

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of_____, 20_____, by and between_____, hereinafter called the Contractor, and _____, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named herein agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work described in the specifications entitled Exhibit A, as annexed hereto as it pertains to work to be performed on property located at: _____.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before_____, 20_____, and shall be substantially completed on or before_____, 20_____. Time is of the essence.

ARTICLE 3. THE CONTRACT PRICE

The owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of _____ Dollars (\$_____), subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following:

- Twenty-five Percent (25%) upon completion of first week's work
- Twenty-five Percent (25%) upon completion of second week's work
- Twenty-five Percent (25%) upon completion of third week's work
- Twenty Percent (20%) completion of third week's work
- Five Percent (5%) after resolution of punch list items. Owner will compile punch list within three (3) days of project completion.

ARTICLE 5. GENERAL PROVISIONS

1. Contractor is an independent contractor; (A) to be paid by the job, not by the hour; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid: and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract with Owner.

2. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.

3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.

4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed by both Owner and Contractor.
7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
10. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
12. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
12. Contractor warrants all work for a period of _____ months following completion.

ARTICLE 6. OTHER TERMS

Signed this _____ day of _____, 20_____.

Owner

Contractor

