



INDEPENDENT CONTRACTOR AGREEMENT AND RELEASE FORM

This Agreement is made effective as of _____, by and between David Choate Productions ("DCP"), with its principal place of business in the State of Ohio, and _____ ("Contractor").

1. Independent Contractor Status: The Contractor acknowledges and agrees that they are being engaged as an independent contractor and not as an employee, partner, or agent of DCP. The Contractor shall be solely responsible for all federal, state, and local tax filings, payments, and obligations, including but not limited to income tax, self-employment tax, and any other applicable taxes or fees under the laws of their state.

2. Physical Fitness and Capability: The Contractor affirms that they are physically fit and capable of performing the services and tasks requested by DCP. The Contractor agrees to assume all risks associated with their participation in DCP projects and holds harmless DCP, its affiliates, employees, and partners from any claims, damages, or liabilities arising from injury, illness, or accidents incurred during the performance of contracted work.

3. Hold Harmless and Indemnification: The Contractor agrees to indemnify and hold harmless DCP, its officers, directors, employees, agents, affiliates, and partners from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the Contractor's work with DCP.

4. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

5. Arbitration Clause: Any disputes or claims arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall take place in Hamilton County, Ohio. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each party shall bear its own costs and expenses, including legal fees, associated with arbitration.

6. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

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

David Choate Productions
By: _____
Name: David Choate

Contractor
By: _____
Name: _____



Title: Founder & Executive Director

Date: _____

Date: _____