

# Whosurcaddie.com Independent Contractor Agreement

PMB 252, 2650 Jamacha Road, Ste. 147, El Cajon, CA 92019, (760) 534-5961

This Independent Contractor Agreement (the "Agreement") is made as of \_\_\_\_\_  
(Date)

by and between Whosurcaddie (the "Company") and \_\_\_\_\_,  
(Independent Contractor's Name)

an independent contractor and caddie ("Caddie").

## Section I: Caddie Responsibilities

A. Caddie agrees to perform professional caddie services as described in the Company's service packages in the following manner:

1. Arrive no less than 30 minutes prior to a customer's tee time.
2. Dress professionally with Company's uniform: Whosurcaddie polo shirt or any white polo shirt, Whosurcaddie bib, hat, and any tan pants or shorts. Caddie shall cover any tattoos, take out any facial piercings, and keep any facial hair trimmed.
3. Follow and abide by all golf course rules, regulations and practices, including gratuity practices with the outside service and golf staff.

B. In the event Caddie is unable to fulfill a booked appointment, he or she shall notify Whosurcaddie immediately so a replacement caddie can be found. Caddie must get prior approval if a proposed replacement caddie is found by Caddie. If a cancellation takes place less than 24 hours prior to the appointment, Caddie will be liable for any fees or other damages that may be incurred due to the cancellation.

C. Caddie is to determine the means of providing professional caddie services as described in this Agreement. Caddie is responsible for supplying and maintaining all equipment needed, and all expenses incurred in performing those services.

D. Caddie must update personal calendar regularly (schedule can be set up to 3 months in advance), and check bookings daily since confirmation of bookings are sent via e-mail.

E. Caddie shall refer all customers to book Company's service packages via Whosurcaddie.com website. Any appointment made outside the domain of Whosurcaddie.com is a breach of this Agreement and Caddie shall be liable for any and all damages incurred by Company.

E. Caddie is responsible for paying any and all income taxes for wages reported on Tax Form 1099 and any other tax liability incurred from receiving gratuities or gifts. In no event shall Company be liable for any taxes Caddie may be subject to.

## Section II: Company Responsibilities

- A. Company will promote and advertise Whosurcaddie services to golf courses, individual golfers, tournament coordinators, and other professional caddies.
- B. Company will make commercially reasonable investments to maintain the company website.
- C. Company will take commercially reasonable efforts to secure playing privileges on golf courses to provide Caddie with familiarity and knowledge of courses that Caddie currently works on or desires to work on.
- D. Company will take commercially reasonable efforts to maintain a positive customer service relationship with golf courses and golfers by attempting to collect feedback from surveys and visits. Comments may be displayed on the Company website.
- E. In keeping with the professionalism of services provided, Company will hold occasional training sessions to help amateur caddies improve their skills. Company will in its sole discretion make the final determination as to the service packages Caddie provides.
- F. Company shall provide Caddie with Tax Form 1099 yearly.

## Section III: Hold Harmless and Indemnification

- A. Caddie agrees to hold harmless and indemnify Company for all damages resulting from any injuries, disabilities, or deaths during the term of this Agreement.
- B. Caddie agrees to hold harmless, indemnify, and defend Company from all damages, claims, liabilities, and costs, including attorney's fees that may be incurred as a result of a breach by Caddie of any of the provisions in this Agreement.
- C. In no event shall Company be liable for any special, indirect, consequential, or punitive damages.
- D. The terms and conditions of this Section III shall survive any termination of this Agreement.

## Section IV: Compensation and Fees

- A. Caddie is to be compensated 75% of all service package charges booked, paid, and performed within the terms of the Agreement. Caddie has the right to keep any gratuities or gifts received from customers.
- B. Compensation will be made by direct deposit or by company check on a bi-weekly basis.
- C. Caddie agrees to pay a yearly membership fee of \$120. This can be paid in total in advance or by a \$20 deduction from compensation from each of the first six service packages performed within the terms of this Agreement. Part of this annual fee is to cover the cost of Caddie's uniform.
- D. Company shall be entitled to retain 25% of all service package charges booked, paid, and performed within the terms of the Agreement.

**Section V: Proprietary Rights and Confidentiality**

- A. Caddie acknowledges the Company’s service packages, documents, designs, plans, processes, and products (“Intellectual Property”) have been commissioned or ordered by the Company as the sole and exclusive property of the Company, and that the Company is deemed the author and the owner of all copyrights of such properties.
- B. Caddie agrees that he or she shall have no right or interest in the Intellectual Property.
- C. Caddies agree that when exposed to confidential and proprietary information of the Company, including but not limited to customer lists and employee contacts, he or she will keep this information confidential and disclose it only when necessary to perform the services under this Agreement.

**Section VI: Term and Termination**

- A. The term of the Agreement commences on the date hereof and continues as long as Caddie satisfactorily completes the Company’s services packages described in the Agreement or until terminated in accordance with this Section VI; provided that the terms and conditions of Sections III and V shall survive any such termination.
- B. The Agreement may be terminated under the following conditions:
  - 1. By fifteen days advance written notice by either party.
  - 2. By breach or default of any provision listed in the Agreement. The non-breaching party has the right to immediately terminate this Agreement if the breaching party fails to cure the breach within fifteen days of receiving a notice of breach.
- C. Upon the termination of this Agreement by either party, Caddie agrees to destroy or return all confidential information received by Caddie in connection with this Agreement and to return Company’s uniform to the Company.

By: \_\_\_\_\_  
(Print Name of Caddie)

By: \_\_\_\_\_  
(Print Name of Company Representative)

\_\_\_\_\_  
(Signature of Caddie)

\_\_\_\_\_  
(Signature of Representative)

A signed copy of this agreement will be mailed back to you.

