

OD4HIRE AGREEMENT

This OD4HIRE Agreement ("Agreement") is entered into this _____ day of _____, 2021 by and between _____, a corporation organized and existing under the laws of the State of Minnesota and having a principal place of business at _____ (Client"), and DONNA HAWLEY CONSULTING SERVICES, INC., a corporation organized and existing under the laws of the State of Minnesota, and having a principal place of business at 513 S 10th St Minneapolis MN 55404 ("Consultant").

1. Services

Consultant agrees to provide to the Client the personnel designated, the services of regular and comprehensive eye exams. Each of the Consultant's personnel assigned to the Client under this Agreement will at all times remain an employee of the Consultant, and not an employee of the Client. Consultant certifies that its employee shall be a duly licensed and certified optometrist, in good standing in the State of Minnesota.

2. Payment for Services

- *Fees, Price Protection.* Client agrees to pay Consultant for the Services at the indicated hourly rate, at time of reservation by check or by Paypal.
- (See website: <https://www.od4hire.com> for hourly rate billing schedule).
- **Current 2021 rates are:**
 - \$93 / hour WEEKDAYS /WEEKENDS
 - \$99 / hour HOLIDAY WEEKENDS (including Fri + Mon of a holiday weekend)
 - \$99/ hour for EMERGENCY COVERAGE and/or clients who book less than 1 day per month
 - \$99/ hour on days when there is a CE, MOA, AOA meeting
 - \$105 / hour when coverage is requested but our OD's would be in OT

- \$99 / hour when an OD4Hire doctor works longer than the scheduled hours (minimum 15 min) or a 30 min break (shifts longer than 5 hrs) has not been scheduled.
- For accounts that are 55+miles from the scheduled OD's home, \$0.58/mile will be charged each way.
- Malpractice insured
- Gas / Lodging required for assignments outside the 50 mile radius.
- Payment is required at time of reservation to confirm all bookings - check / cc. Checks are cashed no earlier than 3 days in advance of assignment date.
- Cancellation within 48 hours: no refund / Cancellation >48 hours: \$100 fee per day cancelled.

• There will be a minimum of seven (7) hours required for all assignments Monday thru Saturday, and five (5) hour minimum on Sundays. Mileage of \$0.58 / mile will be charged for assignments that are located more than 60 miles from assigned optometrist's home.

3. Obligations of Consultant

Work on Client's Premises. Consultant will ensure that its employees and agents will, whenever on Client's premises, obey all reasonable instructions and directions issued by Client.

4. Obligations of Client

Client is responsible for its own billing, including insurance claims, in connection with services provided by Consultant herein. Client will be responsible for a minimum of 5 hours payment for service on Sundays and a minimum of 7 hours payment for service Monday thru Saturday if cancellation occurs less than 24 hours in advance of booked services. A cancellation fee of \$100 will be required for more than 24 hours notice.

5. Recruitment

Consultant and Client agree not to recruit employees who are currently employed (or who were employed in the last six (6)

months) by the other party unless written permission is obtained from the other party. This provision shall remain in effect for a period of six (6) months after termination of this Agreement.

6. Indemnification

Consultant agrees to defend, indemnify and shall hold harmless (including payment of reasonable attorneys' fees) Client, its corporate affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, suits, actions, liability, damages, fees (including attorneys' fees) and losses arising from or in connection with the performance of Services under this Agreement.

Client agrees to defend, indemnify and shall hold harmless (including payment of reasonable attorneys' fees) Consultant, its corporate affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, suits, actions, liability, damages, fees (including attorneys' fees) and losses arising from or in connection with the negligence, gross negligence or intentional acts of Client or any of its employees or agents.

7. Injunctive Relief

It is hereby understood and agreed that damages may very well be an inadequate remedy in the event of a breach of this Agreement by either party, and that such breach may cause great and irreparable injury and damage to the non-breaching party. Accordingly, Consultant and Client agree the other party shall be entitled, without waiving any additional rights or remedies otherwise available to the party at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by the other party.

8. Other Provisions

a. *Status as Independent Contractor.* Consultant and Client are contractors independent of one another and neither party's

employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party.

b. *Applicable Law and Forum.* This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in the Minneapolis/St. Paul Metropolitan Area.

c. *Notices.* Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, to the following persons (or their successors pursuant to due notice):

If to
Client:

If to Consultant:
Donna Hawley Consulting Services, Inc.
31513 S. 10th St
Minneapolis MN 55404

d. *Waiver.* No waiver by Client of any breach by Consultant of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

e. *Entire Agreement.* This Agreement, including Appendices A and B, constitutes the entire agreement between Consultant and Client.

f. *Modifications.* No modification of this Agreement shall be effective unless in writing and signed by both parties.

g. *Severability.* If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement on the date first set forth above.

CLIENT (Business name):

Address:

Client
Signature:

Consultant: Donna Hawley Consulting Services Inc.
513 S. 10th St
Minneapolis, MN 55404

Consultant Signature:

Donna L. Hawley

Dated: _____ day of _____, 2021