shall continue in full force and effect with respect to all work performed by INDEPENDENT CONTRACTOR.

(e) CONTRACTOR, acknowledges that its failure to make Payment and Progress Payments in accordance with the provisions contained within may cause INDEPENDENT CONTRACTOR to suffer substantial direct, indirect, incidental or

consequential damages, and upon such failure, INDEPENDENT CONTRACTOR, in addition to other available remedies, may at its option declare this Agreement in default and terminate all work thereunder and collect the balance then due, subject to the completion of "clean-up" defects.

6. **Non-Compete, Restrictive Covenants, and Confidentiality Agreement**

(a) INDEPENDENT CONTRACTOR recognizes and acknowledges that the list of CONTRACTOR'S customers and clients, as it may exist from time to time, is a valuable, special and unique asset of CONTRACTOR'S business. Accordingly, the INDEPENDENT CONTRACTOR agrees that they will not, during the term of this Agreement, disclose the list of CONTRACTOR'S customers or clients or any part thereof to any other person, firm, corporation or any other entity for any reason or purpose whatsoever, or to utilize any such list for its own purposes, for any reason whatsoever, except as may be necessary in the performance of the scope of the INDEPENDENT CONTRACTOR'S association with CONTRACTOR.

(b) INDEPENDENT CONTRACTOR acknowledges that during the course of his Agreement with CONTRACTOR, he may become aware of or familiar with processes, formulae, procedures, information and materials which are essential to the business of CONTRACTOR, and which comprise confidential information and trade secrets of the CONTRACTOR (collectively called "Trade Secrets"). The term "Trade Secret" does not include any process, formula, procedure, information or material which is currently in the public domain or which hereafter becomes public knowledge in a way that does not involve a breach of an obligation of confidentiality. Notwithstanding the foregoing, INDEPENDENT CONTRACTOR acknowledges and agrees that any process, formula, procedure, information or material of which INDEPENDENT CONTRACTOR become aware during his Agreement with CONTRACTOR is presumed to be a Trade Secret unless the CONTRACTOR has advised INDEPENDENT CONTRACTOR in writing that it is not a Trade Secret. Further, INDEPENDENT CONTRACTOR specifically agrees that in consideration of the terms and conditions set forth herein, that at all times hereafter, either directly or indirectly, INDEPENDENT CONTRACTOR shall not and will not use or disclose to anyone any Trade Secret of which INDEPENDENT CONTRACTOR became aware during the term of; or as a result of, his performance under the terms of this Agreement.

(c) INDEPENDENT CONTRACTOR covenants and agrees that during term of this Agreement, the INDEPENDENT CONTRACTOR shall not, as an employee, employer, consultant, agent, independent contractor, principal, partner, stockholder, corporate officer, or director of any entity or person, or in any other individual capacity, (a) solicit the employees, representatives, agents or exclusive independent contractors of CONTRACTOR to leave the service of CONTRACTOR- or, (b) directly solicit, call upon, divert, take away, or attempt to take away, the business of any customer or client of CONTRACTOR, which relationship may have existed during the term of this Agreement, except as may be necessary in the performance of the scope of the INDEPENDENT CONTRACTOR'S association with the CONTRACTOR. Further, INDEPENDENT CONTRACTOR covenants and agrees that it shall not solicit or otherwise accept employment from any customer or client of CONTRACTOR which relationship may have existed during the term of this Agreement, within the geographical market area of CONTRACTOR. As used herein, the term "geographical market area" means within any county of the state where CONTRACTOR has provided services.

(d) The parties to the Agreement further agree that the existence of any claim or cause of action of the INDEPENDENT CONTRACTOR against CONTRACTOR, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the CONTRACTOR of this Agreement. In the event of a breach or threatened breach by the INDEPENDENT CONTRACTOR of the obligations of this Agreement, the INDEPENDENT CONTRACTOR acknowledges that the CONTRACTOR will not have an adequate remedy at law and shall be entitled to such equitable and injunctive relief as may be available to restrain the INDEPENDENT CONTRACTOR from the violation of the provisions of this Agreement. Nothing in this Agreement shall be construed as prohibiting the CONTRACTOR from pursuing any other remedies available for breach or threatened breach of this Agreement, including recovery of damages from the INDEPENDENT CONTRACTOR. Further, the parties to this Agreement mutually agree that any breach, or threatened breach, of this Agreement shall result in and will constitute an irreparable injury to CONTRACTOR.

7. **Arbitration.** Any controversy that shall be submitted to arbitration shall be determined and settled by an independent disinterested person [hereinafter "independent arbitrator"] mutually agreed to by the parties, and such independent arbitrator shall resolve the controversy.

a. **Selection of Arbitrator.** If the parties are unable to mutually agree upon an independent arbitrator within thirty (30) days, then each party shall appoint an independent arbitrator within thirty (30) days, and the said two (2) independent arbitrators shall appoint a third independent arbitrator within thirty (30) days, and the three (3) independent arbitrators will resolve the dispute in controversy by majority vote in accordance with the terms of Florida Statutes.

b. **Expenses.** The expenses of arbitration shall be shared equally by each party hereto, except that each party will pay the costs of its own legal counsel and all other incidental expenses.

c. **Results Binding.** The parties hereto agree to be bound by the results of the arbitration.

d. **Failure to Respond.** If one party has provided written notice to the other of a controversy and the other party does not respond to said notice in a timely, good-faith manner or participate in good faith in arbitration, nothing herein shall be construed to prevent the first party from filing a lawsuit regarding the alleged breach.

e. **Venue.** The place of arbitration shall be Pinellas County

**8. General Provisions.**

(a) The term of this Agreement shall be for the entire duration of the INDEPENDENT CONTRACTOR'S at-will association with CONTRACTOR, and thereafter, whether the INDEPENDENT CONTRACTOR'S association is terminated with or without cause, voluntarily or involuntarily, by either party, for a period of one (1) year after the date of termination of the association. Time is of the essence in this Agreement.

(b) This Agreement shall bind the heirs, executors, administrators, successors and assigns of the parties hereto and INDEPENDENT CONTRACTOR shall not assign any part of this Agreement without CONTRACTOR'S prior written consent.

(c) This Agreement represents and contains the total and complete understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings whether written or oral, pertaining thereto, and cannot be modified except by written instruments signed by the appropriate officers of the parties. Each of the parties acknowledges that no representation or promise not expressly contained in this Agreement has been made by either party or by an agent, employee or representatives thereof.

(d) If the INDEPENDENT CONTRACTOR is a corporation, this Agreement shall bind not only the corporation as an entity but also the principals of the corporation individually.

(e) Execution of any change to, or termination of, this Agreement on the part of CONTRACTOR may be caused only by the president or other authorized officers of the CONTRACTOR.

(f) This Agreement shall include all of the documents which are attached as Exhibits.

(g) This Agreement is non-exclusive.

(h) Either party may terminate this Agreement for any reason, or for no reason at all, upon written notice to the other.

If to INDEPENDENT CONTRACTOR, at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to CONTRACTOR, at the following address:

\_\_\_\_\_

RWL Communications, Inc.  
2001 Limbus Avenue  
Sarasota, 34243

IN WITNESS WHEREOF, the parties have executed multiple copies of this Agreement as of the date first above written.

CONTRACTOR :

RWL Communications, Inc.

BY: \_\_\_\_\_

TITLE:

**INDEPENDENT CONTRACTOR**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_