

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of _____ (Date) between Bleau Sky Ranch Resources, LLC., "BSRR," and _____ ("Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, BSRR hereby engages Contractor as an independent contractor to perform the services set forth in Exhibit A, and Contractor hereby accepts such engagement. This Agreement shall not render Contractor an employee, partner, trustee, director, agent of, or joint venturer with BSRR for any purpose. Contractor is and will remain an independent contractor in Contractor's relationship to BSRR during the term of this Agreement. BSRR shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against BSRR 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. Contractor shall be responsible for and shall pay contractor's own taxes with no withholding or assistance from BSRR.
2. Duties, Term, and Compensation. Contractor's initial duties, term of engagement, compensation and provisions for payment shall be as set forth in the attached Exhibit A. Contractor's duties, term of engagement, and rate of payment may also be modified unilaterally by BSRR. If that occurs, Contractor may accept such modifications or may withdraw from the Agreement. This Agreement may also be unilaterally terminated at any time by BSRR or by Contractor.
3. Written Reports. A status of projects and assignments report shall be the responsibility of Contractor and shall be prepared by Contractor in reasonable useful detail and delivered to both BSRR and Procuring Party upon the fulfillment of the Agreement Between Parties (referenced in Exhibit A) along with the Invoice for services provided. Contractor shall invoice Procuring Party for services rendered as per the Agreement Between Parties and remit payment to BSRR as set forth in Exhibit A.
4. Confidentiality. Contractor acknowledges that during this Agreement, Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, confidential information, records and specifications owned or licensed by BSRR and/or Procuring Party and/or used by BSRR and/or Procuring Party in connection with the operation of its mission operations and business. This operation and business includes, but is not limited to, BSRR and/or Procuring Party's business and product processes, methods, customer or client landowner and land lessee lists, donors identities and contact information, accounts and procedures. Contractor agrees that Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of the engagement with Procuring Party. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of BSRR and/or Procuring Party, whether prepared by Contractor or otherwise coming into Contractor's possession, shall remain the exclusive property of BSRR and/or Procuring Party. Contractor shall not retain any copies of the foregoing without BSRR and Procuring Party's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by BSRR or Procuring Party, Contractor shall immediately deliver to BSRR and Procuring Party all such files, records, documents, specifications, information, and other items in Contractor's possession or under Contractor's control.

Contractor further agrees that Contractor will not disclose the terms of this Agreement to any person without the prior written consent of BSRR and shall at all times preserve the confidential nature of Contractor's relationship to Procuring Party and of the services hereunder.

5. Conflicts of Interest; Non-hire Provision. Contractor represents that Contractor is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Contractor and any third party. Contractor is expressly free to perform services for other parties while serving under this contract, if they do not conflict with or interfere with the services for BSRR. Conflict or interference is intended to include those described in Exhibit B, shall begin upon execution of this Agreement, and extend as set forth in Exhibit B.
 - 5.1 Non-Competition. In partial consideration of the promise of and approval of Contractor's engagement by BSRR, Contractor shall execute a non-competition agreement with BSRR in the form set forth in Exhibit B of this Agreement.
6. Merger. This Agreement shall not be terminated by the merger or consolidation of BSRR into or with any other entity.
7. Termination. BSRR or Contractor may terminate this Agreement at any time by providing written notice to the other within five (5) business days.
8. Insurance and Vehicular and Equipment Safety and Liability. Contractor shall carry liability insurance (including professional liability insurance, if warranted) relative to any service that Contractor performs for BSRR and/or the Procuring Party(s). Contractor shall at all times carry at least the minimum limits of liability insurance that is required from time to time by the State of Texas on any of Contractor's vehicles used by Contractor on BSRR business. Contractor warrants and represents to BSRR that Contractor is not a reckless driver, has no DWI charges or convictions, has never had a vehicular, tractor, or equipment accident involving serious injury or death. Contractor further warrants that he or she has never had any accident in which the investigating officer or agency placed any fault on Contractor. Contractor shall never operate any vehicle or equipment on any BSRR business if Contractor has consumed any alcohol within 8 hours, has taken any illegal drug within 8 hours, or any prescription drug that can or does cause drowsiness within 8 hours, prior to beginning operation of the vehicle, tractor, or equipment. Contractor shall never operate any vehicle, tractor, or equipment of or for BSRR and/or Procuring Party unless Contractor is thoroughly familiar with the vehicle, tractor, or equipment and understands the hazards of such vehicle, tractor, and equipment. Contractor shall immediately inform BSRR if Contractor is asked to use any vehicle, tractor, or equipment with which Contractor is not thoroughly familiar and can operate in a safe manner. **Contractor is fully aware that tractors and other agriculture equipment can cause serious injury or death to the operator or to others and will take all required care to avoid injury or death to himself or herself and to others, and to livestock.**
9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. However, this Agreement may not be assigned by Contractor.
10. Choice of Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Venue will be proper in the district court of Tom Green County, Texas.

- 11. Dispute Resolution. Any dispute or controversy arising out of the terms of this Agreement or its interpretation or implementation that cannot be resolved by informal communication between the parties shall be resolved by: a meeting between the parties to discuss and attempt to resolve the controversy, at which time either party may be represented by counsel, and if that fails by filing suit. No suit may be filed (or if filed shall be abated upon request of either party) without first attending a full day of good faith mediation before a trained mediator.
- 12. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- 13. Waiver. Failure to enforce of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of such breach.
- 14. 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 validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as follows:

If to BSRR:

3115 Southwest Blvd, Ste D
 San Angelo, TX 76904

If to Contractor:

NAME AND ADDRESS: _____

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 15. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by all parties.
- 16. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, 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.

Bleau Sky Ranch Resources, LLC
DBA Blue Sky Ranch Resources

By: _____
Melony Chandler, Member

Date: _____

By: _____
Jerrie Woodford, Member

Date: _____

CONTRACTOR (AFFILIATE)

By: _____

Signature: _____

Title: _____

Title: _____

Date: _____

**EXHIBIT A
DUTIES, TERM, AND COMPENSATION**

This Agreement is between Bleau Sky Ranch Resources, LLC of 3115 Southwest BLVD, Suite D, San Angelo, TX 76904 ("BSRR") and _____("Contractor"),
_____:

In consideration of the Independent Contractor Agreement signed contemporaneously herewith, BSRR and Contractor agree:

DUTIES: Contractor will report directly to Procuring Party and to any other party designated by Procuring Party in connection with the performance of the duties under the Agreement Between Parties and shall fulfill any other duties reasonably requested by the Procuring Party, Bleau Sky Ranch Resources, LLC and agreed to by Contractor.

TERM: This engagement shall commence upon execution of this Agreement and to be renewed annually and shall continue in full force and effect through either non-renewal or termination of this Agreement.

COMPENSATION:

Contractor will pay BSRR annual dues of \$250 marketing fee annually.

As full compensation for the services rendered pursuant to this Agreement, the Procuring Party shall pay Contractor compensation as documented by the Agreement Between Parties. Such compensation shall be payable within 30 days of receipt of Contractor's invoice for services rendered, supported by reasonable documentation of services performed. BSRR will invoice Contractor a 10% commission fee of compensation for services paid by Procuring Party to Contractor, payment due within 15 days of receipt.

SCOPE OF CONTRACTOR SERVICES PROVIDED: _____

COUNTIES: _____

Agree to on this ____ day of _____, 2021

Bleau Sky Ranch Resources, LLC
DBA Blue Sky Ranch Resources

By: _____
Melony Chandler, Member

Date: _____

By: _____
Jerrie Woodford, Member

Date: _____

CONTRACTOR (AFFILIATE)

By: _____

Signature: _____

Title: _____

Title: _____

Date: _____

EXHIBIT B
NON-COMPETITION AGREEMENT

This Agreement is between Bleau Sky Ranch Resources, LLC of 3115 Southwest BLVD, Suite D, San Angelo, TX 76904 ("BSRR") and _____("Contractor"),
_____:

In consideration of the Independent Contractor Agreement signed contemporaneously herewith, BSRR and Contractor agree:

A. Non-Competition following Termination. Contractor acknowledges that BSRR has developed and will continue to develop strong relationships with clients. Contractor acknowledges that BSRR has developed and will continue to develop good will and a good reputation with the community. Contractor acknowledges and agrees that Contractor benefitted from BSRR's relationships and that BSRR incurred and will incur financial obligations in establishing and maintaining BSRR's consulting business. Accordingly, and in consideration of the mutual promises and covenants contained herein, Contractor agrees that, for a period of THREE YEARS following the termination of this Agreement, Contractor agrees not to, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business similar to that of BSRR located within the State of Texas without the express written consent of the BSRR. Contractor acknowledges and agrees that Contractor's abilities and job skills are readily marketable and usable in every other state in the United States, and this covenant does not impose any undue hardship upon Contractor, and this covenant does not unreasonably restrict Contractor with respect to obtaining future gainful employment. Both BSRR and Contractor specifically acknowledge and agree that the restraint contained in this covenant related to time, geographical area, and scope of activity do not impose a greater restraint than is necessary to protect BSRR's legitimate business interest.

B. Buy-Out Covenant. Contractor may buy out the covenant not to compete by paying the BSRR the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00).

C. Enforcement. Contractor agrees that this covenant not to compete may be enforced by restraining order, injunction, monetary damages and/or decrees of specific performance and without a bond being required or posted, entered by a court of competent jurisdiction. This covenant not to compete shall be enforceable to the fullest extent permitted by law, and, if for any reason any portion of this covenant is held invalid, such invalidity shall not affect the enforceability of the covenant as limited or modified by a court of competent jurisdiction.

E. Non-Solicitation of Contractor. Contractor understands and agrees that any attempt on Contractor's part to induce others to leave BSRR's business, or any effort by Contractor to interfere with the BSRR's relationship with other employees or clients would be harmful and damaging to BSRR's business. Contractor agrees that during the term of this Agreement and for THREE YEARS thereafter, Contractor will not solicit, entice, take away or employ any person employed by or client of BSRR, without the express written consent of BSRR. This provision shall survive Contractor's buy-out of the covenant not to compete.

F. Confidential and Proprietary Information. Contractor acknowledges that BSRR has, and will have, confidential information including, but not limited to, the following: prices, costs, discounts, future plans, business affairs, trade secrets, technical matter, client lists, and other information which are valuable, special, and unique assets of BSRR. BSRR and Contractor specifically and expressly stipulate that as between them, such matters are important, material, confidential, and seriously affect the successful conduct of BSRR's business and good will. Contractor agrees that Contractor will not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate any information to any third party or use such information without the prior written consent of BSRR, or unless required by applicable federal or state law. Contractor will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material breach of this Agreement and will justify legal and/or equitable relief. The confidentiality of this Agreement shall remain in full force and effect after Contractor's buy-out of the covenant not to compete.

G. Breach. BSRR and Contractor further acknowledge that BSRR will incur damages and costs resulting from a breach of this Agreement that are difficult to ascertain and therefore agree that the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) is a reasonable amount for Contractor to pay to BSRR as liquidated damages in the event of a breach by Contractor of this Agreement. BSRR and Contractor both agree that the amount established in this clause as liquidated damages is reasonable under the circumstances existing at the time of the execution of this Agreement. Contractor agrees to pay interest on said liquidated damages of ten percent (10%) per annum from the date of the breach.

H. Alternative to Liquid Damages. Without waiving any provision of the above paragraph, but as an alternative to the liquidated damage provision thereof, Contractor agrees that BSRR may elect between the remedy provided by said liquidated damage provision and elect to establish actual damages resulting from a breach of this Agreement and may also seek injunctive relief under either provision. Contractor agrees to pay ten percent (10%) interest per annum on any damages determined from the date of this breach.

I. Term. The term of this Non-Competition Agreement shall begin on the _____ day of _____, 2021, and end _____ day of _____, 2024.

Executed on _____.

Bleau Sky Ranch Resources, LLC
DBA Blue Sky Ranch Resources

By: _____
Melony Chandler, Member

By: _____
Jerrie Woodford, Member