



## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) for investigative and surveillance services is made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_ (the “Effective Date”), by and between COPPINS INVESTIGATIVE GROUP, INC., an Indiana corporation (“Contractor”) and \_\_\_\_\_ (“Client”).

### **RECITALS**

WHEREAS, the Contractor has specialized knowledge, skills, and experience in the area of, among other things, investigative and surveillance services; and

WHEREAS, Client is interested in retaining the Contractor as an independent contractor to perform the services described below, and to define the expectations and obligations of each of the Parties.

1. NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

### **TERMS**

2. **Services.** The Contractor agrees to perform services as set forth on Exhibit A attached thereto and incorporated herein on behalf of Client (the “Services”).

3. **Term.** This Agreement shall commence on the Effective Date and shall continue until terminated in writing by either Client or the Contractor.

4. **Payment.** Client shall pay Contractor in accordance with the schedule set forth on Exhibit B attached hereto and incorporated herein.

5. **Relationship.**

A. *Independent Contractor.* The Contractor shall serve as an independent contractor to Client, and is free to use whatever employees or agents it selects to perform the Services identified herein, so long as the Services are performed in accordance with the terms of this Agreement. Nothing in this Agreement will create or imply an employment or agency relationship between Client and Contractor, nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties.

B. *Tools & Equipment.* The Contractor shall provide all tools and equipment necessary to perform the Services it is retained to provide Client.

C. Freedom to Contract. Nothing in this Agreement shall serve to prevent or limit the Contractor from performing services for any other entity or individual during the terms of this Agreement, provided that such services do not interfere with the quality or timeliness of Services the Contractor provides to Client.

D. Service Results. The Contractor shall use its best efforts to provide results satisfactory to Client. Client acknowledges and agrees that payments to Contractor will be based on work undertaken and performed on behalf of Client, not results obtained.

E. Compliance with Laws. It is the Contractor's sole and exclusive responsibility to ensure the Contractor's (and its employees and agents) compliance with any and all applicable federal, state, or local laws, regulations or ordinances.

6. **Confidentiality.** The Contractor acknowledges the existence of a confidential relationship with Client, and that information which the Contractor has received from Client as of the date hereof or may receive in the future from Client, or which the Contractor has received prior to the date hereof, contains non-public or confidential information of Client, the disclosure or use of which could be damaging to Client ("Confidential Information"). Accordingly, the Contractor agrees to keep all Confidential Information to which it has access confidential, and that it will not reproduce, copy or use such information except in connection with the Services for Client.

7. **Indemnification.**

A. Indemnification by Client. Client hereby agrees to indemnify, defend and hold Contractor harmless against any and all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, arising from: (i) breach of any representation, warranty or covenant hereunder, or any other failure to perform its obligations hereunder or (ii) claims resulting from Contractor's use of Confidential Information in performance of its Services for Client. Client agrees and warrants that all provisions in this Section 7A shall be broadly and liberally construed in favor of Contractor to assure that, except as otherwise provided herein, Contractor never becomes obliged to pay anything to anyone as a result of any damages, claims, liabilities, losses and other expenses described in this Section 7A, and that Contractor is fully protected, in connection with or against all matters directly or indirectly related to or arising out of Contractor's use of the Confidential Information.

B. Indemnification by Contractor. Contractor hereby agrees to indemnify, defend and hold Client harmless against any and all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, arising from: (i) breach of any representation, warranty or covenant hereunder, or any other failure to perform its obligations hereunder, or (ii) violation of any laws.

C. Reasonableness. Contractor and Client acknowledge that the provisions of this Section 7 are reasonable and necessary for the protection of both Client and Contractor and either may be irrevocably damaged if these provisions are not specifically enforced. Accordingly, the Parties agrees that, in addition to any other relief or remedies available, either Party shall be entitled to seek and obtain an appropriate injunction or other equitable remedy for

the purposes of restraining the other Party from any actual or threatened breach of or otherwise enforcing these provisions. If any provision of this Section is deemed invalid or unenforceable, such provision shall be deemed modified and limited to the extent necessary to make it valid and enforceable.

8. **Termination.** Either Party may terminate this Agreement without cause by giving the other Party written notice.

9. **Entire Agreement.** The terms of this Agreement are intended by the Parties as a complete, exclusive and final expression of their agreement with respect to such terms. This Agreement may be altered or modified only by a writing signed by the Parties hereto.

10. **Severability.** The provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. **Applicable Law.** This Agreement shall be governed by the laws of the State of Indiana.

**IN WITNESS WHEREOF**, the parties have executed this Independent Contractor Agreement effective as of the date first written above.

**CONTRACTOR**

**CLIENT**

\_\_\_\_\_  
Coppins Investigative Group, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:

Address:

Coppins Investigative Group, Inc.  
P.O. Box 6102  
South Bend, IN 4660

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

**EXHIBIT A**

**Services**

**EXHIBIT B**

**Payment**