

Independent Contractor Agreement

I. Parties

The Contractor and the Client, defined below, and sometimes referred to in this document as “Parties”, intend to enter into this legally binding Painting Contract, hereafter sometimes referred to as “Agreement”, on this _____ day of _____, 20 ____, sometimes referred to in this document as “Effective Date.”

The party consisting of _____ [company name], with principal place of business _____, with representative or officer _____, with phone number _____ and email address or other contact information:

Shall be known within this Agreement as “Client,” and is the party issuing liquid and other considerations in exchange for promises made by the other Party.

The party consisting of _____ [full name], with address of residence _____, with phone number _____ and email address or other contact information:

Shall be known within this Agreement as “Contractor,” and is the party issuing covenants, promises, and performing or causing to be performed acts, beneficial to the other Party in exchange for liquid and other considerations.

II. Premises

The primary location where the acts of work are to be performed is _____
_____ [full address],

hereafter sometimes referred to as the “Premises”.

And the description of specific sub-locations, including but not limited to: buildings, walls, fixtures, floors, or rooms included or excluded, or specific areas which warrant further

description in order to further refine the defined premises with regards to the scope of this agreement, is as follows: _____

Security Access to the Premises is provided via the following protocol and procedure:

And the Schedule of Allowed Access of the Contractor to the Premises is:

III. Entire Agreement

This Agreement is the entire Agreement as of the Effective Date, between Parties, and supersedes and replaces any prior agreements, representations, and or warranties, express or implied, written, or oral, and such other agreements are voided, with the exception of the attached addendums listed below:

IV. Term

The Contract will be effective starting on this "Effective Date" of the _____th/_{rd} of _____, 20 __, and continue its effect until the "Expiration Date" of the _____th/_{rd} of _____, 20 __, or if stricken out, the effect will remain in perpetuity, until nullified by a separate binding act of nullification.

V. Fee

A Fee shall be paid from the Client to the Contractor, contingent upon and subject to the terms and conditions set forth in this agreement. The amount of the fee defined below is the entire fee, and the entire amount of consideration defined, exchanged by covenants, and promises defined in this Agreement.

FLAT FEE. If checked, The Fee is a flat fee with the total amount_____.

FORMULA FEE. The Fee is calculated using the following formula:

_____, with the total amount:

_____.

VI. Costs

COSTS EXCLUDED FROM FEE. Additional costs, including but not limited to: Shipping and postage, copy and shredding, transcription, notary services, translation services, filing fees, travel expenses, phone bills, courier fees, database access fees, software license fees, or other “out-of-pocket” expenses will be billed to the Client separately. Client Agrees to pay these fees subject to the following terms: _____.

COSTS INCLUDED IN FEE. All Out-of-Pocket expenses not listed in the Fee Formula, but required to accomplish the Services, will not be charged to the Client, and Contractor agrees to pay any reasonable expenses, subject to the following terms:

_____.

VII. Qualifications

The list of Key Performance Indicators (KPIs), certifications, standards, or other success criteria that are applied to the Services, which are used to factor into the Formula Fee, or define services as complete or incomplete are:

VIII. Work to be Performed

On the Work Premises and Principal Place of Business defined as _____ [address and specific location], the Contractor agrees to perform the scope of work for the Client, defined within the project titled herein, with consideration for such work defined below, "Consideration," and milestones and deadlines for the start of work term _____ [date] and end of work term _____ [date]

Contractor agrees to cause or perform the following acts of work, in exchange for Consideration given by the Customer, subject to each act and considerations' respective terms and conditions, which are described within this Article, and are sometimes referred to in this Agreement as "Project."

The project description is as follows:

The following tasks, milestones, and schedule are included within the duties of the contractor. Without which, the Considerations may not be issued, in whole or in part, by the Client to Contractor.

Task **Completion Criteria** **Start Date - End Date**

IX. Consideration

In exchange for the completion of tasks defined herein "Contractor's Duties," the following considerations are offered by the Client to Contractor. Each Consideration may be contingent upon reaching a particular milestone as defined below.

Item	Consideration	Contingent upon Milestone (if any)

X. Confidentiality

If a check is marked in the box the left of the word "Confidentiality", then Client has elected that this Agreement, its terms, existence, parties, and all provisions and communications regarding this Agreement are deemed confidential and protected from disclosure. Contractor agrees not to speak of, make copies of, share, or otherwise distribute any information regarding, including but not limited to confirming the existence of this agreement.

The Contractor will not at any time disclose information which is proprietary or confidential, belonging to the Client. The Contractor will use reasonable discretion and make a good faith attempt to protect any confidential information owned by the Client from accidental disclosure. Upon written request from the Client, the Contractor will provide all records, notes, or other documentation which reasonably may contain said confidential information belonging to the Client.

XI. Termination

WITHOUT CAUSE. Client may terminate this agreement without cause, if the notice for said termination is delivered to Contractor _____ days before Termination.

WITH CAUSE. Client may terminate this agreement with cause, if the notice for said termination is delivered to Contractor _____ days before Termination.

NOTICE COMMUNICATION PROCEDURE. Notices Shall be deemed delivered if sent in writing to the Address listed in Article 1: "Parties", and shall be sent as soon as possible within reason. Parties accept notices in paper form or by email to the address listed in Article I. The delivery date shall be the date sent, defined by SMTP server receipt timestamp in the case of email, or by postmark.

CHANGE OF MATERIALS. Contractor will notify Client within ____ Business days of any change bill of material estimates, third-party costs and incidental costs. Approval of changes shall be made in writing and signed by both parties as an addendum to this Contract.

QUALIFICATIONS. Contractor will notify Client as soon as possible once Contractor becomes reasonably notified or otherwise aware that qualifications presented in Article VII will lapse during Project.

XII. Nonwaiver

Failure of Parties to insist upon strict performance of the terms, covenants, and conditions herein contained, or to exercise rights implied or expressed within this Agreement shall not be deemed a waiver of any Parties' rights or remedies herein, or any prior or subsequent rights or remedies.

XIII. Subcontracting

[] If elected, Parties agree that Contractor may assign and/or subcontract work and acts defined in Project Articles within this Contract, including:

And excluding:

And if **NOT ELECTED**, Contractor may NOT assign and/or subcontract any work and acts defined in Project Articles within this Contract.

XIV. Assignment

This Contract cannot be re-assigned without consent from all Parties. In the event of the dissolution or cessation of any entity's existence which was a Party to this Contract, the remaining party(ies) may terminate the contract and seek compensation or damages from the previous owners, parent organizations, investors, or other persons or Parties which have previously held ownership or control of the dissolved or ceased entity or its parents.

XV. No Guarantee

Parties acknowledge that the Contractor does not guarantee success or completion of the Project, or favorable result of key performance indicators, and Contractor will only make a reasonable good faith attempt to cause said success factors to be favorable.

XVI. Dispute Resolution

The venue for any disputes relating to or arising from the contract will be in the local jurisdiction of the Premises. When a legal action arises from the agreement, the prevailing party shall be awarded reasonable attorney fees and court costs from the non-prevailing party.

If a dispute arises from this agreement and parties are unable to resolve their dispute, then both parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If either party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both parties attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney's fees and court costs even when otherwise entitled.

INITIALS _____ [Client] _____ [Contractor]

XVII. Force majeure

Parties will NOT be deemed in breach, or to have liability, or need to perform services, if the reason of the breach, liability, or failure to perform services, is due in whole or part to: acts of God, worker strike, supplier delay or lack of availability, regulation or regulation changes, war, epidemic, weather, unavoidable accidents or any other cause outside of the control of the Contractor or Client.

XVIII. Governing Law

This Agreement is subject to the law of _____, and specific statutes _____.

Any terms, covenants, promises, and provisions, whether express or implied, are voided if contradicted by governing law. Parties are not obliged to comply with any terms that violate any Governing law or cause any illegal action. If any terms are voided due to governing law, this does not affect other terms of this agreement, and all other terms of the agreement within reason shall remain in full effect.

XIX. Execution

IN WITNESS WHEREOF, on this _____ day of _____, 20____, (Execution Date) Parties undersigned intending to be legally bound, have caused their duly authorized officers to execute and deliver this binding Contract, to any successors, executors, heirs, administrators, and assigns, between the Parties formed into a legal agreement under the Governing Law, effective as of the day and year first written.

Contractor Signature	Full Name, Printed	Date
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Client Signature	Full Name, Printed	Date
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