

# BetterPears Host Contract with Independent Contractor

**1. Names.** This agreement is between FugiCor, LLC doing business as BetterPears, Client, and \_\_\_\_\_, Contractor.

**2. Services to Be Performed.** Contractor agrees to perform the services described in Exhibit A “Fellowship Host Services”, which is attached to this Agreement.

**3. Time for Performance.** Contractor will perform the services according to the schedule described in Exhibit A “Fellowship Host Services”, which is attached to this Agreement.

**4. Payment.** Client will pay Contractor according to Exhibit B “Fellowship Contractor Payment,” which is attached to this Agreement.

**5. State and Federal Taxes.** Client will not:

- (a) withhold Social Security and Medicare taxes from Contractor’s payments or make such tax payments on Contractor’s behalf, or
- (b) withhold state or federal income tax from Contractor’s payments or make state or federal unemployment contributions on Contractor’s behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare, and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

**6. Fringe Benefits.** Neither Contractor nor Contractor’s employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

**7. Invoices.** Contractor will submit invoices to Client for all services performed.

**8. Independent Contractor Status.** The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services.

**9. Other Clients.** Contractor retains the right to perform services for other clients.

**10. Assistants.** Contractor, at Contractor’s expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them, including income, Social Security, and Medicare taxes, and unemployment contributions. Contractor will maintain workers’ compensation insurance for all of its employees.

## **11. Equipment and Supplies.**

Contractor will be responsible for all expenses required for the performance of the contractual services, except for the following, which will be paid for by Client:

Contractor user portal available at <https://BetterPears.StellarWebSystem.com>.

## **12. Disputes.**

**Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by:

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by:  
an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

**Attorneys' Fees.** If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

**13. Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**14. Successors and Assignees.** This agreement binds and benefits the heirs, successors, and assignees of the parties.

**15. Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

**16. Governing Law.** This agreement will be governed by and construed in accordance with the laws of the state of Oklahoma.

**17. Counterparts.** This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

**18. Modification.** This agreement may be modified only by a written agreement signed by all the parties.

**19. Waiver.** If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

**20. Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

### **Client**

Name of business: FugiCor, LLC,

an Oklahoma limited liability corporation doing business as BetterPears

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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### **Contractor**

Name of business: \_\_\_\_\_, \_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## **Exhibit A: Fellowship Host Services**

### **Application and Engagement for Individual Fellowships**

Contractor will apply to serve as guide for a proposed upcoming fellowship through the Contractor's user portal at <https://BetterPears.StellarWebSystems.com>. This application will be by the direct invitation of BetterPears and will define the **time, dates, venue address, and source reading** for the fellowship. Proposed fellowships must have all necessary contractor roles, i.e. guide, host and/or hospitality confirmed at least 21 days prior to the first session.

In the application, the Contractor will agree to the particular compensation schedule for the fellowship based on the number of contractor roles for the fellowship and total registration revenue from fellowship fellows ("participants"). The contractor agrees to be compensated for each engaged fellowship by a percentage of the total registration revenue tracked and published through the Contractor's user portal. This percentage will be clearly identified in the application.

In addition, the Contractor will be required to agree to a minimum registration revenue threshold ("MRRT") which will require a fellowship to be canceled if not met 60 hours prior to the first session start. The Contractor's MRRT may play a determining role in the decision to engage the Contractor should multiple contractors be invited to apply for particular fellowship roles. Additional determining factors in the selected engagement of contractors will be the feedback and ratings received from past fellowship fellows. As an independent contractor, engagement by the Client is always subject to severance and non-continuation.

### **Pre-Fellowship Communication**

Upon engagement for an individual fellowship, Contractor will communicate with registered fellows by email who request accessibility accommodations prior to the first session. These requests will be available to the Contractor via the user portal.

This communication will determine whether reasonable accommodations can be made for the fellow in the Contractor's venue. If accommodations cannot be made, the Contractor will notify the Client for the processing of the fellow's full refund.

If the Contractor becomes ill or is otherwise unable to perform the contracted service for one session or the entire fellowship, the Contractor must inform the Client, BetterPears, via email ([Jason@BetterPears.com](mailto:Jason@BetterPears.com)) as soon as this situation arises. It will remain the discretion of the Client as to the cancellation of the fellowship or the replacement of the Contractor(s) for the session or the entire remaining fellowship.

## **Fellowship Service**

The Contractor will provide a safe, comfortable, and hospitable domestic setting for BetterPears Fellowships attended by additional independent contractors, e.g. Fellowship Guide and Fellowship Hospitality, and all registered fellows, i.e. customers. The contractor is responsible for:

- (a) providing and identifying sufficient legal on-street and off-street parking for all contractors and fellows
- (b) welcoming and validating fellow registrations using the user portal (See above)
- (c) access and direction to the fellowship seating area
- (d) introducing fellows to the Fellowship Guide and Hospitality
- (e) sufficient seating and reading light for the Fellowship Guide and all fellows.
- (f) stocked restroom facilities sufficient for the number of fellowship attendees
- (g) & kitchen facilities including a sink, oven, stovetop, electrical outlets, and food preparation areas to be used by Fellowship Hospitality.

The Contractor will open the fellowship venue to contractors for the fellowship Guide and Hospitality roles 60 minutes prior to the session start.

For the duration of the established fellowship session, the Contractor will maintain the functionality of the fellowship venue. By the halfway point break, the Contractor will inform the Fellowship Guide and Hospitality whether the fellowship venue will remain accessible to fellows for 30 minutes after the session.

At the end of the fellowship session or the 30-minute period for small conversations after the session, the Contractor will provide reasonable access for the Fellowship Guide and Hospitality to collect and remove their supplies and equipment from the fellowship venue.

### **Post Fellowship Session Service**

The Contractor will invoice the Client for the percentage of registration revenue established in the application for engagement once the fellowship's registration revenue is settled 2 days after the conclusion of the final fellowship session.

Registration revenue and the settled amount can be tracked and viewed through the Contractor's user portal (See above).

## **Exhibit B: Fellowship Contractor Payment**

### **Calculation of Contractor Payment**

At the end of a fellowship, the registration revenue will be settled 2 days after the end of the final fellowship session. Registration revenue is determined as the sum of gross receipts from registration minus credits or discounts approved by the Contractor in the fellowship application process. Additional credits or discounts approved solely by the Client will not affect the calculation of registration revenue. The Contractor will be due upon invoice to the Client the percentage of the registration revenue established and confirmed in the fellowship application process.

Should a confirmed fellowship be canceled due to not meeting the minimum registration revenue threshold (“MRRT”) 60 hours prior to the start of the first session or due to unforeseeable events necessitating the cancellation of the fellowship prior to the first session, the registration revenue to fellows will be refunded and so invalidate the claim to the Contractor’s payment for this engagement. Should fellows opt for credit to another fellowship, that credit will be paid according to the payment schedule for that fellowship.

Should a confirmed fellowship be canceled after the first session, the contractor will be due payment for the same percentage of the registration revenue once refunds are issued to the fellows on a pro-rata basis and the registration revenue is settled 2 days after the announcement of the cancellation.

Should the Contractor be unable to complete an engaged fellowship and the fellowship continues with the engagement of another contractor, the Contractor will be due the confirmed percentage of the registration revenue on a pro-rata basis according to the total number of sessions served in the fellowship.

The percentage of the registration revenue due to the Contractor is dependent on the Contractor’s role(s) in the fellowship, and the number of roles assigned to a given

fellowship. The unless otherwise state in the application process, the current percentages published at [BetterPears.com/Roles](https://BetterPears.com/Roles) at the time of fellowship confirmation by the Client will be in effect for the purpose of Contractor payment.

## **Invoicing**

The Client may be invoiced via postal mail at the address listed in this Agreement or by email at [Jason@BetterPears.com](mailto:Jason@BetterPears.com). Payments will be made by check mailed to the Contractor's address on file with Client within 5 business days of invoice receipt, provided all necessary Independent Contractor legal and tax forms, e.g. IRS Form W-9, have been submitted to the Client.