

WITS WEEKEND EVENT CONTRACT AND POLICY INFORMATION

Introduction

In this document you will find the policies and procedures for Web Innovations & Technology Services, Inc. (WITS). WITS is a non-profit organization with a mission to serve low income and underserved populations. WITS is becoming well known in St. Louis, Missouri and Illinois.

It is your responsibility to make sure you understand all that is in this document. Once you have read this document, you will be required to sign an agreement to verify your understanding.

In time, it may become necessary to modify or add to this document. A written modification will be provided to each person who has signed the agreement. There will be one week of leniency period for any new or modified policy. After one week, the policy will be put into effect.

This document applies to all contractors, laborers, temporary consultants and additional staff that may be required. One original copy will be provided to each of the above mentioned. You may request additional copies that will cost \$2 per copy to cover the costs of ink and printing. It will be your responsibility to maintain your copy of this manual or make arrangements to obtain a copy.

Again, If you sign this agreement you are in accordance with our policies and understand and will adhere to and accept ALL items herein. WITS will not be held liable or responsible for lack of knowledge or confusion on contractors part about any information held within this document.

Thank you.

Angela Haas

President

WITS

Contract Position Descriptions and Responsibilities

Everyone is contracted for assisting with Electronic Collection event preparations for Sat and Sunday. Some days may not be available and not all are guaranteed. Being onsite ON-time and ready to do work is mandatory. This means loading and unloading the trucks with materials needed for event. This may include but not limited to: Pickup of pallets from client sites, delivery of Gaylord cardboard, use of forklift and pallet jack.

Event duties include: Unloading cars, sign/cone setup, Gaylord and pallet setup, handing out brochures, providing directions and palleting and wrapping materials.

Requirements: All event workers are required to work at least 85% of all events. This includes both Saturday and Sunday events. Fridays can be optional. Each Month WITS needs to receive the list of events you will work for that month and you will be expected to fully work that event. If event is half day and there is an additional event next day, trucks must be returned to WITS and unloaded by Event Contractor. Failure to do so will forfeit your pay for that day in order to pay for WITS workers to have to unload trucks. The exception to this includes tractor trailer loads or less than half truck load.

Training for Weekend work will be REQUIRED for one week prior to your first working event. Training will be provided at ½ pay only. You may split training up into 2 weeks if one full week isn't acceptable. Otherwise, first 2 events will be at ½ pay only due to lack of training. After training has been deemed sufficient, full pay will start.

Event Policies

- 1 NO Drugs or Alcohol EVER. Random Testing will be performed whenever WITS deems necessary. Anyone contracted by WITS is required to participate and will be tested. If found positive test will be charged to worker found positive.
- 2 NO SMOKING while unloading clients car.
- 3 Cell phones are prohibited unless on break or lunch.
- 4 You are responsible for your own transportation. DO NOT solicit rides or money from any WITS customer, guest or volunteer.
- 5 DO NOT show up if you cannot perform your contracted responsibilities or are sick.

- 6 Contractor must be physically able to work, ON time for each event (1/2 hour before small events, 1 hour before large events) and unload trucks when necessary.
- 7 SECURE YOUR OWN BELONGINGS. WITS will not be responsible for personal property loss or damage including lending tools to another worker.
- 8 Appropriate attire required at all events. WITS shirts are required to be worn - NO exceptions. Pants must be professional and secured properly with belt or like item. No rips/tears or holes allowed. No cleavage or inappropriate body parts exposed, rings or the like.
- 9 Any property removed from WITS without a member of administration having an invoice to record it is considered theft. Proof of theft will be grounds for immediate termination and legal prosecution and forfeit of contract check. When deemed necessary, verification testing or police questioning may be required of all WITS contracted Weekend Workers and staff. Failure to do so will result in immediate termination of contract. Failure of tests/questions with theft proof will result in prosecution and repayment to WITS for cost of test for all other Weekend Workers/staff. Repayment of items lost will also be required including garnishment of any future wages.
- 10 We request that everyone have patience and work with WITS to find a middle ground for out-of-town events. Drive time is paid when WITS vehicle is used. Riders are not paid unless they assist with directions, gassing etc. Then rate is half. Rooms are paid for by WITS. Food may or may not be provided.
- 11 Attendance at Earth Day and America Recycles Day is mandatory for all WITS staff, contracted Weekend Workers and volunteers. We require staff to be volunteers for Sunday Earth Day and ARD and work at half rate for America Recycles Day Monday. Breakfast and Lunch are provided. Missing either event or showing up late/leaving early will result in immediate breach of contract and you risk contract termination.
- 12 Contractors Payment scheduled has changed to a two week schedule. Checks will be mailed to your home on Thursday.
- 13 Lunches are unpaid and will be removed from timecard.
- 14 Weekend Workers are prohibited from operating WITS vehicles or equipment unless properly trained and authorized to do so. WITS will no longer be responsible for damage caused by negligence or bad judgment. You will be financially responsible for any and all repairs associated with damage as a result of abuse and or incorrect use of WITS equipment or vehicles.
- 15 You must submit a timesheet and a invoice to the main WITS office each weekend worked. Failure to do so may result in incorrect payment. This is YOUR responsibility. Payment for incorrect checks is not guaranteed.

Drop Offs and Professionalism

- 1 You are not to handle any drop-off paperwork or accept any drop-off funds unless specifically approved by Angela or Deb.
- 2 DO NOT discuss any materials interest or value in front of clients. NEVER indicated you want something someone has just dropped off.
- 3 Customer Service and Satisfaction is number one priority. Any issues with customers need to be brought directly to appropriate authority. DO NOT argue with customers.
- 4 Not wanting to work or laziness is not an acceptable excuse for not getting the job done.
- 5 Do not make comments in the client's presence about quantity, quality or location of materials.
- 6 Disrespectful comments/behavior, foul language and unprofessional behavior are prohibited.
- 7 Weekend Workers are expected to clean up any work areas.
- 8 Honesty, integrity and professionalism are expected of all Weekend Workers.
- 9 Team Work is essential for what we are trying to accomplish. Help out when needed to get materials ready for events. Stay busy or don't come to work.
- 10 Weekend workers will be expected to perform labor at events. Just watching people work will not get it done. No longer can anyone expect to be paid if they do not produce. Hours worked does not guarantee hours paid. You are paid for work time, not stand around time. We will log you off.
- 11 If you become sick or injured while working please inform someone of authority and go home.

WITS Policy Agreement

I understand these policies and agree to adhere to them while contracted with WITS. I also understand that while I am obligated to receive any changes in writing, continuing to work, not my signature, is required for changes to take effect. I do understand that I will receive a copy of the revised changes at least every 6 months and resign or renegotiate my contract each year.

I agree to these terms and understand my full responsibility in reference to all of the criteria above and agree to take financial responsibility for any personal or physical liabilities that may arise as a result of my misjudgement, misuse, mishandling or irresponsible behavior.

Name: _____ SS# _____

Signature _____ Date: _____

Phone# _____

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the [] day of [], 20[], between **W.I.T.S.** and (Weekend Event Contractor).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, **W.I.T.S.** hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth at \$ per hour, which may be amended from time to time, and agreed to by **W.I.T.S.** and Contractor.
3. Expenses. During the term of this Agreement, the Contractor shall bill and **W.I.T.S.** shall reimburse [him or her] for all approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spend by Consultant in traveling to and from **W.I.T.S.** facilities shall not be reimbursable.
4. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this shall be the exclusive property of **W.I.T.S.**; and the Contractor hereby assigns all right, title and interest in the same to **W.I.T.S.**
5. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by **W.I.T.S.** and/or used by **W.I.T.S.** in connection with the operation of its business including, without limitation, **W.I.T.S.**'s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner.
6. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. The Contractor is expressly free to perform services for other parties while performing services for **W.I.T.S.** For a period of two years following any termination, the Contractor shall not directly or indirectly hire, solicit, or encourage to leave **W.I.T.S.**'s employment, any contractor of **W.I.T.S.**
7. Termination. **W.I.T.S.** may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of **W.I.T.S.**, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, **W.I.T.S.** at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

8. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with **W.I.T.S.** for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to **W.I.T.S.** **W.I.T.S.** shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against **W.I.T.S.** hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
9. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for **W.I.T.S.**
10. Choice of Law. The laws of the state of [Missouri] shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
11. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be given appropriate time for allocation.
12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and will become effective next day of work. Contractor will be given up to 5 days to return to project after notice of amendments have been given without penalty. Failure to show up for more than 5 days will result in contract termination.
13. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
14. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable as determined by **W.I.T.S.**, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

[WITS]

By: _____
Its: [President]

By: _____
Its: [Contractor]