

INDEPENDENT CONTRACTORS AGREEMENT

This agreement made this ____ day of _____, 200__ at the city of Morton Grove, in the state of Illinois, by and between

The Quilter's Palette, Inc
(hereinafter referred to as the "Owner") and

NAME: _____

ADDRESS: _____

(hereinafter referred to as the "Independent Contractor").

WITNESSETH:

WHEREAS, the Independent Contractor desires to contract with the Owner to perform the Work described herein on the terms and conditions herein set forth and the Owner desires to have said work performed by the Independent Contractor on the terms and conditions set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The Independent Contractor shall perform the labor necessary to _____ (the Work").

Said Work shall be completed on or before _____. Workman's Compensation Insurance, if any, in conjunction with the "Work", for the benefit of the Independent Contractor, its agents and employees shall be purchased by the Independent Contractor at its own expense. Independent Contractor and its employees, if any, shall not receive any benefits that the Owner provides or may provide for the Owner's employees.

2. The Work shall be performed and completed in a workmanship-like manner for the sum of \$ _____, payable in full upon completion. Any alteration or deviation from the described work above involving extra costs shall be executed only upon the written orders of the Owner.

3. The parties hereto expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. Owner shall have no control and shall have no right of control over the Independent Contractor's performance of the Work contemplated by this agreement. Owner is interested only in the results to be achieved and the conduct and control of the Work shall lie solely with the Independent Contractor.

4. The Independent Contractor shall indemnify, hold harmless, and defend the Owner from and against any and all losses, claims, damages, liabilities, costs, attorney's fees and other expenses of every nature whatsoever incurred by or asserted against the Owner by the Independent Contractor, its agents or employees or any third persons due to personal injury or property damage arising out of the Independent Contractor's performance of the Work contemplated by this agreement.

5. The Independent Contractor hereby represents to the Owner that the Independent Contractor's Social Security or Federal Employer's Identification Number is _____.

6. This Agreement constitutes the entire agreement between the parties and all prior or contemporaneous agreements, understandings and representations are superseded hereby and merged herein. The invalidity of any provisions hereof shall not effect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid provision were omitted.

DATED: _____

Independent Contractor

Owner/Management