

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into by and between _____ (hereinafter "DEALER") and Pocket Pair Entertainment (hereinafter "CASINO") effective the date first subscribed below.

WHEREAS, CASINO is engaged in the business of renting for hire equipment for use at casino-style entertainment events, including Blackjack, Texas Hold'Em Poker, Roulette, Craps, Let It Ride, War, Pai Gow Poker, and other games of chance, DEALER is engaged in the business of providing personal services at casino-style entertainment events, including acting as dealer for games and operating casino tables and for hire; CASINO has and will enter into contracts for the rental of CASINO'S equipment with various organizations, businesses and entities (hereinafter "CLIENTS" or "CLIENT"); DEALER has demonstrated intention and desire to have CASINO make referrals of DEALER'S services to CLIENTS and to work for CLIENTS upon the terms and conditions set for herein.

CASINO and DEALER, FOR AND IN CONSIDERATION of the covenants and agreements stated herein, mutually agree as follows:

1. Notwithstanding this Agreement CASINO shall not be obligated to engage or recommend DEALER, and DEALER shall not be obligated to accept any particular job from or for a CLIENT. Further DEALER shall be free to market, sell or work for any other person, business or entity, including any such person, organization or entity engaged in the same business as CASINO.
2. DEALER and CASINO acknowledge and agree that the business practices of CASINO and the identity of CLIENTS constitutes confidential trade secrets and proprietary information of CASINO and DEALER shall not disclose this information to any third persons, businesses or entities without the prior written consent of CASINO.
3. CASINO and DEALER do not intend that any "employee" relationship be created by reason of the Agreement, and the DEALER is intended to be and shall be in independent contractor (as defined in Washington Labor Code) at all times. DEALER shall not represent, suggest or hold himself or herself out as a partner, agent, principal, owner, employee, or joint venturer of CASINO, or as an individual having any ownership interest in or proprietary interest in business of CASINO.
4. CASINO does not and shall not be required to have any policy of workers' compensation insurance for the benefit of DEALER. DEALER shall have no right of recovery under any policy of worker's' compensation insurance, if any, purchased by CASINO. It is the mutual intention of CASINO and DEALER that DEALER shall pay and be responsible for the payment of any and all taxes arising out of any services provided by DEALER to CLIENTS, including, but not limited to, State and Federal income taxes. DEALER shall have no right of recovery of any employee benefits provided to CASINO'S employees, of whatever kind or character, including, but not limited to, health insurance, overtime, vacation, etc. DEALER acknowledges and agrees that no state disability premiums shall be paid by CASINO for DEALER'S benefit or on DEALER'S behalf, and that no unemployment compensation premiums shall be paid by CASINO for the benefit of DEALER or on DEALER'S behalf.
5. DEALER shall be responsible for DEALER'S transportation to CLIENT'S facilities, including costs of parking, as may be requested by CLIENTS. DEALER shall be responsible for DEALER'S dress apparel for use at CLIENT'S functions, as may be requested by CLIENTS. CASINO shall not be responsible for providing any uniforms to DEALER. CASINO shall communicate the requirements of CLIENTS regarding appropriate dress to DEALER. Any and all expenses incurred by DEALER in performing services for CLIENTS shall be exclusively borne by DEALER. DEALER shall have no right of reimbursement or claim against CASINO for any costs or expenses incurred in providing services to CLIENTS. CLIENT shall be responsible for providing DEALER all facilities and equipment necessary for DEALER to perform personal services.
6. DEALER agrees to take and accept direction and supervision from CLIENTS (or persons appointed by CLIENTS to act on their behalf), at CLIENT'S facilities, in the sole discretion of CLIENTS. CASINO shall not direct the actions of DEALER in the performance of services for CLIENTS. DEALER acknowledges and agrees that CLIENTS may appoint CASINO to serve as CLIENT'S agent for purposes of supervising DEALER, and that any such arrangement between CLIENT and CASINO shall not affect or modify the terms of this Agreement.

7. Compensation will be determined on a per job basis, depending upon the CLIENT'S requirements. CASINO shall be responsible to collect from CLIENTS any and all charges for DEALER'S services. CASINO shall tender said amount to DEALER after the performances of services by DEALER for CLIENTS. Any and all amounts paid pursuant hereto by CASINO to DEALER may be advanced by CASINO prior to receipt of payment from CLIENTS. CASINO shall have a right and will receive reimbursement of any monies paid pursuant hereto to DEALER.
8. DEALER hereby releases and forever discharges CASINO, its owners, stockholders, employees, agents and representatives from any and all liabilities, claims, and causes of action of whatever kind or nature arising out of or relating to the providing of services by DEALER to CLIENTS. DEALER expressly and unequivocally assumes any and all risks related to, arising out of, or attendant to the providing of DEALER'S services to CLIENTS. DEALER shall defend, indemnify and hold harmless CASINO, its owners, stockholders, officers, directors, employees, agents and representatives, in the event that any stranger to this agreement shall make any claim, institute any proceeding, or file any action arising out of and/or alleged to result from the actions, inactions, services, or conduct of DEALER, and/or performance of duties by DEALER, including claims alleging liability based on the partial and/or complete negligence of, or any wrongful conduct by CASINO.
9. This Agreement shall bind and inure to the benefit of the parties hereto and their legatee, distributees, estates, executors, administrators, personal representatives, successors and assigns and all other legal representatives.
10. This Agreement contains the entire agreement of the parties hereto. This Agreement is and is intended by all the parties to be, an integration of any and all prior negotiations, agreements or understandings, oral or written, with respect to the subject matter of this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
11. If any provision or portion of the Agreement is held to be illegal or invalid, by a court of competent jurisdiction, said provision shall be deemed to be severed and deleted and the remainder of the Agreement shall continue to be valid and enforceable.
12. DEALER understands that it is the responsibility of DEALER to obtain the necessary business licenses and permits that may be required by law for DEALER to render services to CLIENT.

DEALER

POCKET PAIR ENTERTAINMENT

(print)

(sign)

Ubong Attah, President

(sign)

_____/_____/_____

(date)

Pocket Pair Entertainment

What Happens In Vegas Can Happen To You Too

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