



Talent Application & Independent Contractor Agreement

Name: _____ (hereby referenced as “independent contractor”)
SIN OR BUSINESS LICENSE # (mandatory): _____ Birthdate (Inc. year): _____
Canadian liquor license (Serving it Right, Proserve, etc.) Y ~ N (if yes provide type & number): _____
Full mailing address (inc. postal code): _____
E-mail: _____ Mobile Phone: _____
Relevant industry reference (name, business and email or phone): _____

Food Safe: Y ~ N (if yes please provide #): _____ Languages: _____
Eye color: _____ Hair colour: _____ Ethnicity: _____ weight (lbs): _____ Height: _____ Dress size: _____ T-shirt: (S ~ M ~ L)

1. INDEPENDENT CONTRACTOR: Both parties understand and agree that Buzz Promotions is using the services of the independent contractor only, not an employee, agent or partner of Buzz Promotions; the independent contractor will not become an employee of Buzz Promotions while this agreement is in effect nor have authority to bind Buzz Promotions in any way. Both parties understand that that there are no minimum or maximum hours of service during any period.

2. PREVIOUS AGREEMENTS: This agreement constitutes the entire agreement between the parties and supersedes all previous verbal and written agreements or representations.

3. FINANCIAL RESPONSIBILITY: Payment for services remitted by Buzz Promotions is the gross amount so independent contractor will be responsible for reporting and remitting all personal income tax, applicable sales tax, CPP contributions, Unemployment Insurance and any statutory remittances/deductions required by law. It is the responsibility of the independent contractor to keep financial records of the work completed for Buzz Promotions in the absence of tax forms.

4. PAYMENT: Payment will be sent, the first week of each month, via EFT so long as invoice/time sheet, including fees and expenses, is reported properly and on time. Expense receipts must be sent in within 3 business days following a shift to be eligible for reimbursement. Parking, meals, gas and/or travel are not reimbursed without the prior written agreement of Buzz Promotions. If independent contractor is asked to work more hours than agreed, they will notify Buzz Promotions immediately to be eligible for compensation.

5. NON-DISCLOSURE: Both parties agree not to, under any circumstances, distribute or disclose any of each others business activities nor inter-meddle with each others business relationships, either while under contract or after termination. Both parties acknowledge that they are entitled to seek injunctive relief against the other, and to pursue damages for any loss of profits as a result of interference.

6. WAIVER OF LIABILITY: The work under this agreement will be carried out at locations that are not controlled by Buzz Promotions. Independent contractor waives any potential action against Buzz Promotions and its officers, directors and employees, arising for any reasons other than the gross negligence of Buzz Promotions. Independent contractor has full control over which listings (times/locations/rate) they choose to accept and work.

7. MISCONDUCT & FINANCIAL RESPONSIBILITY: Independent contractor agrees to complete the services entered into pursuant to this agreement with due consideration to the requirements of Buzz Promotions and its clients. Independent contractor’s failure to adhere to the following policies and standards may jeopardize the collection of payment from Buzz Promotions’ clients, and subsequently compromise independent contractors own payment including previous fees earned that may be put towards any damages arising. Independent contractor will be held 100% liable for their own financial losses/deductions as well as Buzz Promotions’ losses/deductions resulting from the following list of misconduct:

- A)** Threatening, intimidating or abusive language or conduct to anyone on site including harassment in any form; **B)** Theft or the unauthorized removal of property of the company, customers, or others; **C)** Deviation from any dress code set out in a contracted shift; **D)** Failure to immediately report any illegal behaviour from other team members or clients; **E)** Consumption of alcohol, before, during or while in uniform for a shift unless otherwise expressly permitted in a rare circumstance; **F)** Smoking cigarettes at any time while on site and/or in uniform; **G)** Use of cell phone or other electronic communication while on shift, except during designated breaks, if contacting Buzz Promotions regarding work or while posting relevant media on-line as requested; **H)** Arriving late without informing management and/or on-site contact; **I)** Abandoning a shift before the designated end time without a record of emergency; **J)** Failure to complete (in-full) or hand-in any required event reports and/or receipts within 3 business days; **K)** Failure to check in on-site, with a photo, as proof of shift start; **L)** Termination of an activation/shift for misconduct, prior to completion, by a client, manager or on-site contact for any of the above listed.

8. SUPPLIES: Independent contractor is responsible for bringing their own supplies such as bowls, uniforms and openers as needed.

9. PHOTOGRAPHS: Buzz Promotions reserves the right to use/publish photographs of the independent contractor that have been obtained via contracted shifts or company/client affiliated photo shoots. Buzz Promotions may use these photos in media for promotion, advertising, trade, or other purposes associated with Buzz Promotions. Independent Contractor is not entitled to compensation for use of these photographs.

10. CANCELLATIONS: Cancellations by Buzz Promotions between 24 and 48 hours prior will result in 50% compensation of the total shift (not campaign) to the independent contractor or cancellations made 24 hours (or less) prior will result in 1000% compensation of the total shift (not campaign) to the independent contractor. Independent contractor will provide 48 hours’ notice prior to cancelling a confirmed booking. In the event of an emergency or unexpected illness, independent contractor will provide as much notice as well as tangible proof such as a doctor’s note or police report. Not showing up for a booking, with no notice, will result in a penalty of 100% potential contracted earnings being owed to Buzz Promotions unless record of emergency is provided.

I, (print name) _____ (Independent Contractor), have read and agree to the above.

Signature: _____ Date: _____

**VALID (non-typed) signature required. Photos not accepted. Please scan & e-mail to Andrea@buzzpromotions.ca