

INDEPENDENT CONTRACTOR AGREEMENT

Phoenix International School of the Arts

1. The Parties. This Independent Contractor Agreement (“Agreement”) is made and entered into on September 9, 2024 (the “Effective Date”) by and between Phoenix International School of the Arts (“Client”) and Brooke Thibodaux (“Independent Contractor”) dba B Marketing, LLC.

2. Work Status. The Independent Contractor, under the code of the Internal Revenue (IRS), is an independent contractor, and neither the Independent Contractor's employees nor contract personnel are or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Independent Contractor Agreement agrees and represents:

- A. Independent Contractor has the right to perform services for others during the term of this Agreement;
- B. Independent Contractor has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed such as but not limited to the starting and ending times, days of work, and order the work that performed; and
- C. Independent Contractor has the right to hire subcontractors or to use employees to provide the Services Provided under this Agreement.

3. Start Date. The term of this Agreement shall commence on September 9, 2024. Either party may, without cause, terminate this Agreement by providing 30 days written notice to the other. In the event of termination, there will be no refunds for any payments made prior to the termination date, and no products will be exchanged.

4. Services Provided. The Client shall pay to the Independent Contractor and the Independent Contractor shall accept from the Client as compensation for the following services to be provided:

- Website Design: The Independent Contractor shall redesign the Client's website, transitioning it to the Squarespace platform. This includes restructuring the existing layout, improving navigation, and optimizing the site for better user experience. No changes to the current copy will be made; the focus will be on web development and design enhancements to elevate the website's functionality and visual appeal.

5. Compensation. The Client will compensate the Independent Contractor \$6,500 total with \$3,250 due upon receipt of the invoice and \$3,250 due upon completion or 10/31, whichever occurs sooner

Invoices are dated with an invoice date and are due upon the listed payment due date. If a payment is received past the payment due date listed, a late fee of \$50.00 will be charged, the project timeline may be delayed, and additional costs may be incurred by the Client. No refunds for payments received will be issued for a delayed or terminated project, and no products will be exchanged.

6. Expenses. The Independent Contractor is responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Independent Contractor Agreement.

Reimbursement should only occur for expenses that are agreed upon by both parties in writing such as print or promotional materials, website management or hosting costs, etc.

7. Unforeseen Events. If for reasons beyond the control of the Employer and Independent Contractor should affect this Agreement, this Agreement shall terminate immediately. Such events include, but are not limited to, illness, incapacitation, death, or other "Acts of God".

8. Final Agreement. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless submitted in writing.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.

10. Headings. The Section numbers and headings preceding the text have been inserted for convenience only and shall not affect the meaning, construction or effect of this Agreement. Words in the singular include the plural and words in the plural include the singular.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Client Signature:  _____ Date: 9/9/2024

Angelica Jackson, CEO

Independent Contractor's Signature:  _____ Date: 09/09/24

Brooke Thibodaux, Owner of B Marketing