

INDEPENDENT CONTRACTOR SERVICE

2009 RELEASE AND INDEMNITY AGREEMENT

This Independent Contractor Service, Release and Indemnity Agreement ("Agreement") is executed as of September 1, 2009 between Haunted Farm of Terror,

a Michigan LLC ("Company") with offices at 7767 Phillips Drive, Clay Township, Michigan 48001, and _____
(now known as "Independent Contractor").

BACKGROUND FACTS

WHEREAS, Company is engaged in the business of developing and operating for the public a Halloween Haunted House and Hayride located at 28405 26 Mile Road, Lenox Township, Michigan 48048 to be known as "Haunted Farm of Terror".

WHEREAS, Company needs the services of certain personnel with particular expertise in various aspects of the business of Company and,

WHEREAS, Company desires to utilize, from time to time, personnel to provide services of Independent Contractors as tractor drivers, hosts, haunted house actors, security, parking, attendants, and hayride actors.

WHEREAS, Contractor agrees to provide services at a time and date convenient to the Independent Contractor but to be utilized in the operation of Company's Haunted House and Hayride.

NOW, THEREFORE, in consideration of mutual promises hereinafter contained the sufficiency of which are agreed by all parties herein, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. The term of this agreement will be from: **September 1, 2009** until **November 15, 2009**.
2. For any and all services provided by the Independent Contractor to Company, Company shall pay Independent Contractor an agreed amount weekly.
3. Independent Contractor agrees to act in an appropriate and safe manner when performing the work, and agrees not to offend or put in danger other contractors, volunteers, owners, or customers.
4. Independent Contractor agrees to report all injuries, accidents, property damage, or losses immediately to Company.
5. Independent Contractor shall notify Company of any change of address or telephone number.

INDEPENDENT CONTRACTOR: Independent Contractor expressly represents and warrants to Company that (i) he or she is not and will not be construed to be an employee of Company and that his or her status will be that of an Independent Contractor for which he or she is solely responsible for his or her actions and inactions and for filing all necessary forms and returns and for making all required payments with the relevant taxing authorities; (ii) he or she is and will be acting independent of any direction or supervision by Company or any of its officers and agents and that his or her compensation will arise from and be determined solely by his or her acts and efforts; and (iii) he or she has obtained and has in effect insurance in amounts reasonably necessary to cover actions and/or injuries which may be foreseeable in light of the service which Independent Contractor performs on the premises of Company.

Company shall provide the dates and times when it is opened to the public and Independent Contractor shall select the dates and times the Independent Contractor will provide his/her services. Independent Contractor agrees to complete and submit a W-9 upon the Company's request and further agrees that Company may withhold payment until all requested documents are completed to Company's satisfaction.

NOTICES: All notices and other communications given to a party under this Agreement shall be in writing and mailed by First Class Mail or delivered by hand to the party at its address set forth above.

RELEASE AND INDEMNITY: To the fullest extent permitted by law, Independent Contractor agrees to indemnify and hold Company and its officers, agents and employees, harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and expenses, arising out of or resulting from: (i) the action or inaction of Independent Contractor, or its agents, causing any property damage, bodily injury, sickness, disease, or death to another; (ii) injury or illness to Independent Contractor, or its agents, including the loss of any income resulting from it; (iii) any breach of the representations or warranties contained here; or (iv) any loss, liability, damage or cost Company may incur due to the presence of Independent Contractor in or on the premises located at 28405 26 Mile Road, Lenox Township, Michigan. This obligation will not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in favor of Company against Independent Contractor.

The obligations of Independent Contractor under this Agreement will not be affected by any actions or inactions of Company or its agents or employees including, but not limited to: (1) leasing facilities to Independent Contractor or making available facilities and equipment for the work, or (2) giving or the failing to give advice, directions or instructions.

Independent Contractor, for himself or herself and personal representatives, heirs, and next of kin, releases, waives, discharges and covenants not to sue Haunted Farm Of Terror, LLC; Country Scapes, LLC d/b/a Alongi's Greenhouse & Garden Center; C & R Maintenance, d/b/a Rizzo Services; Alongi's Greenhouses, LLC and Joyce and/or Charles Alongi, as well as their respective officers, agents, members, and employees (collectively referred to as "Releasees") for loss or damage, on account of personal injury or death to the Independent Contractor or damage to his/her property which occurs while Independent Contractor is providing services necessary in the operation of Company's Haunted House and Hayride, unless such loss or damages is caused solely by the negligence of Releasees.

MISCELLANEOUS: This agreement shall be binding upon the parties hereto and their respective successors and assigns. No modifications, renewal, extension or waiver of Agreement or any of the provisions contained herein shall be binding upon either party unless made in writing and signed by each party through a person duly authorized by that party. This Agreement constitutes the full, complete and entire agreement between Haunted Farm Of Terror, LLC and Independent Contractor and supersedes all prior understandings, agreements or arrangements between the parties with respect to the subject hereof.

GOVERNING LAW: Independent Contractor expressly agrees that this service, release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that if any portion of the agreement is held invalid, the balance of the Agreement shall continue in full legal force and effect.

This Agreement has been executed and delivered as of the date first written above

Independent Contractor _____ Accepted & Agreed _____ 2009 Michigan ID Driver's Lic # _____

Printed Name _____ Age _____ Birthdate _____ Social Sec # _____

Parent/Guardian _____ Michigan ID Driver's Lic # _____
If under 18 _____ Accepted & Agreed _____ 2009

Printed Name _____

Haunted Farm of Terror, LLC
A Michigan Limited Liability Company _____ Accepted & Agreed _____ 2009

Printed Name _____ Title: _____

Schedule

1. I agree to provide the dates & times I will be available for the use of scheduling.
2. I understand that a schedule may be posted and phone numbers & contact names will be supplied to me.
3. I understand that it is my responsibility to see when I am scheduled & to follow schedule.
4. I understand that if I am unable to work, I must call 24 hours prior.
5. I also understand that closing times of the haunted house & hayride may vary due to excessive crowds or weather. This will vary The "Closing" portion of my schedule. If the "Closing" portion of my schedule is a problem, I will contact management for arrangements.
6. I understand that my services I am contracted for may vary due to areas of need at the haunted house & hayride.
7. ***I understand if I leave early & do not notify anyone I will not be paid for that day.***
8. ***I understand if I am not at my position & I cannot be located, I may not be paid.***
9. I will notify management of any change of address or phone number.

Behavior

1. I agree to:
 - A. Act in a safely manner when performing the work.
 - B. Not to put contractors, volunteers, owners, & customers in danger in anyway.
 - C. Not to offend or tease in anyway contractors, volunteers, owners, and customers due to age, sex, race, religion.
 - D. Act in an appropriate manner - polite.
 - E. No fighting what so ever with contractors, volunteers, owners, & customers. I understand that Security will be on site & will be available by 2-way radio if I need assistance.
 - F. **Not to touch contractors, volunteers, owners, & customers in an inappropriate manner.**
2. I understand that ***underage drinking is against the law and I will be dismissed immediately - ZERO TOLERANCE.***
3. I understand ***NOT to bring illegal drugs on to the property - If I do I will be dismissed immediately - ZERO TOLERANCE***

Additional

1. I agree to report all injuries, accidents, or property damage immediately.
2. I agree to report anything that may cause unsafe conditions. Such as:
 - A. Drunk customers with or without kids.
 - B. Overly rowdy customers that could cause injury.
 - C. Other contractors violating "Behavior" Section of this agreement.
3. I agree that all my paperwork must be submitted properly. I understand that payment will be withheld or I will not be able to work until all required papers are turned in.
4. I am responsible for paying for my food at the concession stand or bring a lunch, snack, non-alcoholic drinks. I also understand that we **may** be given "meal tickets" or "coupons" each night for a food allowance at no charge.
5. I will not steal anyone else's lunch, snack, or drinks (Including from the concession stand) - *I understand I will be immediately dismissed.*

Timesheets and/or timecards must be filled out properly.

It is YOUR responsibility to be sure you are logged on the night position sheet and punched in & out. If you are not logged on position sheet, sign in/out sheet, or not punched in/out you will not be paid.

All pay for Independent Contractors is the following Friday (at closing) after the first weekend (one weekend in the hole).

All Independent Contractors will be required to sign for their pay when **released to only YOU** & all paperwork must be in.

Your payment will NOT be released to any other individuals.

Signing below states I have read these Rules and Guidelines and further agree to abide by them.

I understand that if I do not follow the rules and guidelines, it will be grounds for dismissal. I understand that these rules and guidelines are subject to change with or without notice.

Independent

Contractor _____ Date _____ 2009

Parent/Guardian

(If under 18) _____ Date _____ 2009

Printed Name _____

Position

Circle Position Applying For: 1st Choice:

ANY Actor Narrator Greeter Parking **Cleanup** Security Tractor Driver Other

2nd Choice: ANY Actor Narrator Greet Parking **Cleanup** Tractor Driver Other

Personal Information

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Home Phone: () _____ Cell Phone: () _____

E-mail Address: _____

Social Security Number or Government ID: _____

Age: _____ Birth Date: _____

Any talents or experience you would like to share (example: gymnast, magic tricks, drama club (prop design/Makeup)

Haunted Farm of Terror is open **rain or shine.**

To assist in Scheduling, please circle the dates or list times that you are available to work.

- 1) You may be required to report 1/2 hour to 1 hour prior for costume or make-up.
- 2) Closing times may vary (stay open later) depending on amount of waiting customers in lines.
- 3) Management reserves right to extend hours at anytime.

May need to double check schedule due to: Sports Employment School Other

YOUR HOMECOMING DATE: _____ YOUR SCHOOL: _____

Play Football or involved in the football games?

* **Cleanup:** May be scheduled for the morning after an event. If you apply for cleanup for the evening, specify evening. Specify morning hours with AM. If you apply for either list all times available.

Fri	Sept 18		T o	Thr	Oct 8		T o	Thr	Oct 22		T o
Sat	Sept 19		T o	Fri	Oct 9		T o	Fri	Oct 23		T o
Sun	Sept 20		T o	Sat	Oct 10		T o	Sat	Oct 24		T o
Fri	Sept 25		T o	Su n	Oct 11		T o	Sun	Oct 25		T o
Sat	Sept 26		T o	Thr	Oct 15		T o	We d	Oct 28		T o
Sun	Sept 27		T o	Fri	Oct 16		T o	Thr	Oct 29		T o
Thr	Oct 1		T o	Sat	Oct 17		T o	Fri	Oct 30		T o
Fri	Oct 2		T o	Su n	Oct 18		T o	Sat	Oct 31		T o
Sat	Oct 3		T o								
Sun	Oct 4		T o								

Office Use Only:

INDEPENDENT CONTRACTOR

Position _____

Rules and Guidelines - Short Form

(Print Name)

Schedule

1. I agree to provide the dates & times I will be available for the use of scheduling.
2. I understand that a schedule may be posted and phone numbers & contact names will be supplied to me.
3. I understand that it is my responsibility to see when I am scheduled & to follow schedule.
4. I understand that if I am unable to work, I must call 24 hours prior.
5. I also understand that closing times of the haunted house & hayride may vary due to excessive crowds or weather. This will vary The "Closing" portion of my schedule. If the "Closing" portion of my schedule is a problem, I will contact management for arrangements.
6. I understand that my services I am contracted for may vary due to areas of need at the haunted house & hayride.
7. ***I understand if I leave early & do not notify anyone I will not be paid for that day.***
8. ***I understand if I am not at my position & I cannot be located, I may not be paid.***
9. I will notify management of any change of address or phone number.

Behavior

- I. I agree to:
 - A. Act in a safely manner when performing the work.
 - B. Not to put contractors, volunteers, owners, & customers in danger in anyway.
 - C. Not to offend or tease in anyway contractors, volunteers, owners, and customers due to age, sex, race, religion.
 - D. Act in an appropriate manner - polite.
 - E. No fighting what so ever with contractors, volunteers, owners, & customers. I understand that Security will be on site & will be available by 2-way radio if I need assistance.
 - F. **Not to touch contractors, volunteers, owners, & customers in an inappropriate manner.**
2. I understand that ***underage drinking is against the law and I will be dismissed immediately - ZERO TOLERANCE.***
3. I understand ***NOT to bring illegal drugs on to the property - If I do I will be dismissed immediately - ZERO TOLERANCE***

Additional

1. I agree to report all injuries, accidents, or property damage immediately.
2. I agree to report anything that may cause unsafe conditions. Such as:
 - A. Drunk customers with or without kids.
 - B. Overly rowdy customers that could cause injury.
 - C. Other contractors violating "Behavior" Section of this agreement.
3. I agree that all my paperwork must be submitted properly. I understand that payment will be withheld or I will not be able to work until all required papers are turned in.
4. I am responsible for paying for my food at the concession stand or bring a lunch, snack, non-alcoholic drinks. I also understand that we **may** be given "meal tickets" or "coupons" each night for a food allowance at no charge.
5. I will not steal anyone else's lunch, snack, or drinks (Including from the concession stand) - *I understand I will be immediately dismissed.*

Timesheets and/or timecards must be filled out properly.

It is YOUR responsibility to be sure you are logged on the night position sheet and punched in & out. If you are not logged on position sheet, sign in/out sheet, or not punched in/out you will not be paid.

All pay for Independent Contractors is the following Friday (at closing) after the first weekend (one weekend in the hole).

All Independent Contractors will be required to sign for their pay when **released to only YOU** & all paperwork must be in.

Your payment will NOT be released to any other individuals.

Signing below states I have read these Rules and Guidelines and further agree to abide by them.

I understand that if I do not follow the rules and guidelines, it will be grounds for dismissal. I understand that these rules and guidelines are subject to change with or without notice.

Independent Contractor _____

Date _____ 2009

Parent/Guardian _____

(If under 18) _____ Date _____ 2009

Printed Name _____

2009 Emergency Contact and Medical Information

Name _____		Age	Date of Birth _____	M F
Address _____		City, ST ZIP Code _____		
() _____ Home Phone	() _____ Cell Phone	_____	Social Security _____ Email _____	

Emergency Contacts

Primary Emergency Contact		Secondary Emergency Contact		
() _____ Home Phone	() _____ Work/Cell Phone	() _____ Home Phone	() _____ Work/Cell Phone	
Relationship _____		Relationship _____		
Address _____		Address _____		
City, ST ZIP Code _____		City, ST ZIP Code _____		

Medical Information

Hospital/Clinic Preference _____

Insurance Company _____ Group/Policy Number _____

***O None* Current Medications**

Can you or your child take Tylenol?
 YES NO

Can you or your child take Motrin?
 YES NO

***O None* Allergies**

O Medical Allergies (including Medication):

O Other Types (Bees, food, etc.)

***O None* Medical**

O Asthma O Seizures

O Diabetic O Headaches

O Bleeding Disorder O Cardiac

O Psychological

O Substance Abuse

Yes to any of the above, please explain:

Other _____

By signing, you authorize the Haunted Farm of Terror, LLC to treat all injuries as needed. If in the event the Haunted Farm of Terror LLC feels necessary for professional medical treatment, signing below authorizes such treatment. By signing, you waive and release any and all claims and rights that you might have against Haunted Farm Of Terror, LLC, Alongi's Greenhouse, Country Scapes, LLC, Joyce & Charles Alongi, and including but not limited to all staff, owners, sponsors, and anyone connected with such. You also waive any and all claims for any damages or injuries sustained.

Signature _____ Date _____ 2009

(if under 18):

Parent/Guardian _____ Date _____ 2009

Print Name _____

Independent Contractor
Haunted Farm Of Terror, LLC

2009

I am an individual, Sole Proprietor, working as an
Independent Contractor.

I have no one working for me.

Signature _____

Printed Name _____

Dated _____

Social Security Number _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>	<p>List account number(s) here (optional)</p>																																													
<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td></tr> <tr><td colspan="9" style="text-align: center;">OR</td></tr> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td><td style="width: 15px; height: 15px;"> </td></tr> </table>	Social security number																		OR									Employer identification number																		<p>Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)</p>
Social security number																																														
OR																																														
Employer identification number																																														

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶
------------------	-------------	--------

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.