



INDEPENDENT CONTRACTOR SERVICES AGREEMENT (NON-EMPLOYEE COMPENSATION CONTRACT)

This Independent Contractor Services Agreement (the "Agreement") is entered into on this _____ by and between _____ ("Contractor") and _____, a (_____) limited liability company or S Corp ("Client") for services to be rendered at _____.

Contractor will commence work on or before _____ and will perform the same on a daily basis.
This work shall be completed on or before _____.

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 foregoing, 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 and Social Security, and to obtain insurance, including worker's compensation coverage and public liability insurance and property damage insurance arising out of or relating to this Agreement. Contractor warrants that upon signing of this Agreement that Contractor has obtained all stated and necessary insurance and that it shall be kept in full force and effect until the completion of the work contracted for herein, and that the Client shall be named as an additional insured on all of the Contractor's insurance policies. The terms of this Agreement shall apply to and encompass all services rendered by any/all sub-contractors performing services on behalf of the Contractor. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, Client's representatives, agents and employees from all claims, losses, damages and expenses arising out of or resulting from the performance of the work, including but not limited to any such claim, loss, damage or expense caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for.

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. Project Cost Estimate: Pre-construction estimates for construction costs and coordination are *approximately* _____. The Contractor shall use the Contractor's best efforts and make every effort possible to keep costs of construction with stated budget and in an event the costs surpass estimates, the Contractor will follow the rules of change orders, stated in this document.

4. Taxes and Building Permits: The Contractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

5. Inspections: The Contractor shall call for all building inspections, meet with the inspectors, and ensure that all work contemplated herein passes all required building inspections. The Contractor shall pay for the entire cost of any re-work resulting from a failed inspection. If the Contractor fails to pay for any re-work inspection costs, the Client may deduct the reasonable costs against any sums due to the Contractor.

6. Clean-up: Contractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If the Client determines in the Client's sole discretion that the Contractor is not cleaning up the job on a daily basis, the Client may have the job cleaned up on a daily basis and can deduct the reasonable costs against any sums due to the Contractor.

7. Client Approval: Client will approve Contractor services on the following basis:

- a. The services meet all governing building codes.
- b. All required building permit inspections have been completed and passed.
- c. The services have been completed including all punch-out work as agreed.

8. Invoicing and Payments: See the payment schedule as contained in Exhibit "B", attached hereto and made a part hereof by reference.

9. Change orders: The Contractor understands and agrees that no change orders or contract additions may be made unless agreed to in writing by the Client and Contractor. This includes but is not limited to alternations, additions, or small changes made in the work





or the method of performance. If any additional work is performed and not covered in this Agreement, the Contractor proceeds at the Contractor's own risk and expense and hereby waives any rights to reimbursement or contribution from the Client, in addition to waiving any other rights that may become available to the Contractor to be compensated for the additional work.

10. Cancellation: The Client may, without any further obligation or penalty, (i) cancel any of the services in this contract which have not been completed by the Contractor within the specified time frame and / or (ii) cancel, at any time, any of services in this Agreement which have not yet been started by the Contractor. Upon such cancellation, the Contractor shall only entitled to compensation for the work performed. No compensation will be due for any and all of (i) the work that has not been started, and (ii) the portion of the work that is remaining to be completed.

11. Penalties: If the Contractor delays completion of the work beyond _____ days, the Client may reduce the Contractor's fee by the sum of \$100 for each day the Contractor delays completion of the work beyond the aforementioned date. Or, if the payment has already been made, the Contractor shall reimburse to Client the sum of \$100 for each day the Contractor delays completion of the work beyond the aforementioned date. The completion date may be adjusted for change orders, if in a signed writing between the Contractor and the Client.

12. Warranty: The Contractor warrants all services for one year after completion. If any item develops a problem within one year of completion, the Contractor shall repair it within three (3) business days of being notified by the Client, at no additional expense to the Client. If the Contractor does not make the requested repairs within three (3) business days, the Client may have a third party complete the repairs, and the Client may charge the Contractor for all reasonable costs incurred to complete the repairs.

13. Waiver: Failure of the Client to insist upon strict compliance of any of the provisions 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 rights to strict compliance with any of the terms of this Agreement.

14. Address: The Contractor herewith provides to Client the true and correct residence address, home phone number, and Federal Employer Identification Number or Social Security Number.

15. Arbitration:

The Client and Contractor agree that, if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF SAN DIEGO. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

16. Controlling Law:

- a. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN. TO THE EXTENT THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE NOT ENFORCED OR COURT PROCEEDINGS ARE OTHERWISE REQUIRED, COMMENCED OR MAINTAINED, THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER SAN DIEGO COUNTY, CALIFORNIA, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT, AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF CALIFORNIA IS AN INCONVENIENT FORUM.
- b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect. .

17. Time is of the essence of this Agreement.





18. No Rule of Construction Against the Drafter. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this Agreement.

19. Entire Agreement: The Agreement constitutes and represents the entire agreement between the Client and the Contractor, and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the parties relating to the work to be performed hereunder. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against either party.

20. Special Stipulations: The following stipulations, if in conflict with any of the preceding, shall control:
The Contractor and any/all sub-contractors rendering services on behalf of the contractor waives his/her right to hold the Client liable for any and all injuries occurring as a result of services rendered.

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

Client: _____ Date: _____

Contractor: _____ Date: _____

Social Security or Federal ID #: _____

Address: _____

EXHIBIT "A" SERVICES PROVIDED

EXHIBIT "B" PAYMENT SCHEDULE

EXHIBIT "C" INSURANCE AGREEMENT

Cost for services and labor rendered is: _____

Total cost for the services contained in this Agreement including labor and materials is: _____

