

# INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement")

dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## BETWEEN:

Client: \_\_\_\_\_ (the "Client")

Contractor: Horizon Handyman, P.O. Box 151, Delano TN, 37325 (the "Contractor")

## BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is of the opinion that the Client has right to solicit services for the property and is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### 1. Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"): \_\_\_\_\_
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide Services for the other tasks to the Client with additional Compensation that shall be added to the final invoice.

### 2. Term of Agreement

- o The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

### 3. Performance

- o The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### 4. Currency

- o Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### 5. Compensation

1. The Contractor will charge the Client a  Hourly Rate of \$ \_\_\_\_\_ for the Services (the "Compensation").  Flat Rate
2. The Client will be invoiced weekly, or when the Services are complete.
3. Invoices submitted by the Contractor to the Client are due upon receipt.  The Contractor
4. All materials required to complete the Services shall be the responsibility of  The Client
5. In the event that this Agreement is terminated prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro-rata payment of the Compensation to the date of termination.
6. The above Compensation includes all applicable sales tax and duties as required by law.

### 6. Penalties for Late Payment

1. Any invoices that are unpaid and overdue for 1 month for Commercial Projects or 2 Weeks for Residential Projects, will be taken out as a personal "payday" loan on behalf of the client at current market rate with weekly rollover and will incur interest and fees according to the terms of the loan provider. This loan shall remain in effect until the balance has been paid in full or otherwise a settlement been reached.
2. Any invoice for which payment was made but was later returned to The Client by means of a Stop Payment or Charge-back without prior knowledge and consent from The Contractor, will be

considered a willful attempt to breach this Contract. All work will cease and The Contractor will not perform any further work until all charges including the invoice, services performed but not yet invoiced, any bank fees incurred from the Charge-back and a fee totaling the greater of \$500 or %30 the total amount owed. As this may constitute Charge-back Fraud, The Contractor may additionally file criminal charges against The Client at their discretion.

7. **Reimbursement of Expenses**

1. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
2. All receipts for such expenses must be provided to the Client prior to such reimbursement.

8. **Return of Property**

- Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

9. **Capacity/Independent Contractor**

1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.
2. The Contractor is responsible for paying, and complying with reporting requirements for all applicable, local, state and federal taxes related to payments made to the Contractor under this Agreement.
3. The Contractor will provide a Social Security Number (SSN) to The Client to complete and submit a 1099 form to the IRS for tax purposes if The Compensation is to exceed \$600.

10. **Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

**Email Of Client:** \_\_\_\_\_

**Email of Contractor:** \_\_\_\_\_

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

2. This Contract additionally serves as a Notice To Owner for lien purposes as required by Tennessee state law (66-11-101 – 66-11-114). The Contractor hereby gives notice to the owner that the contractor will begin making improvements to the property as outlined in this contract. If The Contractor has sent an invoice to The Client and The Client has not awarded The Compensation after being given ample time to do so, The Contractor shall file a lien upon the real property and building for the improvements made in the amount of The Compensation owed and the lien shall persist for a duration of one (1) year or until paid.

11. **Indemnification**

- Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

12. **Miscommunication**

- The Client is expected to provide clear and concise instructions to The Contractor regarding the services required. Any part of the of the project in which The Client did not provide adequate instruction or otherwise was left to The Contractor's discretion and the services performed where not to The Client's satisfaction, The Contractor shall still be compensated for the time spent both in the original service, materials used if applicable as well as any additional services required to complete the project to The Clients satisfaction, including additional materials if applicable.
13. **Disposal of Construction Waste**
- During the course of the project there may be waste created that will need to be disposed of. It will be The Clients responsibility to provide means to dispose of this waste, both liquid and solid. If adequate disposal is not made available, The Contractor will follow industry practice for disposal of liquid waste by pouring the thinned waste down the nearest drain. If the waste creates a blockage in the drain, it will be The Clients responsibility to unclog or otherwise provide means to unclog the drain. For solid waste that must be hauled away by The Contractor, a fee may be applied to the invoice at the Contractors discretion.
14. **Workplace Access**
1. The Client will provide a direct and convenient path to and from the workplace, any fees related to The Contractor's parking location including charges related to The Contractor's vehicle getting stuck will be the responsibility of The Client.
  2. A safe and clear path must be available for The Contractor to move freely within the property as well as in the area the work is to be performed. It is expected for the work area to be clear of any objects that may get in the way, if The Contractor is required to move a significant amount objects in order to perform the services, a cleaning fee may be applied at The Contractor's discretion.
  3. The Contractor holds no responsibility for objects accidentally broken in the course of performing the services or moving the objects so that the services may be performed.
  4. If the work area is unsafe from remaining objects and The Contractor is significantly injured as a result, The Client will be responsible for any resulting medical bills.
15. **Accidental Damage**
1. During the course of the project there may be accidental damage caused by The Contractor while performing the services, any damage where The Contractor is fully at fault for and that is within The Contractor's ability to repair, The Contractor agrees to repair the damage at no extra charge. For damages that The Contractor is not able to repair, The Contractor will pay for the damages to be repaired.
  2. For damage that The Contractor has some part in but is not fully responsible for or otherwise not caused by a direct accident or negligence by The Contractor, such damage is considered Coincidental Damages and is the responsibility of The Client. If able, The Contractor agrees to repair the damage in exchange for additional Compensation, including reimbursement for additional materials used if applicable. If not able, The Contractor shall not be held liable for any part of its repair.
16. **Quality of Work**
- It is understood that The Contractor will employ time saving strategies as needed to achieve a good balance between quality of work and overall price. For areas that The Client wishes to be of higher quality, The Client must either indicate so before work is done on the area or accept that a significant amount of time and materials may be required to improve the area. Such time is not a mistake being repaired but is additional work required to achieve a higher quality that must be compensated for.
17. **Additional Clause**
1. For Residential properties, if the Client is unable to be present, proof of ownership of the property and a scan of the homeowner's identification such as driver's license will be required before the Contractor can begin the Services described above.
  2. If the Client is unable to be present to sign this agreement either physically or electronically, but has requested the services of the Contractor either through prior or remote contact, this Agreement will come into effect automatically, without need for signatures to be attached below.
18. **Health and Safety**

1. To comply with state regulation, upon explicit request, The Contractor and any subcontractors will wear face coverings, keep adequate distance and sanitize hands and/or surfaces. The Contractor may require The Client to do the same and The Client agrees to do so by request.
  2. During times of medical crisis from widespread sickness, plague, virus or disease, experimental cures such as vaccinations may become available to the public. It is understood that such cures may have side effects that can cause serious medical conditions to those around the participant through a process known as Shedding. If The Client participates in using experimental cures and The Contractor encounters medical complications as a result, The Client will be held fully responsible for such medical bills and vice versa. No party may hold the other responsible for sickness not caused by an experimental cure such as natural spreading of the flu, whether known or unknown.
19. **Modification of Agreement**
    - o Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
  20. **Time of the Essence**
    - o Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
  21. **Assignment**
    - o The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
  22. **Entire Agreement**
    - o It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
  23. **Enurement**
    - o This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.
  24. **Titles/Headings**
    - o Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
  25. **Gender**
    - o Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
  26. **Governing Law**
    - o This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.
  27. **Severability**
    - o In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
  28. **Waiver**
    - o The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Signature of Client** (The Client)

\_\_\_\_\_  
**Signature of Contractor** (The Contractor)