



Contractor Agreement

18701 Snohomish Ave
Snohomish, WA 98296

This is an Work for Hire agreement between Tom Astrof Construction, Inc., a Washington based corporation having its principal office in Everett, Wa (hereinafter "the Contractor"), and _____, an independent contractor whose tax ID number or SSN number is _____, and whose business is located in _____ (hereinafter "the Company.")

1. Purpose of Agreement

The purpose of this Agreement is to establish terms and conditions for services performed by the Contractor for the Company.

2. Scope of Agreement

This is a work for hire agreement. The Contractor shall perform the work which is specified in the attachment. This Agreement covers only the items that are described in this agreement. Any other items must be agreed in writing by both parties as extensions to this agreement. A schedule is attached to this agreement. Either party may propose changes to this agreement. If changes affect the schedule more than three days, a new schedule must be negotiated and agreed in writing by both parties.

3. Terms of Agreement

This Agreement begins on April 16th, 2004. This Agreement ends when all terms have been satisfied. Either the Company or the Contractor may terminate this Agreement at any time, with or without cause, by giving the other party forty-eight (48) hours written notice of termination. If termination is due to failure to perform, the other party has 48 hours to correct the failure. In the event of termination, paragraphs 6, 7, and 8 remain in effect unless termination of these is agreed in writing by the Company.

4. Compensation

The Contractor will bill the Company for the bid price of \$

The Contractor will invoice the Company every 2 weeks or upon completion of project.

The Company shall pay within 30 days after receiving an invoice from the Contractor. After thirty days, 1% interest per month will be added to any delinquent amount.

5. The Contractor Is an Independent Contractor

The Contractor is an independent contractor and is not an agent or employee of the Company. The Contractor will be responsible for determining the manner and means of fulfilling the contract and for all legal requirements applicable to independent contractors. The Contractor will maintain his or her own business operation. Neither the Contractor nor the Company intend to establish an employer-employee relationship and both parties agree that the Contractor is not an employee for state or federal tax purposes.

6. Confidentiality Requirement

For a period of one year, Contractor shall maintain as confidential and proprietary any information that the Company so identifies and any information that can reasonably be presumed to be such.

This obligation shall cease when such information becomes publicly available by the Company or rightful publication by others.

For the purpose of the Contractor's portfolio, the Contractor is permitted to have two copies of the Contractor's final product.

7. Assignment of Intellectual Property Rights

All rights, title, and interest in any intellectual property (conceived either individually or jointly), including any inventions, whether patentable or not, trademarks, or copyrights and which arise out of the Contractor's performance under this Agreement, are the property of the Company. Works of authorship created by the Contractor for the Company in the performance of this Agreement are "works made for hire" as defined under U.S. Copyright Law.

8. Warranty and Indemnification

The Contractor warrants that any work performed under this Agreement will be original, will not have been previously published in whole or in part, and will not have been previously assigned, licensed or otherwise encumbered. In performance of its obligations under this Agreement, the Contractor shall to the best of the Contractor's knowledge and ability avoid infringement of any patent, copyright, or trademark, or the disclosure of any trade secret or other confidential and proprietary property of any other third party. Even when permission has been obtained from the affected third party(ies), the Contractor agrees that it shall not knowingly furnish or use any such patented or copyrighted information or any such mask work or trademarks in the performance of this Agreement, nor shall the Contractor knowingly use the trade secrets or other confidential and proprietary information of the Contractor or others, without the prior written consent of the Company.

The Contractor shall indemnify the Company in the event of an infringement action by any third party against the Company arising out of the Contractor's willful use of any patents, copyrights, trademarks, trade secrets, or other confidential and proprietary information as determined by a court of competent jurisdiction Contractor and Company grant each other mutual waivers of incidental and consequential damages. In the event that a claim is unsuccessful, Contractor shall incur no liability.

The Contractor's liability shall not exceed the total amount of billing for this project.

9. Miscellaneous

The provisions of this Agreement shall be governed by the laws of the State of Washington, and all dispute resolution proceedings shall take place in the appropriate forum in Washington. All disputes and disagreements (except for matters for which injunctive relief is sought pending arbitration) shall be resolved by binding arbitration before a single arbitrator in Washington in accordance with the Rules of the American Arbitration Association.

10. Attachments

The Contractor shall perform the following: _____

This Agreement sets forth the entire understanding of the parties.

Contractor

Customer

Name (Please print)

Name (Please print)

Date

Date