Overneath Creative Collective, LLC

Independent Contractor Service Agreement

Version 2026.1 · In effect from [DATE]

This Independent Contractor Service Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Overneath Creative Collective, LLC ("Overneath") and the undersigned individual or business entity ("Contractor").

1. Contractor Information

Contracting Entity Name

Authorized Representative

Street Address

Phone

Address Line 2 (optional)

Email

City

State / Zip

2. Engagement of Contractor

Overneath engages Contractor on an assignment-by-assignment basis. Overneath may offer assignments to Contractor, and Contractor may accept or decline any assignment at Contractor's discretion. No assignment binds either party until it is accepted. This Agreement supersedes any previous agreements for contracted services between Contractor and Overneath, and governs each assignment accepted after the Effective Date.

1. **Scope of each assignment.** For each accepted assignment, Overneath will specify the result to be delivered, including the deliverables, creative direction, technical specifications, location, and the call times or delivery dates required by the production. Contractor retains control over the professional means, methods, techniques, and sequence by which Contractor achieves that result, and exercises independent professional judgment in doing so. Overneath does not train Contractor and relies on Contractor's existing skill, experience, and equipment.

2. **Direction on a production.** Contractor acknowledges that video and photographic production is collaborative work carried out by multiple parties on a shared site. On a production, Contractor will work in coordination with the director, producer, or other lead designated for that production with respect to the creative result, the shooting schedule, and site safety. Such direction concerns the outcome of the production and the coordination and safety of the people and property present. It does not extend to the manner in which Contractor performs Contractor's own craft, and it does not create an employer-employee relationship.
3. **Assistants and substitution.** Contractor may engage assistants, or provide a qualified substitute to perform an accepted assignment, at Contractor's own expense and subject to Overneath's prior written approval, which shall not be unreasonably withheld. Approval may be withheld where the production requires specific credentials, security clearance, or end-client approval. Contractor remains responsible for the work, conduct, and compensation of any person Contractor engages.

3. Agreement Term

This Agreement is between Contractor and Overneath and shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time upon written notice. Email is an acceptable form of notice. Upon notice of termination, Contractor shall complete any remaining scheduled tasks or cooperate in identifying an acceptable substitute, with the assistance of Overneath, as reasonably appropriate under the circumstances. Payment for services rendered through the effective date of termination shall be Overneath's sole financial obligation upon termination of this Agreement. Immediately upon termination, Contractor shall return all property of Overneath in Contractor's possession, including keys, data, storage devices, and any other equipment or items.

4. Payment Rates for Services

Overneath will compensate Contractor based on the fee schedule detailed in the formal estimate sheet submitted by Contractor. The Contractor may choose to set rates in various formats: hourly, daily, half-day, weekly, per-service, or per-project. Multiple categories for rates may also be presented for distinct tasks. These can include, among others, Preparation, Location Scouting, Travel, and Overtime.

If rates are consistent for all tasks, Contractor may formally include these rates in this document by indicating them or uploading them in the section below. If Contractor prefers to supply a tailored estimate for each assignment or service rendered for Overneath, Contractor should leave this section blank. In the absence of information here, Overneath will anticipate a formal estimate before initiating any new work.

☐ I would like to include a specific rate or rate sheet in this Agreement.

Rate Sheet Upload (optional): |_____|

Custom rate sheet (optional)

Task / Item	Rate	Per Unit
	$	
	$	
	$	

5. Equipment and Kit Rentals

If the Contractor owns equipment or kits that will be utilized during the course of work for Overneath, such items and their rental rates must be explicitly listed in a separate accompanying document or within the formal estimate provided for services. The Contractor may choose to set equipment rates in various formats: hourly, daily, half-day, weekly, per-service, or per-project. Overneath shall compensate the Contractor for the use of these equipment or kits in a manner distinct from labor fees, and in compliance with prevailing tax laws. By providing a list of these items, Overneath agrees to act as the designated renter, and such listed equipment or kits shall be covered under Overneath's insurance policy.

Equipment not explicitly listed in the separate document or formal estimate may not be covered under Overneath's insurance policy. Liability for the listed equipment is limited to damages incurred by Overneath and its contracted team during the rental period. Overneath shall not assume liability for damages resulting from the Contractor's negligence or intentional misconduct, nor for items left unattended or lost due to actions taken by the Contractor.

If your rates are consistent for all items, you may indicate so either in the optional rate sheet below or by using the optional rate sheet upload. If you prefer to supply a tailored estimate for each rental ordered for Overneath, do not check the box below and leave this section blank. In the absence of information here, Overneath will anticipate a formal estimate before initiating any new rentals.

☐ I would like to include a specific rate or rate sheet in this Agreement.

Rate Sheet Upload (optional): |_____|

Custom equipment rate sheet (optional)

Kit / Equipment / Item	Rate	Per Unit
	$	
	$	
	$	

6. Work Product Ownership

Contractor agrees that all footage, recordings, designs, graphics, animations, edits, scripts, written materials, or other creative work created, captured, or contributed to in connection with services performed for Overneath shall be considered "work made for hire" for the benefit of Overneath to the fullest extent permitted by law. To the extent that any such materials do not qualify as a work made for hire under applicable copyright law, Contractor hereby irrevocably assigns and transfers to Overneath all right, title, and interest in and to such materials, including all associated copyrights and intellectual property rights. Contractor agrees that Overneath may use, modify, license, or transfer such materials to its clients in connection with production services.

7. Compensation and Payments

Overneath commits to issuing payment either within a minimum timeframe of two weeks following the completion of the services provided by the Contractor or in accordance with any specified invoice terms, such as Net 30 or Net 60. If the Contractor has unique payment conditions such as requiring payment in advance, these must be communicated to and approved by Overneath before services commence. Overneath reserves the right to terminate this Agreement if it is determined or suspected that the Contractor lacks the qualifications or will not fulfill the services as agreed upon. Should the services be canceled and no work has been executed by the Contractor, Overneath reserves the right to withhold compensation.

8. Confidentiality and Non-Disclosure

The Contractor acknowledges that Overneath possesses sensitive and proprietary information related to clients, projects, contacts, schedules, or other vital data ("Confidential Information"). Examples of Confidential Information include but are not limited to project specifications, client lists, business strategies, and internal communications. The Contractor agrees not to disclose any Confidential Information, either in full or in part, to any third party by any means, unless explicit written permission is granted by Overneath or unless the information becomes publicly known through no fault of the Contractor. Failure to comply with this clause may result in Overneath or its clients seeking legal or equitable remedies. This obligation to maintain confidentiality will continue for a period of three (3) years following the termination of the Contractor's services, whether the termination is voluntary or involuntary.

9. Professional Conduct and Conflicting Commitments

1. **Appearance on site.** For assignments requiring Contractor's physical presence, Contractor shall present in attire appropriate to the professional context of the assignment and consistent with industry norms for Contractor's role, together with any wardrobe, appearance, or credential requirement of the production or of the end client's premises, and any personal protective equipment required for the work. Overneath will communicate any such requirement in advance of the assignment, and any such requirement is a condition of that assignment rather than a standing policy. Overneath does not otherwise regulate Contractor's appearance, dress, or grooming.

2. **Conflicting commitments.** While actively engaged in services booked through Overneath, Contractor shall not knowingly perform concurrent work for another party in a manner that directly conflicts with or interferes with Contractor's obligations to Overneath. This provision prevents double-booking, double-billing, and other conflicting commitments during time reserved for an accepted assignment. It does not restrict Contractor from seeking or accepting other work generally, including work for other production companies.
3. **Promotion and credit.** Contractor may promote Contractor's own services and portfolio, provided such promotion does not misrepresent Contractor's relationship with Overneath, disclose Confidential Information, or interfere with an accepted assignment. Overneath will provide reasonable credit to Contractor in formal and informal publications based on Contractor's preferred credit format.

10. Site Safety and Substance Use

Contractor shall not consume alcoholic beverages, or use controlled substances without a valid prescription, while performing an accepted assignment or while present on any production site. This requirement exists to protect the safety of all persons and property present and applies to everyone on a production site regardless of their relationship to Overneath. Contractor shall also observe the safety rules of any location at which an assignment is performed. A violation is grounds for immediate termination of the assignment and of this Agreement.

11. Cancellation and Force Majeure

In the event of unforeseen circumstances beyond either party's control, such as natural disasters, pandemics, government actions, or other events commonly known as force majeure, both parties agree to make good faith efforts to reschedule project timelines and payment terms or to secure replacement services if necessary. Should these circumstances lead to the cancellation of a project, Overneath will compensate the Contractor only for the work and time already spent up to the point of cancellation. If the Contractor cancels a scheduled assignment or fails to appear for a scheduled live event without such justification, Overneath reserves the right to withhold compensation. However, both parties are relieved from their agreement obligations if force majeure events, including but not limited to weather, illness, or accident, prevent the fulfillment of their responsibilities. For outdoor events, Overneath and its contracted team reserve the right to withdraw their services if conditions are deemed to pose a significant risk to people or equipment.

12. Scheduling and Preparedness

Overneath will extend scheduling requests or assignments through one or more of the following methods: email, digital calendar invitation, or phone call. An affirmative response to a digital calendar invitation or email will serve as confirmation of the Contractor's acceptance of the work assignment. When the Contractor's physical presence is required, they must arrive adequately prepared and allocate sufficient time for any required setup. The Contractor is responsible for furnishing all necessary equipment and hardware specifically related to their contracted services, unless otherwise indicated by Overneath. Any hardware and personnel required for tasks outside the Contractor's service scope will be provided by Overneath. Should the Contractor be asked to supply additional hardware that is not a component of their individually contracted service, an

agreed-upon compensation rate will apply. For such additional hardware, it must be explicitly listed in the separate accompanying document or within the formal estimate, ensuring that it falls under Overneath's insurance coverage. Overneath will supply the Contractor with all pertinent information needed to fulfill the services they have been contracted to provide.

13. Transportation and Travel

The Contractor is responsible for managing all transportation and travel arrangements for themselves and any equipment or personnel associated with their contracted services. Compensation for travel mileage or other travel-related expenses will only be provided if agreed upon in the formal estimate for services. If Overneath determines that travel demands are significant, a separate travel stipend may be extended in addition to the contracted fees for services rendered. The Contractor has the right and obligation to negotiate for additional compensation for any travel and transportation expenses prior to the commencement of the assignment. Overneath may occasionally offer a shared transportation option, and the driver in such a scenario may be eligible for a travel stipend.

14. Independent Contractor Status and Liability

The Contractor is engaged as an independent contractor and is not an employee of Overneath. Nothing in this Agreement shall be interpreted as creating an employer-employee relationship, partnership, or joint venture. Prior to the initiation of any work or the disbursement of any payment, the Contractor must have a Business Entity and Insurance Statement and an IRS Form W-9 on file with Overneath. The Contractor is responsible for their own acts, omissions, equipment, and personnel associated with the services they provide. **Overneath maintains its own insurance policies; however, coverage under those policies does not alter the Contractor's independent contractor status or transfer responsibility for the Contractor's conduct.** If the Contractor carries their own insurance, a Certificate of Insurance may be provided through the Business Entity and Insurance Statement. Overneath will issue IRS Form 1099-NEC to Contractor when required by applicable tax law based on the tax classification indicated on Contractor's IRS Form W-9. Contractor is responsible for providing accurate and current tax information.

1. **Contractor's independence.** Nothing in this Agreement restricts Contractor from performing services for others, including other production companies, subject only to Section 9. Contractor sets Contractor's own rates, controls Contractor's own schedule and business operations, furnishes Contractor's own equipment except as otherwise agreed in writing, bears Contractor's own business expenses except as reimbursed under an accepted estimate, and has the opportunity for profit or loss based on Contractor's own initiative, investment, and management.
2. **No employee benefits.** Contractor is not eligible for and does not receive employee benefits of any kind from Overneath, including health insurance, paid leave, retirement contributions, or unemployment or workers' compensation coverage through Overneath. Overneath does not withhold income tax, Social Security, or Medicare from amounts paid to Contractor, and Contractor is responsible for all taxes arising from those amounts.

15. Intellectual Property Rights

As a contractor working with a creative company, Contractor may be tasked with generating ideas, materials, and media beneficial to Overneath. Ownership of such materials is governed by Section 6 (Work Product Ownership). **Additionally, Contractor waives any moral rights Contractor may have in relation to such works as against Overneath, its successors, contractors, and licensees.** Contractor also agrees to execute any documents reasonably necessary to confirm such rights and to refrain from using or copying any programs or data on Overneath's systems without prior written authorization.

16. Third-Party Materials

The Contractor represents and warrants that any materials, assets, music, footage, fonts, graphics, templates, software tools, or other third-party content incorporated into work performed for Overneath are either original to the Contractor or properly licensed for commercial use. The Contractor agrees not to incorporate any materials that are restricted, unlicensed, or subject to terms that would limit Overneath's or its clients' ability to use the final work product. Upon reasonable request, Contractor agrees to provide documentation evidencing such rights or licenses.

17. Indemnification

Contractor agrees to indemnify, defend, and hold harmless Overneath, its members, employees, clients, and agents from any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from Contractor's negligence, misconduct, breach of this Agreement, or violation of applicable law while performing services under this Agreement.

18. Signatures

I hereby declare that I am an authorized representative or agent for myself or the organization listed above and that I have read, understand, and agree to each clause and stipulation of this Independent Contractor Service Agreement.

Contractor

Contractor Printed Name

Title

Contractor Authorized Signature

Date

Overneath Creative Collective, LLC

Overneath Printed Name

Title

Overneath Authorized Signature

Date