

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____ by and between Atlanta Jazz Radio DBA Solutions Networks (the "Company"), of 220 Leonard Court, Stockbridge, Georgia 30281, and _____ (the "Contractor"), of _____.

. In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Contractor".

1. DESCRIPTION OF SERVICES. Beginning on _____, Contractor will provide the following services (collectively, the "Services"): Sales of advertising space on atlantajazzradio.com at the published rates for a one year agreement between advertiser and Atlanta Jazz Radio.

2. PAYMENT FOR SERVICES. Company will pay compensation to Contractor for the Services in the amount of \$295.00 per sale of a one year agreement. This compensation shall be payable on a monthly basis.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days' written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of the Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. WORK PRODUCT OWNERSHIP. Any works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable or patentable (collectively, the "Work Product") developed in whole or in part by the Contractor in connection with the Services shall be the exclusive property of the Company. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of the Company to the Work Product.

6. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Company, and any and all

trade secrets, customer lists, or pricing information of the Company. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Company all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

7. INJURIES. Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from the Company for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide Company with a certificate naming Company as an additional insured party.

8. NO CONFLICTS. Contractor hereby represents and warrants to Company that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.

9. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless Company from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Company that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

10. NON-COMPETE AGREEMENT. For a period of 6 Weeks after the termination of this Agreement, Contractor will not directly or indirectly engage in any business that competes with Company. This covenant shall apply to the geographical area that includes all of the State of Georgia. Contractor agrees that this non-compete provision will not adversely affect the livelihood of the Contractor.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

12. WAIVER OF BREACH. The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Georgia.

15. SIGNATORIES. This Agreement shall be signed by an authorized representative of Atlanta

Jazz Radio DBA Solutions Networks and by _____ on behalf of _____.

This Agreement is effective as of the date first above written.

COMPANY:

Atlanta Jazz Radio DBA Solutions Networks

By: _

Authorized Representative
Atlanta Jazz Radio DBA Solutions Networks

CONTRACTOR:

By: