

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into as of June 10, 2015 between **Cincinnati Development Fund**, an Ohio non-profit corporation ("CDF"), and XXX ("Contractor").

WITNESSETH:

WHEREAS, CDF desires to retain the services of Contractor in order to assist pavement painting project at Gabriel's Place with Children's Hospital and University of Cincinnati Health in connection with Art on the Streets, an Ohio non-profit corporation ("Art on the Streets") for which CDF is the fiscal sponsor.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and promises of the parties set forth herein, the parties agree as follows:

Duties of Contractor. CDF hereby retains Contractor for assistance with Paint the Pavement initiative at Gabriel's Place, including community engagement for artist inspiration, design development, day of event painting, chalking, and management. "Services").

Contractor shall devote such time and attention to the aforementioned duties as requested by CDF, from time to time. Contractor hereby represents, warrants and agrees that (i) it will comply with all applicable laws and is not prohibited from performing the Services or its other obligations under this Agreement by any other agreement, and (ii) it will provide the Services in a professional and workmanlike manner.

1. Term. The term of this Agreement shall commence on the date first written above and shall continue for a term of one month, unless sooner terminated as provided in Section 6 hereof (the "Term").

2. Independent Contractor Fee. During the term of this Agreement, as full compensation for the Services, CDF shall pay Contractor the sum of **\$XXX upon signing and \$XXX upon completion** (the "Independent Contractor Fee"). Contractor hereby acknowledges and agrees that the Independent Contractor Fee shall be Contractor's only compensation from CDF in connection with Contractor's performance under this Agreement. CDF shall pay Contractor for the Services within thirty (30) days of performance of the Services.

3. Independent Contractor. Contractor is engaged by CDF only for the purposes and to the extent set forth in this Agreement and, accordingly, Contractor shall function as an independent contractor and not as an employee or agent of CDF. Nothing in this Agreement shall be considered or construed to create the relationship of employer-employee or principal-agent between CDF

and Contractor. Contractor shall be solely and unconditionally responsible for any and all local, state and federal income taxes, social security withholding taxes and any other tax obligation relating to the income which Contractor may derive from this Agreement. CDF and Contractor shall report any and all payments made by CDF pursuant to this Agreement to the appropriate governmental agencies in a manner consistent with Contractor's status as an independent contractor. Contractor's performance hereunder shall not qualify Contractor for participation in any plan, arrangement or distribution by CDF pertaining to, or in connection with, any pension, stock, bonus, profit sharing, welfare or similar benefit plan, if any, offered by CDF to its employees, officers, members or owners. Contractor shall have no right or power to enter into any contract, agreement or commitment, whether written or oral, on behalf of CDF.

4. Expenses of Contractor. Contractor shall be solely responsible for paying all of his costs and expenses associated with the Services, this Agreement and Contractor's performance hereunder.

5. Termination. CDF may terminate this Agreement at any time, without cause, without prior notice to Contractor. Upon termination of this Agreement, Contractor shall be entitled only to any Independent Contractor Fee earned but not yet paid by CDF through the effective date of termination.

6. Indemnification and Limitation of Damages.

6.1 Contractor agrees to indemnify, hold harmless, and defend CDF from and against any and all judgments, liabilities, damages, losses, expenses, and costs (including, but not limited to, court costs and reasonable attorney fees) incurred by CDF which relate to: (i) Contractor's acts, willful misconduct or negligence in connection with this Agreement; or (ii) any accident, injury, or damage caused to any person or to the property of any person during the performance of Services hereunder.

6.2 IN NO EVENT WILL CDF HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CDF'S ENTIRE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER FOR TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE INDEPENDENT CONTRACTOR FEE.

7. General Provisions.

7.1 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof. Any modification of this Agreement will be effective only if such modification is in

writing signed by the party against whom enforcement of such modification is sought.

7.2 Partial Invalidity. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7.4 Assignment. Contractor acknowledges and represents that performance to be rendered by it pursuant to this Agreement are unique and personal. Accordingly, Contractor shall not assign this Agreement or any of its rights hereunder or delegate any of its duties or obligations hereunder. The rights and obligations of CDF under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of CDF.

7.5 Intellectual Property. All works of authorship or other intellectual property that fall within the scope of this Agreement and within the scope of responsibility of Consultant shall be owned by Art on the Streets. Accordingly, Consultant shall assign and hereby assigns to Art on the Streets all rights including but not limited to any and all copyright rights in any and all materials and products prepared by Consultant during the term of this Agreement that relate to the business of Art on the Streets, or to Art on the Street's actual or anticipated research or development, or that were prepared with equipment, supplies, facilities, know-how or Confidential Information of CDF or Art on the Streets.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:

By: _____

Name: XXX

Mailing Address:

CDF OF CINCINNATI

By: _____

Name: _____

Title: _____