

Independent Contractor Attorney Agreement

By registering with MMC and/or confirming an MMC request for coverage/order you agree to this Agreement in its entirety and agree to be bound by the terms and condition contained herein.

WHEREAS, MMC is in the business of providing Coverage Attorneys for clients of MMC (“Clients”) to cover court hearings, mediations, and other related proceedings;

WHEREAS, Coverage Attorney desires to perform services as an independent contractor for MMC pursuant to the terms and conditions of this Agreement and MMC agrees to compensate Coverage Attorney pursuant to the schedule attached hereto; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMC and Coverage Attorney hereby agree as follows:

1. Ethical Obligations of Coverage Attorney

Coverage Attorney recognizes and agrees that he or she is held to ALL professional standards of conduct prescribed by the respective State Bar and expressly acknowledges he or she has read and understands his or her obligations regarding all such Rules including, but not limited to:

- A. Confidentiality
- B. Conflict of Interest, Current Clients
- C. Conflicts of Interest, Previous Clients
- D. Competency

2. Obligations of MMC

MMC does not and will not control the Coverage Attorney’s exercise of independent professional judgment in rendering services and will in no way interfere with the attorney-client relationship.

3. Services

- A. MMC hereby engages Coverage Attorney as an independent contractor of MMC pursuant to the provisions of this Agreement. MMC shall offer the services of Coverage Attorney to certain Clients of MMC in return for the payment of certain sums agreed upon in writing between all parties. Coverage Attorney agrees to promptly go for interviews at the offices of any Client of MMC at such times as Client shall direct, or to report to the appropriate court house, law firm, or other meeting place as Client shall direct. In the event MMC notifies Coverage Attorney that a Client has agreed to accept Coverage Attorney to perform a task or a series of tasks, Coverage Attorney agrees to report for work at such time and for such hours as shall be specified by any Client, to perform such legal services as the Client shall direct to the best of Coverage Attorney’s ability, to follow all direction given by the Client in connection therewith, to communicate directly with the Client regarding only the specific task assigned, and to conform to all of the Client’s office, litigation and court room procedures and policies. Coverage Attorney agrees not to accept other engagements during the term of this Agreement which would conflict with, preclude, or inhibit in any manner the ability of Coverage Attorney to provide the services contemplated by the Agreement. Coverage Attorney acknowledges and agrees that for all purposes Coverage Attorney shall be an independent contractor of MMC and that the Client, and not MMC, shall direct Coverage Attorney in all aspects of Coverage Attorney’s performance of legal services on its behalf. Coverage Attorney agrees to comply with all written policies and procedures for Coverage Attorneys which may be established and revised from time to time by MMC or its clients and which may be provided to Coverage Attorney. Coverage Attorney acknowledges and agrees that there is no assurance that MMC will succeed in placing Coverage Attorney with any Client or for any minimum number of hours or number of assignments of any week or month during the term of this Agreement.
- B. The Coverage Attorney agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Coverage Attorney is not authorized to enter into or commit MMC or its clients to any agreements, and the Coverage Attorney shall not represent itself as the agent or legal representative of MMC. In no event shall MMC have any responsibility for paying Coverage Attorney any health insurance, fringe benefits, pension plans, paid vacation time, paid holidays or paid sick leave or death benefits for Coverage Attorney, it being understood and agreed that Coverage Attorney is an independent contractor for all purposes.

- C. MMC shall not be liable for taxes, worker's compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Coverage Attorney in performing Services under this Agreement. All such costs and liabilities shall be Coverage Attorney's responsibility and Coverage Attorney shall indemnify and hold MMC harmless for same.
- D. Coverage Attorney agrees to forego compensation for matters unpaid should the conduct of Coverage Attorney cause MyMotionCalendar.com to suspend or terminate this Agreement.
- E. **Coverage Attorney MAY NOT assign or subcontract to any 3rd party the performance of the services or the responsibilities and obligations agreed upon between Coverage Attorney and MMC.**

4. Term

This Agreement is effective for one (1) year after the date of execution by both parties or the date of Coverage Attorney's last performance for a Client of MMC, whichever is later, and the obligations relating to the non-solicitation and non-circumvention of MMC clients, as well as other obligations defined herein, shall survive the termination of this Agreement. This Agreement shall automatically be extended from year to year unless terminated by either party with sixty (60) days notice prior to the end of that current term. Either party may terminate this Agreement any time upon written notice to the other party, effective upon receipt.

5. Verification of Credentials

Coverage Attorney hereby represents and warrants to MMC and to the Clients that the specifics of the resume and other employment, education and bar admission information as provided by Coverage Attorney to MMC is complete and accurate in all respects and constitutes a material portion of the inducement to MMC to enter into this Agreement and will be a material element of the inducement to Clients to agree to engage the services of Coverage Attorney. Coverage Attorney agrees to indemnify and hold MMC harmless from all claims alleged against or damages suffered by MMC which are attributable in part or in whole to any omissions or inaccuracies as contained in any such information.

Coverage Attorney represents and warrants that he or she is eligible to practice law and is in good standing with the respective state Bar in which he or she intends to practice. In the event Coverage Attorney is sanctioned, reprimanded, or in any way disciplined by any state Bar association or becomes ineligible to practice law for any reason he or she agrees to immediately notify MMC and not to accept or perform any additional work for MMC or MMC's clients

6. Conflict of Interest

Coverage Attorney recognizes that MMC has limited means of determining whether Coverage Attorney shall have a conflict of interest with any client of the Client. Accordingly, Coverage Attorney assumes full responsibility for ensuring that Coverage Attorney has resolved with each Client prior to commencement of services on behalf of that Client, that the Coverage Attorney has no such conflict of interest. In the event Coverage Attorney has what either Coverage Attorney or any Client determines to be a conflict of interest with any client of that Client or with opposing counsel(s), Coverage Attorney agrees to provide no services on behalf of that Client, and any services provided prior to the time the Client and Coverage Attorney shall both have determined that there is such conflict shall not be compensable pursuant to this Agreement.

7. Notice of Dissatisfaction

In the event any Client notifies MMC of any dissatisfaction with the manner in which services are being provided by Coverage Attorney, MMC shall endeavor to advise Coverage Attorney of the substance of the Client's dissatisfaction. Coverage Attorney agrees to be promptly responsive to any such issues which are made known to Coverage Attorney, either by the Client or by MMC, and to assert a diligent effort to perform all services to the complete satisfaction of the Client. In the event Coverage Attorney is unsuccessful in providing a prompt resolution of any such problem in a manner which is completely satisfactory to the Client, in its sole discretion, Coverage Attorney recognizes that the Client has the right to summarily terminate the services of Coverage Attorney.

8. Compliance with Insurance and Bar Eligibility

Coverage Attorney shall carry the necessary professional liability insurance and provide a copy of said policy to MMC upon execution of this Agreement. Coverage Attorney must also provide re-confirmation of said policy upon its renewal.

Coverage Attorney must also provide proof of eligibility to practice law, that they are a member in good standing with the Bar and disclose if there are any sanctions or adverse actions pending or existing against

Coverage Attorney. It is Coverage Attorney's responsibility to inform MMC of any changes regarding the aforementioned requirements.

- 9. Limitation of Liability.** MMC will be responsible for any interruptions, delays or clear errors, arising from MMC's misfeasance or malfeasance. Coverage Attorney agrees that they and their insurance company shall be primarily liable for any errors, omissions, nonfeasance, misfeasance or malfeasance and any related damages that arise as a result of Coverage Attorneys action(s). MMC nor its insurance carrier shall have any liability for the misfeasance, malfeasance, negligence, and/or malpractice of Coverage Attorney in the course of performing tasks as directed by any Client and that the only insurance, if any, which shall cover any such misfeasance, malfeasance, negligence, and/or malpractice shall be the Coverage Attorney's professional liability insurance.

10. Additional Expenses

Neither MMC nor any Client shall have any responsibility to pay any expenses incurred by Coverage Attorney including, without limitation, automobile mileage or parking, transportation, lodging, meals or child care, except in specific instances where such reimbursements have been authorized in advance in writing by a Client. In no event shall Coverage Attorney have the authority to incur any expenses or obligations whatsoever on behalf of MMC or any Clients, and Coverage Attorney hereby indemnifies and agrees to hold MMC and the Clients on whose behalf Coverage Attorney is engaged harmless with regard to all claims which relate thereto.

11. Verification of Records/Rates

MMC shall endeavor to maintain accurate and complete records of all services performed by Coverage Attorney pursuant to this Agreement. Fees due and payable by MMC to Coverage Attorney shall be outlined in the attached schedule and shall be computed on the basis of actual hours worked or on a flat rate per matter (excluding travel, lunch and break time) by Coverage Attorney, at the fixed rate of \$_____ per matter or per hour (except that in certain instances MMC may request that Coverage Attorney agree to a different hourly rate, which shall be applicable only if Coverage Attorney approves the different rate, which shall be acknowledged in a letter from MMC to Coverage Attorney). The fixed hourly rate and flat rates (or any different rate approved by the Coverage Attorney) shall continue to be applicable unless and until this Agreement shall be amended in writing with the mutual concurrence of MMC and Coverage Attorney, in which event the rate (or any different rate approved by the Coverage Attorney) shall be adjusted to conform to that amendment.

12. Relationship with Coverage Attorney

All payments shall be made to Coverage Attorney once a month, on the last day of each month, for all services performed by Coverage Attorney through the week prior to the last week of the month. Direct deposit is available upon request. Coverage Attorney agrees to submit to MMC all reports and necessary information regarding all matters covered during that month and failure to provide the necessary information and reports may delay payments by up to four (4) weeks. Coverage Attorney must provide MMC with a 1099 and is solely responsible for the payment of all taxes and the filing of all taxes returns.

13. Rates

Coverage Attorney agrees that his or her rates under this Agreement are not to be negotiated or discussed by Coverage Attorney with any Clients or with any other persons, either during the term or following the termination of this Agreement.

14. Non-Solicitation and Non-Circumvent

- a) In no event shall Coverage Attorney seek any form of employment, whether full time, contract, temporary, consulting or otherwise, by any Client on whose behalf Coverage Attorney has provided services during the term of this Agreement or for a period of one (1) year from or after the termination of this Agreement or after the termination of MMC's services with such Client(s), whichever is longer, without first obtaining the prior written approval of MMC.
- b) In no event shall Coverage Attorney solicit any client represented by an MMC client for current or future business. The solicitation of an MMC's client will result in immediate termination of this agreement or a forfeiture of any fees owed Coverage Attorney.
- c) Coverage Attorney agrees that any Client introduced to Coverage Attorney by MMC shall be the independent contractor of MMC in all transactions between the parties to this Agreement. Coverage Attorney agrees that it shall not contact or do any business directly with any Client of MMC, although Coverage Attorney can contact a Client only to discuss the specific legal matter which requires the engagement of that Coverage Attorney. Coverage Attorney shall not in any way attempt to circumvent MMC by directly or indirectly, soliciting Client to become a consultant, employee, or independent

contractor of Client during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement.

- d) Any violation of this provision shall entitle MMC to seek immediate injunctive relief and any other remedies available under the law.

15. Equal Treatment of Coverage Attorneys

MMC shall not discriminate against any Coverage Attorney because of race, age, color, religion, disability, sex or national origin. MMC shall diligently endeavor to assure that applicants are treated fairly and during the underlying Agreement without regard to his or her race, age, color, religion, handicap, sex or national origin, but Coverage Attorney acknowledges and agrees that MMC shall have no control over the actions and/or relations of any Clients.

16. Notices

All notices hereunder shall be given in writing by U.S. Mail, by personal delivery, commercial overnight courier or facsimile, each of which shall be effective upon delivery thereof to the addressee or the rejection of the delivery thereof by the addressee, sent to the following addresses:

As to MMC:

My Motion Calendar
1001 W. Cypress Creek Road, Suite 407
Ft. Lauderdale, FL 33309
305-200-8682
Fax: 305-402-3744

As to Coverage Attorney:

Fax: ()

Or to such other address as either party shall theretofore have given the other proper notice.

- 17. Indemnification** The Coverage Attorney hereby indemnifies and holds harmless MMC, its subsidiaries, and affiliates, and their officers and employees, from any damages, errors, omissions, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services offered by MMC and/or performed by the Coverage Attorney hereunder, or any misfeasance, malfeasance, negligence, and/or malpractice, breach or alleged breach by Coverage Attorney of this Agreement, including the warranties set forth herein. If MMC is or becomes a named party, MMC may exercise control over the defense of, and any resolution or settlement relating to, such claim(s). The Coverage Attorney will cooperate with MMC and provide reasonable assistance in defending any such claim and reimburse MMC within ten (10) days of incurring any such Loss.

- 18. Confidentiality** Coverage Attorney may be exposed to confidential, privileged, and proprietary information of MMC and its Clients, whether or not so identified (including without limitation this Agreement). Coverage Attorney agrees to keep all such information confidential and privileged and will not disclose any such information to any other party. The Coverage Attorney shall not, without the prior written consent of MMC or its Clients, use MMC's or its Clients' name in any advertising or promotional literature or publish any articles relating to MMC or its Clients, this Agreement, or the Services and shall not otherwise refer to the retention of Coverage Attorney to render consulting services hereunder. This provision shall survive the termination of this Agreement for a period of two (2) years. Any violation of this provision shall entitle MMC to seek immediate injunctive relief and any other remedies available under the law.

19. Professional Conduct

Coverage Attorney understands they are still governed by the Rules of Professional Conduct of their state bar and any other rules regulating the practice of law.

20. Survival of Provisions

The provisions of Paragraphs 3, 7, 9, 11, 12 and 14, 15, 16 and 17, 18 shall survive any termination of this Agreement.

21. Miscellaneous

20.1 Nonexclusivity. The services provided by MMC to Coverage Attorney in connection with this Agreement are nonexclusive in nature and MMC may provide the same or similar services to other Coverage Attorneys or clients of MMC under terms and conditions as MMC in its sole discretion deems appropriate.

20.2 Lawful Purpose. The services furnished under this Agreement are subject to the conditions that they can be used only for lawful purposes.

20.3 Force Majeure. Neither MMC nor Coverage Attorney shall be responsible to the other for delays and/or failures in performance resulting from acts beyond their control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, firm communication line failures, power failures, earthquakes, or other disasters. Notwithstanding the foregoing, takeovers (hostile or otherwise), Mergers, or Acquisitions shall not be deemed force majeure events.

20.4 Nonwaiver. No covenant or condition of this Agreement can be waived except by the written consent of the other party. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party. Either party shall be entitled to invoke any remedy available to it under the Agreement whether by law or in equity despite such forbearance or indulgence. The waiver by either party of the breach of any terms of this Agreement by the other party shall not operate as or be construed to be a waiver of any subsequent breach by the other party.

20.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

20.6 Governing Law. This Agreement shall be governed by the laws of the State of Florida and the parties hereto agree that the venue for any litigation relating to this Agreement shall be proper only in a court located in Broward County, Florida.

20.7 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by Coverage Attorney hereto without the prior written consent of MMC. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither the terms of this Agreement nor any performance hereunder shall be construed to create any rights in any person other than the parties to this Agreement. Nothing shall prevent MMC from assigning this Agreement as it desires.

20.8 Attorneys Fees. The parties agree that any and all legal costs incurred as a result of a collections action or any dispute hereunder shall be the responsibility of the non-prevailing party.

20.9 Entire Agreement. It is agreed between parties that neither MMC nor Coverage Attorney has made any statements, promises or agreements verbally or in writing in conflict with the terms of this Agreement. Any and all representations by any party whether made by agents during negotiations prior to the execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon any of the parties hereto. It is further agreed that this Agreement, and any written Supplements, Addenda or Exhibits, contains the entire agreement between the parties and no rights are to be conferred upon either party until this Agreement has been fully executed.

Entered in this ___ day of _____, 2013.

“MMC”

“Coverage Attorney”

MyMotionCalendar.com

By: _____

Printed Name: _____

Its: _____