

INDEPENDENT CONTRACTOR APPLICATION & AGREEMENT (SALES POSITION)

Last Name:		First Name:		Phone:	
Email:					
Address:					
City:		State:		Zip:	
Social Security #:				Are you over 21?	
Can you provide proof of auto insurance?					
Can you provide proof of US citizenship?					
How many hours per week would you like to work?					
Are you willing to work weekends?					
List any times between 8AM and 6PM that you are NOT available to work: Monday: Tuesday: Wednesday: Thursday: Friday:					

An in-depth background check will be performed including a criminal, licensure, insurance, bonding, DMV, etc. Please initial that you accept that ON THE GO 4 U, LLC will perform this action. _____

Have you ever been convicted of a crime (misdemeanor/felony) other than a traffic violation? _____
 If yes, please provide written explanation on separate page.

Please provide a brief statement about why you would like to be an Independent Contractor for ON THE GO 4 U, LLC and why you feel that you would benefit the business as a sales professional.

EMPLOYMENT HISTORY (Attach Resume):

Company Name:	May We Contact Employer?	Telephone:
Address:	Employment Dates (From/To)	
Supervisor:	Pay Rate:	
Job Title/Duties	Reason for Leaving:	

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Job Title/Duties	Reason for Leaving:	

EDUCATION: (Check all those completed)

- High School
- Undergraduate College/University
- Graduate School
- Other _____

Additional Training (Include any certifications/licenses, continuing education courses, specialized training)

Computer Training (List any applications with which you have proficiency)

PROFESSIONAL REFERENCES:

Name:	Telephone:
Company:	Job Title/Occupation:

Name:	Telephone:
Company:	Job Title/Occupation:

Name:	Telephone:
Company:	Job Title/Occupation:

Independent Contractor Acknowledgment

The individual named below hereby agrees to provide services for ON THE GO 4 U, LLC (ON THE GO 4 U) as an Independent Contractor and not as an employee. By initialing and dating below, the individual, hereinafter "Independent Contractor", acknowledges and accepts that all work provided to ON THE GO 4 U will be performed in the capacity as an independent contractor and subject to the following terms and restrictions:

Independent Contractor Status

As an Independent Contractor, you commit to ON THE GO 4 U while being paid for a task. This means complete dedication to the job at that time. Our clients expect nothing less than top notch service. While family needs are important to us, the client has to come first with this business. We cannot allow children or other adults not subject to this agreement to accompany ICs on tasks for any reason at any time.

ON THE GO 4 U will not maintain direct supervision or control over the acts of the Independent Contractor taken in furtherance of the contracted services. Therefore, the Independent Contractor at all times retains the absolute right to control and perform the contracted services by his/her own method and manner. The Independent Contractor is responsible for transportation to and from the assignment and is not acting in the course of the assignment during such transportation. The Independent Contractor will only receive payment for any purchases made for the client and/or any other flat fee agreed upon by both parties pursuant to the contracted engagement, and will not be reimbursed for any additional and extraneous expenses (e.g. transportation and time spent).

The Independent Contractor is in no respect an agent, employee, or legal representative of ON THE GO 4 U and shall have no power to bind ON THE GO 4 U or to assume or create any obligations on behalf or in the name of ON THE GO 4 U. ON THE GO 4 U will not treat the Independent Contractor as an employee for any purpose, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Act, income tax, workers' compensation, unemployment, insurance, or pension or profit sharing plans. The Independent Contractor shall be solely responsible for, and pay, all self-employment, income, and other taxes due on account of the Independent Contractor's relationship with ON THE GO 4 U.

Fees:

The Independent Contractor will be paid an hourly wage by the task. The hourly rate will be indicated on each task and the Independent Contractor has the right to accept or reject a task on this basis. A time sheet must be completed and transmitted by the 15th and 30th of each month. Independent Contractors will be paid on the 16th for timesheets due the 15th and the 1st of the next month for those due on the 30th. Timesheets must be emailed to busyb@onthego4u.net or faxed to 703-738-7656. Timesheets should not be mailed. Any timesheet received late will be paid on the next pay cycle.

Releases

The Independent Contractor hereby releases ON THE GO 4 U from and against all claims, suits, and actions based upon any personal injury, illness, death, property damage, or any other loss sustained by the Independent Contractor as a direct or indirect result of the connection with his/her contracted services rendered

to ON THE GO 4 U, such connection shall include but not be limited to the following: transportation to and from the assignment, and negligent or intentional acts or omissions attributable to the assigned business. The Independent Contractor shall defend, indemnify, and hold ON THE GO 4 U harmless from and against all claims, suits, actions, general and special damages, costs (including attorney fees), and expenses, including but not limited to any personal injury, death, or property damage, resulting in whole or in part from the breach by the Independent Contractor of any of his/her obligations hereunder or from any negligent or intentional act or omission attributable to the Independent Contractor or any of his/her agents, assistants, or employees.

Retained Confidences/Non-compete

The Independent Contractor shall hold confidential all information pertaining to ON THE GO 4 U's client(s) obtained by the Independent Contractor through his/her work with ON THE GO 4 U. The Independent Contractor shall not communicate any such information to any other person, company, or entity other than ON THE GO 4 U.

Furthermore, the Independent Contractor may not use information gained from assignments or clients for ON THE GO 4 U to further his/her own career in the field of personal shopping and concierge services for a term of one year after terminating the relationship with ON THE GO 4 U. For a period of one year after separation, the Independent Contractor will not, directly or indirectly solicit business of any client of ON THE GO 4 U or any prospective client with whom ON THE GO 4 U is in negotiations at the time of the separation.

The Independent Contractor agrees that at no time during or after his tenure with ON THE GO 4 U shall he/she, directly or indirectly, reveal, copy, divulge, transfer, or use for the benefit of any person or entity other than ON THE GO 4 U any of ON THE GO 4 U's confidential or trade secret information.

"Confidential or trade secret information" as used in this clause shall mean information of ON THE GO 4 U's which is not generally known outside of ON THE GO 4 U and shall include, but not be limited to, confidential business processes, designs, formula, privileged legal information, software, pricing, and customer identities.

Term

The Independent Contractor agrees that the terms and restrictions of this agreement shall remain in effect for the duration of any assignment from the date of this agreement and shall apply to and be effective throughout the duration of any and all future assignments for ON THE GO 4 U without the necessity of re-signing this acknowledgment form.

Governing Law

The Independent Contractor agrees that the terms of this agreement will be governed by the laws of the Commonwealth of Virginia and agrees that the exclusive forum for any litigation hereunder shall be the courts of Virginia, federal or state as appropriate.

Please initial each paragraph after reading and complete the section below:

Printed Name:

Signature:

Date: