

# Hawaiian International Billfish Tournament

**Miss Billfish**

On behalf of the HIBT Directors, the following is an Independent Contractor Agreement ("Agreement") spelling out the scope and terms of services you will be providing as an Independent Contractor to us and detailing your engagement.

Miss Billfish has been a tradition of the HIBT for over 50 years. As a representative of the HIBT, you will be photographed for a wide variety of media/press, video, TV and numerous other legitimate types of publicity. As such, this agreement also serves as a Photo Release Agreement.

It is understood that you will conduct yourself in a professional and businesslike manner at all times. You will be meeting and communicating with people from all over the world and it is important to remember that patience, friendliness and humor must be projected to ensure that all participants enjoy their experience at the HIBT.

## SCOPE OF SERVICES

You agree to serve as an Independent Contractor to/for HIBT for the duration of the year 2023

tournament, on July 4th for the Kona Parade and from August 5th – August 13th, 2023.

As the 2023 HIBT MISS BILLFISH Representative, you agree to perform duties during this period as HIBT reasonably requests and be responsible for all areas as assigned by the HIBT Directors.

## TERM AND TERMINATION

The term of this Agreement and thus your independent contractor relationship with HIBT shall begin on **August 4th** thru **August 13th, 2023** and shall terminate upon the completion of the tournament.

## INDEPENDENT CONTRACTOR FEE AND EXPENSES

The Independent Contractor Fee for your performance of the duties shall be paid after completion of the scope of duties within fifteen (15) business days.

HIBT will pay you a fee of $1000.00. HIBT will also provide you a clothing allowance up to but not exceeding $400.00. You will need to submit copies of the invoices/receipts to us in order for you to be reimbursed. Any/all amounts exceeding the $400.00 will not be reimbursed.

Please be advised that you will not be reimbursed for any other unauthorized expenses

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**CONDITIONS**

Failure to complete the duties for the agreed upon period will result in a review and/or a reduction in the amounts as described above. Conducting yourself in an unprofessional manner and/or presenting unacceptable behavior will necessitate a quick and early departure. This will also affect the basis on which we pay you.

**TOURNAMENT ATTIRE**

You will need swimsuits, pareos, sundresses, Hawaiian casual attire for the week's functions. Please keep in mind that you do not need to wear a new and different garment every day and you can use apparel in your present wardrobe.

We would expect our Miss Billfish Queen Representative to present a fresh and wholesome appearance. Any and all body piercing jewelry other than earrings should be removed while on duty. Any and all tattoos should be covered and not visible.

**INDEPENDENT CONTRACTOR**

The relationship between you and HIBT is that of an independent contractor. This Agreement shall not be deemed to create a partnership, joint venture, or any other relationship between the parties, nor shall this Agreement give either party the right or authorization to incur any liability whatsoever on behalf of the other party. You and HIBT agree that HIBT shall not treat you as an employee for any purpose, including, but not limited to, the purposes of the Federal Insurance Contributions Act (FICA), the Social Security Act (SSA), the Federal Unemployment Tax Act (FUTA), Federal Income Tax Act (FITA), worker's compensation, unemployment insurance, life disability or other insurance, welfare benefit plans or expenses customarily paid by an employer with respect to an employee. You acknowledge and agree that you are solely responsible with respect to and will pay all self-employment taxes, income taxes and any and all other taxes or amounts, including without limitation, amounts owing in connection with worker's compensation laws, due to the Federal, State or local governments as a result of your relationship as an independent contractor. Further, you are responsible for obtaining receipts and tracking all expenses associated with this tournament as required for the purpose of taking deductions on your income tax returns.

**INDEMNIFICATION**

In the event you breach your obligations, or, should you cause or effect any injury, loss, damages, costs or obligations to any person, firm or entity, you shall indemnify and hold HIBT harmless with respect to any and all claims, demands, causes of action, liability, damages, losses, costs and attorney's fees arising out of or in any way relating to your breach or any such matter.

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