

## PETITIONING AGREEMENT

This agreement ("Agreement") is made on June, 2018 by and between the Libertarian National Committee, Inc. ("LNC"), 1444 Duke St., Alexandria, VA 22314, and the contractor identified below ("Contractor").

### 1. Key Terms and Definitions

Contractor: Libertarian Party of New York Petitioning Committee  
Federal Tax ID No. 13-3088211

Address: 845 Third Avenue, 16<sup>th</sup> Floor, New York, NY 10022

Phone: 212-753-5599

Manager: Mark N. Axinn (authorized by LNC to accept signatures)

Phone: 212-753-5599; 347-668-3045 Email: markaxinn@hotmail.com

Candidate/Office: Larry Sharpe, Governor; Andrew Hollister, Lt. Governor

Total Signatures: 10,000 (number of uncertified signatures Contractor will turn in)

Start Date: July 10, 2018 (date by which Contractor will begin petitioning)

End Date: August 14, 2018 (last date LNC will accept signatures from Contractor)

Rate of payment: \$7500 per week gross not to exceed \$30,000 aggregate pay

Additional terms regarding compensation: Rate of payment predicated upon entire allotment completed in four (4) weeks total.

2. Contractor agrees to collect petition signatures from eligible signers in accordance with the terms and conditions herein to assist Candidate in attaining access to the ballot for the general election on November 6, 2018 and, in connection therewith, to comply with applicable laws and regulations pertaining to the collection and delivery of such signatures and the engagement and compensation of independent contractors to collect such signatures.

3. Contractor shall provide LNC with IRS Form W-9 upon signing this Agreement.

4. LNC shall not pay Contractor for signatures or expenses except as provided herein.

5. The Rate per week and any other compensation paid to Contractor will be adjusted if Contractor combines petitioning efforts pursuant to this Agreement with any petitioning efforts for a competing party or candidate, so that LNC pays no more than the competing party or candidate pays per signature when all additional costs are taken into account.

6. If LNC determines that the validity rate for signatures collected is below 75%, then, at LNC's option, either (a) Contractor shall collect sufficient additional signatures, free of charge, to yield a 75% validity rate or (b) LNC shall pay Contractor only for such reduced number of signatures as yields a 75% validity rate.

7. Contractor is solely responsible for the hiring, training, management and compensation of any subcontractors utilized to collect signatures. Contractor agrees not to collect signatures in areas known to yield low validity rates, such as inner cities and areas with transient populations.

8. Contractor shall deliver to Manager all uncertified signatures and all voter registrations Contractor has collected, if Manager agrees to accept such registrations, on a weekly basis in the manner specified by Manager. No signatures will be paid for until received by Manager.

9. Manager shall provide Contractor with all necessary petition forms and, if applicable, shall provide Contractor with notary services at times and places agreed upon by the parties.

10. This Agreement shall be effective on the date set forth above and shall terminate upon the earlier of (a) the expiration of 96 hours' email notice of termination sent by Manager to Contractor's email address shown above or (b) the delivery to Manager of Total Signatures which are suitable in form, quality and condition for submission to the elections authorities.

11. Paragraphs 1, 5 and 6 of this Agreement shall survive termination, and the parties shall remain liable for any obligations arising or incurred prior to termination. If any part of this Agreement is deemed unenforceable for any legal reason, the remaining terms shall survive.

12. The parties understand that no employer-employee relationship exists between them and that Contractor is an independent contractor. Neither party is an agent of the other for any purpose, and neither has authority to enter into any contract, assume any obligation, or make any warranties or representations on behalf of the other unless authorized in writing to do so. Contractor is responsible for federal and state income and FICA taxes, which will not be withheld from payments made by LNC hereunder. Contractor represents that it is not covered by worker's compensation or unemployment insurance programs and agrees that worker's compensation and unemployment insurance will not be paid by LNC on account of Contractor or its subcontractors, agents or employees.

13. Neither party may assign its interests in this Agreement without the prior written consent of the other party. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. All prior discussions and understandings between the parties relating to this Agreement and its subject matter are merged in this Agreement. This Agreement may be modified only by a writing signed by both parties. This Agreement shall be governed by the laws of the State of New York applied to contracts made and to be performed in that state.

14. If an attorney is employed or expenses are incurred to enforce any portion of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and expenses.

This Agreement has been signed and delivered as of the date first written above by:

\_\_\_\_\_  
Authorized Signatory for LNC

  
\_\_\_\_\_  
Authorized Signatory for Contractor