

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the “Agreement”) is entered into between Xtreme Xperience, LLC, an Illinois limited liability company, whose address is 1112 North Homan Avenue, Chicago, Illinois, 60651 (“Company”) and Professional Driving Instructor, General Event Assistant or other contracted position, whose name is: \_\_\_\_\_ and whose address is: \_\_\_\_\_ (“Contractor”), upon the following terms and conditions:

1. Term of Agreement/Services to be Rendered. Company hereby engages Contractor as an independent contractor to provide \_\_\_\_\_ services (the “Services”) to Company for the period beginning \_\_\_\_\_ and ending on \_\_\_\_\_ (“Term”). Contractor agrees to render such Services to Company for the duration of the Term. Any extension of the Term of this Agreement, must be agreed to by the parties in writing. Contractor agrees at all times to provide the Services in accordance with the Company’s policies and procedures and standards of the highest respect, timeliness and accuracy. Contractor further agrees not to engage in any act that could be of harm to the good reputation or image of the Company. Contractor has no authority and shall not hold himself out as having any authority to make any contract, agreement or representation or to assume, create or incur any other obligation or liability of any kind, express or implied, on behalf of the Company.
2. Fee. In consideration for the Services rendered by Contractor hereunder, Company will pay Contractor the previously agreed upon rate and shall be payable biweekly following services via check in U.S. Mail unless otherwise arranged. Contractors are required to have Workers Compensation insurance (and prove that it is in place). If the Contractor cannot provide proof of Workers Compensation insurance, the cost of coverage will be deducted from the event pay.
3. Expenses. Company will reimburse Contractor for their previously agreed upon out-of-pocket business expenses. Xtreme Xperience does not assume any responsibility for charges that are placed to the room or charged by the hotel for incidentals. If either occur, the contractor(s) that are assigned that room will be responsible for the additional charges. Contractors will be notified if additional charges have been made before the amount is deducted from your payroll.
4. Conflicts of Interest. During the term of this Agreement, Contractor will not undertake or enter into any agreement, assignment, project, or relationship which would interfere with the performance of his duties hereunder or otherwise create a conflict of interest between Contractor and the Company. Contractor represents that he has full authority to enter into this Agreement and perform all obligations hereunder and that neither this Agreement nor the performance of Contractor’s duties or services hereunder will be in violation of any other agreement or obligation of Contractor.
5. Drug/Alcohol Policy. Xtreme Xperience is committed to protecting the safety, health,

and well-being of all parties who interact with our program. We recognize the use of drugs of any form can pose a significant threat to this commitment. Xtreme Xperience conducts interstate business and has therefore adopted policies that follow Federal laws and regulations, as opposed to individual state laws and regulations, pertaining to the classification and consumption of illegal drugs. The company has established a drug-free and alcohol-free workplace policy, which balances our respect for the individual and the necessity to maintain a drug-free and alcohol-free environment. This policy applies to all individuals providing services on behalf of the company, including full-time, part-time, exempt, non-exempt, seasonal, temporary, and contracted employees. All such classifications of employees and participating guests will be under observation by individuals trained in recognizing signs of substance influence and are subject to management's decision to dismiss and individual from company events for related observations. Dismissal under such circumstances will result upon a determination reached by at least (2) members of management who confirm recognized behaviors that suggest reasonable suspicion of the use, possession or impairment of an individual. An individual dismissed under such circumstances will be unpaid for the day or asked to be sent for a drug test based on (but not limited to) the observations of at least (2) members of management. Management must observe specific behaviors to identify establish reasonable suspicion that an individual is under the influence of drugs or alcohol in order to request related testing.

Xtreme Xperience has a strict 12 hour "Bottle to Throttle" policy. Xtreme Xperience employees and contractors are prohibited from drinking alcohol 12 hours prior to the start of an event. The start of an event means as soon as the team arrives at the track. If an employee or contractor is suspected of drinking within this timeframe a breathalyzer or reasonable suspicion may be used to determine if they are fit to be working the event. If management determines that the employee or contractor is not fit to work, there will be an immediate termination from the event without pay.

6. Termination. Should Contractor fail to perform his Services hereunder or otherwise breach this Agreement in any respect, Company shall have the immediate right to terminate this Agreement at any time with or without notice and without any further obligation to Contractor. Company shall also have the right to terminate this Agreement at any time for convenience upon five (5) days prior written notice to Contractor.
7. Independent Contractor. In the performance of the services, work, duties, and obligations set forth in this Agreement, Contractor is and will be at all times acting and performing as independent contractor. Contractor understands and agrees that he is not entitled to receive any employment compensation, commissions, or benefits under this Agreement except aforementioned contractor fee and expense reimbursement(s). As an independent contractor, Contractor agrees to be solely responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulation. No withholding or payroll taxes will be paid by Company on behalf of Contractor, and Company will issue to Contractor a Form 1099 with respect to the fees paid to Contractor hereunder.

## 8. Miscellaneous and Liability

- 81 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois. The parties hereby subject themselves to the exclusive jurisdiction of Cook County, Illinois in all suits or other

enforcement actions arising out of or related to this Agreement.

- 82 Severability/Waiver. The parties agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof. The failure of either party to insist on performance of any term or condition of this Agreement, or the waiver of any such term or condition, shall not be construed as a waiver of any other term or condition.
- 83 Waiver. Contractor fully understands (a) the services are dangerous and involves risks and damages of serious bodily injury, including, but not limited to permanent disability, paralysis, death and property damage (the “risks”); (b) these risks may be caused by contractor’s own actions or inactions, the actions of others participating in the events for which the services are provided, the rules of the events, the condition and layout of the premises and equipment for the events, or the negligence of the releases; and (c) there may be other risks not known or that are not readily foreseeable at the time and throughout the events. Contractor further understands the events for which the services are provided involve precision driving and high speeds and contractor hereby accepts and assumes all such risks, both known and unknown, and assumes all responsibility for personal losses, costs and/or damages following any such injury, personal property damage, disability, paralysis or even death, even if caused, in whole or in part, by the negligence of the releasees. As such, contractor hereby forever releases, discharges and covenants not to sue the track operators, track owners, car owners, car operators, sponsors, advertisers of the events, the company and each of their respective heirs, directors, officers, members, managers, shareholders, employees, agents, representatives, successors and assigns (collectively the “releasees”), from any and all liability that contractor, his or her personal representatives, heirs and next of kin may have against the releasees for any and all loss or damages, and any claim or demands therefore on account of injury to the person or personal property or resulting in death of contractor, whether caused by the negligence of the releasees or otherwise while contractor is providing the services for the event or as a spectator at the events.
- 84 Notwithstanding anything herein to the contrary, the Company hereby releases Contractor from any and all claims, liabilities or damages arising out of or related to the Services, except to the extent such claims, liabilities or damages is due to the negligence or willful misconduct of Contractor.
- 85 Notices. All notices and other communications hereunder shall be documented and delivered via email.
- 86 Counterparts. This Agreement may be executed with counterpart signature pages or in two or more counterparts (including facsimile or electronic PDF transmission of such signature pages), all of which shall be considered one and the same agreement and each of which shall be deemed an original.
- 87 Assignment. This Agreement may not be assigned by Contractor, without the

written consent of the Company, in its sole discretion.

88 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only with a written instrument duly executed by both of the parties hereto. No person has any authority to make any representation or promise on behalf of Contractor or Company that is not set forth herein, and Contractor and Company acknowledge that this Agreement has not been executed in reliance upon any representation or promise except those contained herein. Upon the termination or expiration of this Agreement, neither party shall have any duty or obligation to the other party except as provided for expressly herein.

WHEREFORE, the parties hereto have executed this Agreement as of the date first written above.

XTREME XPERIENCE LLC, an Illinois  
limited liability company

By (XX): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Contractor

Name: \_\_\_\_\_

Signature: \_\_\_\_\_