

Independent Contractor Services Agreement

Status: Draft for attorney/client review, not sent **Draft date:** May 12, 2026 **Prepared for:** Bloom Web Services, LLC and Valley CFO

This draft is a working business document, not legal advice. The parties should have counsel review it before signature, especially because independent-contractor classification depends on how the relationship operates in practice, not just contract labels.

1. Parties

This Independent Contractor Services Agreement ("Agreement") is entered into as of **[Effective Date]** by and between:

Bloom Web Services, LLC, an Oregon limited liability company, with a principal address at **[Bloom address]** ("Contractor" or "Bloom"), and

Valley CFO [legal entity name], with a principal address at **[Valley CFO address]** ("Client" or "Valley CFO").

Bloom and Valley CFO may each be referred to as a "Party" and together as the "Parties."

2. Purpose

Valley CFO is engaging Bloom as an independent contractor to provide software development, AI workflow design, automation, systems architecture, technical advisory, and related implementation services for Valley CFO's internal business ecosystem.

The initial working objective is to build a secure, inspectable, and useful Valley CFO AI ecosystem over an estimated 4-6 week initial buildout, with weekly proof artifacts and two-week review points.

3. Independent Contractor Relationship

Bloom is an independent contractor and is not an employee, partner, joint venturer, franchisee, or agent of Valley CFO.

Bloom will control the manner, means, tools, and methods used to perform the services, subject to agreed deliverables, security requirements, approval gates, and applicable law. Valley CFO may set business priorities, review deliverables, approve or reject work product, and identify required outcomes, but will not control Bloom's day-to-day methods.

Bloom is responsible for its own taxes, insurance, equipment, tools, benefits, business expenses, and personnel unless otherwise agreed in writing. Valley CFO will not provide employee benefits, payroll withholding, unemployment insurance, workers' compensation coverage, vacation, sick leave, or retirement benefits to Bloom.

Bloom may perform services for other clients, provided doing so does not violate this Agreement, misuse Valley CFO confidential information, or materially interfere with Bloom's obligations to Valley CFO.

4. Services

Bloom will provide services as agreed in writing from time to time, including the initial scope in **Exhibit A**.

Services may include:

- Discovery and current-stack audit.
- Ecosystem architecture and implementation planning.
- AI/search/indexing systems.
- Internal agent and assistant workflows.
- Sales, marketing, follow-up, and operations automation.
- Chuck Bauer AI and related sales-enablement support for Tim's sales workflow.

- Learned's Hand development and support for Aaron's tax preparation, return-filing, and client-support workflows.
- Harry, Tim's personal agent, and Ultron, Aaron's personal agent, whether implemented in Sidecar, the domain tools, or a hybrid structure.
- Client portal or internal portal prototypes.
- Security, data-boundary, and approval-flow design.
- Weekly proof artifacts and progress receipts.

Bloom is not providing legal, tax, accounting, financial, investment, insurance, or compliance advice. Valley CFO remains responsible for professional review and approval of any tax, legal, accounting, or client-facing advice generated by any system.

5. Payment

The Parties intend the relationship to operate as a flexible build retainer at an effective rate of **\$5,000 per week**.

Initial payment schedule:

- **\$5,000 due upon signing or written authorization to begin work.**
- **\$5,000 due after the initial two-week proving window**, unless the Parties agree in writing to a different payment date.

Ongoing payment proposal after the initial two-week window:

- **\$10,000 every two weeks**, payable in advance for each two-week work cycle; or
- **\$5,000 weekly**, payable in advance, if Valley CFO prefers weekly cadence.

The Parties may adjust cadence, scope, and priority by written agreement. Email or other written confirmation is sufficient.

Payments reserve Bloom's availability and fund active work for the applicable period. Payments for a work period already begun are non-refundable except as required by law or expressly agreed in writing. If the Agreement ends before a prepaid future period begins, Bloom will refund any clearly unearned prepaid amount for that future period, less approved expenses and amounts owed.

Bloom may pause work if an invoice is more than 7 days overdue.

Expenses require Valley CFO's prior written approval unless included in the agreed retainer.

6. Weekly Proof And Review Cadence

Bloom will provide reasonable weekly proof of work, which may include shipped artifacts, reviewed demos, written architecture notes, status receipts, risk reductions, decision logs, or workflow improvements.

The Parties will review progress at least every two weeks during the initial buildout and decide whether to continue, adjust scope, narrow focus, pause, or terminate.

7. Approvals And Authority

Bloom will not, without Valley CFO's written approval:

- Send client-facing emails or messages on Valley CFO's behalf.
- Spend Valley CFO funds.
- Sign contracts for Valley CFO.
- Deploy production systems that expose Valley CFO or client data.
- Upload regulated, sensitive, or confidential Valley CFO data to unapproved third-party services.
- Provide legal, tax, accounting, or financial advice to Valley CFO clients.

Tim McElravy may approve sales, marketing, and user-facing business workflow decisions unless Valley CFO designates another approver.

Aaron Kraft or another Valley CFO-designated reviewer must approve workflows involving tax logic, regulated data, client portal exposure, accounting/tax outputs, or client-facing advisory surfaces.

Learned's Hand is expected to be developed with Aaron's active assistance and domain direction. Bloom may build and maintain the technical system, but Aaron should drive and use the tax-preparation/client-support workflows for quality, adoption, and review.

8. Confidential Information

"Confidential Information" includes nonpublic business information, client data, referral lists, tax/accounting materials, proposals, internal strategy, credentials, code, architecture, pricing, workflows, and any information reasonably understood to be confidential.

Each Party will protect the other Party's Confidential Information using at least reasonable care and will use it only to perform or receive services under this Agreement.

Confidential Information does not include information that is publicly available without breach, already known without restriction, independently developed without use of Confidential Information, or rightfully received from a third party without a duty of confidentiality.

9. Data Security And AI Use

Bloom will use a local-first, least-privilege approach where practical. Valley CFO data should not be placed into general Bloom experiments, public repositories, public tunnels, public demos, or unapproved model providers.

Before using client-confidential, regulated, or sensitive Valley CFO data with any AI model, cloud tool, SaaS service, contractor, or hosted system, Bloom will either:

- Use approved/redacted/sample data; or
- Obtain Valley CFO's written approval and record the provider/model/tool exposure.

Bloom will keep a reasonable receipt for sensitive data workflows, including source, allowed use, output artifact, provider/model exposure if any, and reviewer.

Valley CFO remains responsible for obtaining any required client consents and for determining whether data may be used in any workflow.

10. Intellectual Property

Valley CFO retains ownership of its pre-existing materials, client data, business records, tax/accounting materials, brand assets, and confidential information.

Bloom retains ownership of Bloom's pre-existing tools, templates, frameworks, libraries, methods, prompts, agent patterns, generalized know-how, and reusable software components ("Bloom Background IP").

Upon full payment of all amounts due for the applicable work, Valley CFO will own Valley CFO-specific deliverables created solely for Valley CFO under this Agreement, excluding Bloom Background IP, third-party materials, open-source software, and generalized methods.

To the extent Bloom Background IP is embedded in or necessary to use a paid Valley CFO deliverable, Bloom grants Valley CFO a non-exclusive, perpetual, worldwide license to use that Bloom Background IP as part of the deliverable for Valley CFO's internal business purposes.

Bloom may reuse generalized knowledge, non-confidential techniques, templates, architecture patterns, and lessons learned, provided Bloom does not disclose Valley CFO Confidential Information or client data.

11. Third-Party Materials And Open Source

Deliverables may include or rely on third-party software, open-source software, APIs, models, SaaS products, or infrastructure. Those materials are subject to their own licenses, terms, costs, and limitations.

Bloom will not knowingly include third-party materials in a way that prevents Valley CFO from using the deliverable for its intended internal purpose.

12. No Revenue Guarantee

Bloom will work in a professional and commercially reasonable manner, but does not guarantee revenue, leads, close rates, tax outcomes, regulatory outcomes, uninterrupted service, model accuracy, or business results.

AI-generated outputs must be reviewed by qualified Valley CFO personnel before use in client-facing, tax, accounting, legal, financial, or regulated contexts.

13. Term And Termination

This Agreement begins on the Effective Date and continues until terminated.

Either Party may terminate this Agreement with 7 days' written notice. Either Party may terminate immediately for material breach if the breach is not curable or is not cured within 5 days after written notice.

Upon termination:

- Bloom will stop work in an orderly manner.
- Valley CFO will pay all amounts due for work periods begun, approved expenses, and non-cancelable commitments.
- Bloom will provide reasonably available paid work product in its then-current state after payment of outstanding amounts.
- Each Party will return or destroy Confidential Information upon reasonable written request, except archival/legal/business records that must be retained.

14. Non-Solicitation

During the Agreement and for 12 months after termination, neither Party will knowingly solicit for employment or contractor engagement the other Party's employees or dedicated contractors who were materially involved in the services, without prior written consent. This does not prohibit general public recruiting not targeted at the other Party's personnel.

15. Limitation Of Liability

To the maximum extent permitted by law, neither Party will be liable for indirect, incidental, consequential, special, punitive, or lost-profit damages arising out of this Agreement.

Except for payment obligations, confidentiality obligations, intellectual property misuse, data misuse, fraud, willful misconduct, or indemnity obligations, each Party's total liability under this Agreement will not exceed the amounts paid or payable by Valley CFO to Bloom during the 3 months before the event giving rise to the claim.

16. Indemnification

Each Party will indemnify and hold harmless the other Party from third-party claims arising from the indemnifying Party's gross negligence, willful misconduct, violation of law, or material breach of this Agreement.

Valley CFO will indemnify Bloom from third-party claims arising from Valley CFO's client relationships, professional tax/accounting advice, client data supplied to Bloom, or Valley CFO's use of deliverables in regulated/client-facing contexts,

except to the extent caused by Bloom's gross negligence, willful misconduct, or material breach.

17. Governing Law And Venue

This Agreement will be governed by the laws of the State of Oregon, without regard to conflict-of-law rules, unless the Parties agree otherwise in writing.

The Parties will first attempt in good faith to resolve disputes informally. If unresolved, disputes may be brought in the state or federal courts located in Oregon, unless the Parties agree to mediation or arbitration in writing.

18. Notices

Notices under this Agreement may be sent by email and will be effective when sent, unless the sender receives a bounce-back or delivery failure.

Bloom notice email: **[Bloom notice email]**

Valley CFO notice email: **[Valley CFO notice email]**

19. Entire Agreement; Changes

This Agreement, including its exhibits and written amendments, is the entire agreement between the Parties for the services described and supersedes prior oral or written discussions about those services.

Changes to scope, payment, cadence, or material terms must be confirmed in writing. Email confirmation is sufficient.

20. Signatures

The Parties may sign electronically. Electronic signatures and copies are treated as originals.

Bloom Web Services, LLC

By: _____

Name: Heathrow Andrews

Title: _____

Date: _____

Valley CFO [legal entity name]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Initial Scope Of Work

A1. Initial Buildout Frame

Estimated initial buildout: 4-6 weeks.

Commercial baseline: \$5,000/week, with \$5,000 due to begin and another \$5,000 due after the initial two-week proving window unless otherwise agreed.

Ongoing cadence after the initial two-week window: \$10,000 every two weeks or \$5,000 weekly, as the Parties agree.

A2. Initial Work Areas

The Parties expect the first buildout to include some or all of:

- Paid discovery and current-stack audit.
- Valley CFO ecosystem map.
- Data classification and access model.
- Valley CFO Index / Oracle foundation.
- Tim sales lane: Chuck Bauer AI sales-enablement support and Harry personal-agent workflow.
- Aaron tax/client-support lane: Learned's Hand and Ultron personal-agent workflow.
- Marketing/social agent workflow.
- Sales follow-up shadow workflow.
- Client portal or internal portal proof-of-concept.

A3. Human/Tool Operating Model

- Tim drives sales and sales-team workflows through Chuck Bauer AI, with Harry as Tim's personal agent.
- Aaron drives tax preparation, return-filing, and client support through Learned's Hand, with Ultron as Aaron's personal agent.
- Bloom / Heathrow develops the ecosystem and technical rails as an independent contractor.
- The Parties will decide during discovery whether Harry and Ultron live primarily in Sidecar, inside Chuck/Learned's Hand, or as hybrid personal-agent layers.

A4. Week-One Emphasis

Week 1 should prioritize:

- Current-stack audit: CRM, calendar, email, document storage, communications, tax/accounting software, marketing tools, and current workflow.
- Asset intake: pitch deck, tax-plan template, sample proposals, referral list, and any approved redacted materials.
- Security/data boundary.
- One visible proof artifact or decision receipt.
- Surface decision research: how Tim and Aaron want to work day to day, including Sidecar vs domain-tool placement for Harry and Ultron.

A5. Excluded Unless Later Approved

- Production deployment.
- Public client portal launch.
- Use of live client tax returns.
- Automated client communication.
- Automated spending.
- Legal/tax/accounting advice.
- Broad public marketing claims.

Exhibit B - Data Handling And AI Use

B1. Data Classes

- Public: approved for public use.
- Internal: Valley CFO internal business information.
- Client-confidential: client/prospect data, proposals, referral lists, CRM records.
- Regulated/sensitive: tax returns, SSNs, financial records, bank data, payroll data, legal/medical/HR materials, credentials.

B2. Default Handling

- Public and approved internal data may be used in ordinary workflow design.
- Client-confidential data requires a stated purpose and local/private handling unless otherwise approved.
- Regulated/sensitive data requires explicit written approval before use in any AI, hosted, or third-party workflow.
- Credentials must never be shared in chat, documents, screenshots, logs, or repositories.

B3. Model/Provider Exposure Receipt

When data is used with an AI model or hosted provider, Bloom should record:

- Data source.
- Data class.
- Provider/model/tool.
- Purpose.
- Output artifact.
- Reviewer/approver.
- Known limits.

Exhibit C - Payment Schedule

Period	Amount	Due	Notes
Start	\$5,000	On signing or written start authorization	Begins paid discovery/build
Initial two-week review	\$5,000	After week two, unless otherwise agreed	Completes first two-week proving window
Ongoing option A	\$10,000	Every two weeks in advance	Proposed default after initial window
Ongoing option B	\$5,000	Weekly in advance	Alternative if Valley CFO prefers weekly cadence

Payment method: **[ACH / check / card / other]**

Invoice contact: **[Name / email]**

Tax forms: Valley CFO may request Bloom's completed Form W-9 before payment.