

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

(Non-employee compensation contract)

This agreement is entered into on this ____ day of _____, 20__ by and between _____ (hereinafter referred to as “Contractor”) and _____ (hereinafter referred to as “Client”) for services to be rendered at: _____.

Contractor will commence work within _____ days after the purchase closing date and will perform same on a daily basis. This work shall be completed no later than _____ days from the purchase closing date.

Contractor and Client hereby agree to the following:

1. **Independent Contractor:** Contractor and Client intend this Agreement to be one of independent contractor and client. Accordingly, Contractor retains the sole right to control or direct the manner in which the services prescribed herein are to be performed. Subject to the forgoing, Client retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its quality and conformity with that specified in this Agreement. Contractor and Client understand that it is the Contractor’s sole and complete responsibility to pay all employment taxes, including Federal and State withholding taxes, Social Security, and obtain insurance, including worker’s compensation coverage and public liability insurance arising out of or relating to this Agreement. Contractor warrants that upon signing of this agreement that Contractor has obtained all state and necessary insurance and that it will be kept in full force and effect until the completion of the work contracted for herein. As such, contractor herewith agrees to sole and complete liability for any injury to self or contractor’s workers.
2. **Services Provided:** Contractor agrees to perform the services listed in this contract (as contained in Exhibit “A”, attached hereto and made a part hereof by reference) on behalf of the Client.
3. **Building Permits:** _____ is responsible for obtaining building permit as required.
4. **Inspections:** Contractor is responsible for arranging for and passing all required building inspections including the certificate of occupancy.
5. **Cleanup:** Contractor is responsible for cleaning up/hauling and disposal of any debris created by services performed.
6. **Client Approval:** Client will approve Contractor services on the following basis:
 - a. Their ability to meeting governing building codes
 - b. All required building permit inspections have been completed and passed by the proper authority.
 - c. That service has been completed including all punch out work as agreed.

7. **Invoicing:** Contractor will invoice Client by Tuesday of each week at 12:00 pm for all work completed through the end of that day. Inspection will be performed on Wednesday to verify invoiced work has been completed. Payment will be made each Friday for all services that have been completed inspected and approved by Client. Client agrees to inspect each Wednesday after receipt of invoice and immediately provide Contractor a written list of any deficiencies that will prevent payment.
8. **Cancellation:** Client reserves the right to cancel any of the services in his contract, which have not been completed by Contractor within the specified time frame. No compensation will be due for tasks not completed.
9. **Crew Size:** Contractor agrees to keep a minimum of ____ workers on the job at all times during the hours of ____ AM to ____ PM, ____ days per week in order to assure the timely completion of this contract. Failure to do so will be construed as a default under this agreement and Client, at is option may deduct daily penalties as outlined herein in addition to any other penalties which may also be due.
10. **Penalties/Reward:** Contractor agrees to a reduction in payment, or if payment has already been made, Contractor agrees to reimburse to Client the sum of \$ _____ per day for each day Contractor delays completion beyond _____ days of commencement of work. In turn, Client agrees to reimburse to Contractor the sum of \$ _____ per day for each day that the Contractor completes all work ahead of _____ days of commencement of work. Completion date shall be adjusted for change orders as agreed in writing between Contractor and Client.
11. **Communications:** Contractor and Client agree that communication between the parties is vital to the rapid completion of this contract. Each herewith agrees to promptly respond to any message from the other party.
12. **Waiver:** Failure of Client to insist upon strict compliance of any of the provision of this agreement shall not constitute a waiver of any violation, nor shall any partial payment outside of the “payment schedule” be deemed as a waiver of any of the Client’s right to strict compliance with any of the terms of this agreement.
13. **Addresses:** Contractor herewith provides to Client the true and correct residence address and private home telephone numbers of each of the Contractors signing below.
14. **Entire Agreement:** There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under _____ (state) Law, will not be recorded ad if not understood, parties should seek competent legal advice. If “Scope of Work” forms are attached, the agreement contained in that document is hereby made part hereof by reference.

15. **Special Stipulations:** The following stipulations, if in conflict with any of the proceeding, shall control:

IN WITNESS WHEREOF, all of the parties hereto affixes their hands and seals.

Client

Date

Contractor

Date

Contractor Residence Address: _____

Contractor Home Phone Number: _____

Contractor Pager Number: _____

Contractor Cell Phone: _____ Contractor Fax: _____