



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by and between Aquire Restoration of Madison, Inc., a corporation organized under the laws of Wisconsin, with its principal office located at 925 Applegate Road, Madison, WI 53713, (“Company”), and _____, with its principal office located at _____, (“Contractor”).

Recitals

Whereas, Company is in the business of restoring damaged properties through related construction and repair services; and

Whereas, Contractor is the owner and operator of a business separate and distinct from Company and is engaged in the business of construction and related services; and

Whereas, Company desires to retain Contractor’s services under the terms and conditions set forth in this agreement.

Now, therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Contractor hereby agree as follows:

1. SCOPE OF DUTIES:

The services to be performed by Contractor include all services generally performed by Contractor in Contractor’s usual line of business as an independent contractor, including but not limited to the following:

- A. Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of services to be performed under this agreement.
- B. Contractor shall be responsible for ensuring necessary building permits have been obtained prior to performing the services to be performed under this agreement (when required by municipality).
- C. Contractor shall perform the services under this Agreement in a timely and workmanlike manner in accordance with generally accepted practices, principals and services of Contractor’s trade. Contractor shall clean up and/or remove excess debris created by services performed related to this agreement after individual contracts have been satisfied. The job site is to be left in the same condition as to when the Contractor first arrived to perform contract. Any Company expense(s) related to cleaning debris generated by Contractor will be withheld from final payment due to Contractor. Photo evidence and deductions will be attached and shown on final contract payment to Contractor.
- D. Contractor shall perform the services under this Agreement in accordance with any plans and specifications provided by Company. Contractor MUST provide a written estimate (unless emergency services) to Company prior to starting of work by Contractor.
- E. Contractor is to start and/or complete work on scheduled work dates with Company or communicate in advance onto why the schedule cannot be met. Contractor must follow scope of work outlined by

- Company and Contractor must not deviate without a written approval by Company. Additional work performed by Contractor will not be paid by Company if not agreed to in writing prior to start of said work.
- F. Contractor shall not hold Contractor out to any third party as being an agent or employee of Company. Contractor shall not have the authority, actual or apparent, or otherwise, to bind Company to any representation, contract, warranty, or other commitment or obligation.
 - G. Contractor or their agents, employees, representatives, subcontractors, and helpers are NOT to smoke inside any structure on any jobsite location and cigarette butts should be properly disposed of. Contractors shall never remove shirts to expose bare skin. Contractor's job-site radios are to be kept at a reasonable level and never play vulgar/raunchy music.
 - H. Company will use Visitor Sign-In Sheets on larger projects. Contractors are required to sign-in to jobsites where Visitor Sign-In Sheets are located at the main entrance. Contractors are to make sure windows and doors are properly secured upon departure from jobsite. Company will hold Contractor liable if property is not properly secured upon departure.
 - I. CONTRACTOR INVOICES SUBMITTED TO COMPANY HAVE TO BE VERIFIED THAT CONTRACT WAS SATISFACTORILY COMPLETED PRIOR TO ISSUING PAYMENT. COMPLETED CONTRACTOR INVOICES WILL BE ISSUED WITHIN 14 DAYS OF SUBMITTED INVOICE UNLESS LONGER PAYMENT TERMS ARE LISTED ON INVOICE. CONTRACTOR INVOICES MUST BE RECEIVED BY COMPANY BEFORE CLOSE OF BUSINESS EACH FRIDAY FOR THE CHECK TO BE ISSUED ON THE TENTH DAY (WHICH IS A WEEK FROM MONDAY). THE MAXIMUM PAYMENT SHALL BE 14 DAYS FROM WHEN CONTRACTOR INVOICE WAS SUBMITTED TO COMPANY FOR PAYMENT. ALL CONTRACTOR PAYMENTS ARE ISSUED ON MONDAY'S.
 - J. PAYMENTS MADE BY COMPANY THAT ARE DEPOSITED BY CONTRACTOR FOR COMPLETED WORK CONSTITUTE WAIVER OF LIEN RIGHTS ON SAID CONTRACT.
 - K. Prior to commencing services under this Agreement, Contractor shall obtain (and maintain for the term of this Agreement) the following insurance coverage for Contractor and Contractor's agent, employees, representatives, subcontractor, and helpers, naming Company as an Additional Insured under each insurance policy as outlines in the insurance requirements on **Page 6**:
 - (a) Workers' Compensation insurance which meets requirements in Wisconsin (including owner coverage for Contractor) **
 - (b) Comprehensive General Liability Insurance which meets requirements in Wisconsin **
 - (c) Automobile Liability Insurance which meets requirements in Wisconsin **** See Insurance Coverage Requirements on **Page 6** for coverage details

Insurance may not be revoked, reduced, or changed in a material way without at least 30 days advance written notice to Company. Contractor shall, upon request, provide Company with certificates of insurance evidencing complete compliance with all of the provisions set forth.

2. DURATION

- A. This contract shall commence on January 1, _____ and conclude one year later on December 31, _____, unless terminated prior to that date set forth hereunder.

3. INDEPENDENT CONTRACTOR STATUS

The parties intend that an independent contractor relationship will be created by this agreement. Nothing in this agreement shall be construed to be inconsistent with that relationship or status. No agent, employee or Contractor shall be deemed to be the employee, agent of Company. Under no circumstances shall Contractor

act, or fail to act, to convey the impression that Contractor is an employee or agent of Company. Nothing in this agreement shall constitute, or be construed as creating, a partnership or joint venture between Company and Contractor, or their successors or assigns. Contractor represents and warrants that Contractor's agreement to perform services under this agreement is not subject to any agreement between Contractors and a third party or any collective bargaining agreement or master agreement.

- a. It is understood that Company does not agree to use Contractor exclusively. Contractor is free to contract with other businesses for similar services while under this agreement.
- b. Company is interested only in the results to be achieved. The conduct and control of the services will lie solely with Contractor. The manner and means of conducting the services are under the sole control of the Contractor. The specific numbers of hours, as well as the time at which Contractor performs the services under the Agreement are within Contractor's control. However, they shall meet the requirement of the job. Contractor is responsible for the actual performance and superintendence of all services hereunder. However, the services shall be subject to Company's general right of inspection to secure the satisfactory completion thereof during the term of this Agreement and thereafter.
- c. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement, except as otherwise set forth herein.
- d. Contractor is not entitled to any of the benefits that Company provides its employees.
- e. Contractor will solely and entirely responsible and liable for Contractor's acts and omissions and for the acts and omissions of Contractor's agents, employee's, representatives, subcontractors, and helpers during the performance of the services under this agreement. The acts and omissions include either physical property damage and/or personal property damage of Company's end customer. Contractor's invoices will NOT be satisfied until damage has been rectified and/or agreed by all parties.
- f. Contractor represents and warrants that Contractor:
 - i. Maintains a separate business with Contractor's own office, equipment, materials, and other facilities which are related to the services to be performed under this agreement. Contractor holds such business out to the public as an independent business.
 - ii. Holds a federal employer identification number and has filed business or self-employment income tax returns with the Internal Revenue Service based on that service in the previous year.
 - iii. Operates under contracts to perform the kind of work or services specified in this Agreement for specific amounts of money and under which Contractor controls the means of performing the services.
 - iv. Incurs the main expenses related to the services that Contractor performs under the contract.
 - v. Is responsible for the satisfactorily completion of services that Contractor contracts to perform and is liable for a failure to complete the services.
 - vi. Receives compensation for services performed under a contract on a commission or per job or competitive bid basis and not on any other basis.
 - vii. May realize a profit or suffer a loss under contracts to perform service.
 - viii. Has continuing or reoccurring business liabilities or obligations associated with Contractor's business.

- ix. The success or failure of Contractor's business depends on the relationship of business receipts to expenditures.

4. TAX LIABILITY

Contractor assumes sole responsibility for the payment of all assessments, payroll taxes, and contributions, whether federal, state, or local, as to Contractor and any agent, employee, representative, subcontractor, or helper of Contractor engaged in the performance of work under this Agreement. Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, income, self-employment, social security, or other taxes, or assessments of whatever nature or kind levied or assessed as a consequence of the services performed or on the compensation paid under this Agreement. If, despite the parties' intent, a court of competent jurisdiction or federal or state agency determines that Contractor is an employee subject to withholding, payroll taxes, or other taxes or contributions (including social security contributions), Contractor acknowledges that all payments to Contractor under this agreement are gross payments and Contractor is responsible for all withholding, taxes, and contributions thereon.

5. INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

Contractor will indemnify, defend, and hold Company and its officers, agents, employees, representatives, attorneys, divisions, subsidiaries, affiliates, insurers, and all personal acting by, through, under, or in concert with any of them harmless from any and all charges, claims, demands, liabilities, damages, losses, and expense, including reasonable attorneys' fees and costs, sustained by Company on account of any charge, claim demand, suit, action, judgement, or execution whatsoever arising out of Contractor's acts or omissions in the performance of the services required hereunder, or as a result of Contractor's breach of this Agreement (including any acts, omissions, or breaches by any agent, employee, representative, subcontractor, or helper of Contractor), except to the extent any such charge, claim, demand, suit action, judgement, or execution arises out of the negligence of Company, in which case each party shall be responsible for such share of such charge, claim, demand, suit, action, judgement, or execution as is caused by its acts or omissions. Contractor will also indemnify, defend, and hold Company and its officers, agents, employees, representatives, attorneys, divisions, subsidiaries, affiliates, insurers, and all personal acting by, through, under, or in concert with any of them harmless against payroll, taxes, penalties, and interest. Company is required to pay as a result of Contractor's relationship with Company.

6. TERMINATION

- a. Company may terminate its obligations under this Agreement at any time if any of the following events occur:
 - i. Any assignment or attempted assignment by Contractor of any interest in this Agreement without Company's prior written consent;
 - ii. Submission by Contractor of any false or fraudulent reports, or any other false or fraudulent statement;
 - iii. Theft or conversion, or attempted theft or conversion, of Company property or the property of its agents, employees, representatives, customers;
 - iv. Any breach by Contractor of this Agreement;
 - v. Death or disability of Contractor;
 - vi. Carelessness or untimeliness in performance of any aspect covered under this Agreement;

b. In the event Company terminates this Agreement prior to the scheduled termination date or completion of the services, Company shall be relieved of any obligation to pay Contractor the consideration under this Agreement. However, Contractor's duties shall survive beyond the termination.

7. WAIVER

Contractor understands that a waiver by Company of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

8. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

9. MODIFICATION

No provision of this Agreement may be modified, altered, or amended except by an instrument in writing executed by the parties.

10. SEVERABILITY

If any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect by a court or agency of competent jurisdiction, then the remainder of this Agreement, and the application of such provision in circumstances other than those as to which it is so declared invalid or unenforceable, shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. ASSIGNMENT

Any assignment of this Agreement by Contractor without prior written consent of Company shall be void.

12. GOVERNING LAW

The validity, interpretation, construction, and performance of this Agreement shall in all respect be governed by the laws of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20____.

CONTRACTOR

AQUIRE RESTORATION, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

DATE: _____

DATE: _____

Attached: Insurance Coverage – Requirements