



INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (Agreement) is made and entered into this _____ day of _____ 20____ by and between Taylor Contracting and Roofing, Inc., hereinafter referred to as “Taylor”, whose address is 2616 Griffin Road, Fort Lauderdale, FL 33312 and _____ hereinafter referred to as the “Independent Contractor” whose address is:

1. ACCEPTANCE: The Independent Contractors’ acceptance of this Independent Contractor Agreement (Agreement) is expressly limited to the terms of this agreement and any additional or different terms suggested by Independent Contractor are rejected unless expressly agreed to in writing by Taylor. Upon acceptance by Independent Contractor, this agreement shall constitute a valid and binding contract which shall be governed, constructed and subject to the laws of State where the work is performed. This agreement shall be interpreted so as to require the Independent Contractor to comply with each and every requirement contained or referred to in this Agreement. In the event of a conflict between this Agreement and any other document referenced herein, the terms and conditions of this Agreement shall govern. This Agreement supersedes any and all other agreements entered into by the parties.

2. DESCRIPTION OF WORK: Independent contractor will provide all tools, labor, equipment, supplies, rentals and supervision necessary to perform and provide the services and/or materials (the “Work”) in a good workman like manner. Unless provided by Taylor, the Independent Contractor shall provide all materials to satisfactorily complete the work. The work will be performed on a property by property basis, at each address where Taylor and the Independent Contractor agree that the work is to be performed. The Independent Contractor is responsible for daily cleaning all scrap and debris resulting from the work. Failure to clean the job site will result in charges being assessed by Taylor and deleted from any payments due to the Independent Contractor. The work shall be performed in accordance with the Building Codes applicable to the location where the work is to be performed. Upon completion of the work, all express and implied warranties made by or to the Independent Contractor concerning or arising from the work shall be deemed to have been assigned automatically to Taylor.

3. PAYMENT SCHEDULE: Taylor will pay the Independent Contractor in accordance with the amounts set forth in the applicable price agreement or Independent Contractors bid as accepted by Taylor in writing and / or Taylors’ work orders. The Independent Contractor will be paid upon satisfactory completion of the work as determined and approved by Taylor. The independent contractor agrees Taylor may retain 10% for sixty days. The independent contractor agrees Taylor may withhold payment in the event payment to Taylor from the property owner is not received, until such monies are received by Taylor. To the extent of any conflict, this agreement supersedes any invoice or purchase order issued by the Independent Contractor to Taylor. No limitation or additional terms contained on any invoice or purchase order issued by

Independent Contractor shall have any force or effect as to Taylor. All payments will be by check. By accepting each payment and negotiating each check received from Taylor, the Independent Contractor represents and warrants that:

- (a) All of the labor, materials, and supervision relating to the payment have been completed, and
- (b) All suppliers, laborers, artisans, mechanics, rentals, and material men have been paid.

Failure to comply with the representation and warranty in the foregoing sentence shall constitute a fraudulent act by the Independent Contractor.

4. INDEPENDENT CONTRACTOR STATUS: Unless agreed and provided by Taylor, all labor, tools, transportation, supplies, materials, equipment, and supervision will be provided by the Independent Contractor. The Independent Contractor represents and warrants to Taylor that this agreement establishes an independent contractual relationship between the parties and absolutely excludes any employer-employee relationship. The Independent Contractor is available to the general public as an Independent Contractor for other work, contracts, or services as the Independent Contractor desires to offer. The Independent Contractor maintains an office and principal place of business at the address stated above. This is not an exclusive agreement. Taylor expressly disclaims any intent or desire to encourage, discourage or inhibit the Independent Contractor's rights to enter into any other contracts or agreements as the Independent Contractor deems appropriate. Any provision in this agreement that may appear to give Taylor the right to direct the Independent Contractor as the details of the work or to exercise a measure of control over the work shall be deemed to mean that the Independent Contractor shall follow the desires of Taylor, concerning the results of the work only. All personnel assigned by the Independent Contractor to perform the work, whether Independent Contractors employees or its own subcontractors, are within exclusive control of Independent Contractor regarding the assignment and performance of the work. Independent Contractor agrees that Taylor has no control over the working conditions, wage rates, equipment, or methods employed by Independent Contractor in the performance of the work.

5. TERM: Time is of the essence in the performance of any obligations under this agreement. This agreement may be terminated by Taylor at any time for any reason without prior notice. Unless terminated by Taylor, this agreement shall run from day to day, or until the work has been completed as determined by Taylor. Even if the work is completed at one address, the agreement shall control the terms of the work and govern the rights, duties, and obligations of the parties at each address at which the Independent Contractor performs work. The foregoing sentence does not restrict Taylor from terminating this agreement and the services of the Independent Contractor at any time or location. The representation and warranties in this agreement will survive for four years past the termination of this agreement, and the defense and indemnify covenants contained in Sections 8 and 10 will survive indefinitely.

6. COMMENCEMENT OF THE WORK: Taylor will not supervise the Independent Contractor's performance of the work but may periodically inspect the progress of the work to satisfy itself that the Independent Contractor is performing the work on schedule and to a standard of quality desired by Taylor.

7. INSURANCE: The Independent Contractor shall obtain, before commencement, and shall maintain until final acceptance of the Work, such insurance as specified in this section to protect the Independent Contractor and the Indemnified Parties for claims arising out of or resulting from Independent Contractors work or operations under this Agreement, whether such operations are performed by a Service Provider or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Independent Contractor may be liable. **THE INDEPENDENT CONTRACTOR SHALL PROCURE AND MAINTAIN ALL SUCH INSURANCE ON A PRIMARY AND NON-CONTRIBUTORY BASIS.** All insurance of Taylor is in excess to Independent Contractor's insurance.

Independent Contractor shall have its insurance name Taylor Contracting and Roofing, Inc. and, upon request, any other Indemnified Parties, as additional insured.

Independent Contractor shall procure and maintain no less than the following insurance coverage, with an insurance carrier rated A or better by A.M. Best and authorized to do business in the jurisdiction where the Work is performed:

- (a) Commercial general liability with a minimum of \$500,000 for each occurrence, and \$1,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury;
- (b) Comprehensive vehicle liability insurance with minimum limits of \$500,000 combined single limit each accident, including bodily injury and property damage liability;
- (c) Workers' compensation insurance in statutory amounts and employer's liability insurance with a minimum limit of \$500,000 or equivalent medical payment insurance with corresponding liability insurance or provide Texas Workers Compensation Commission form TWCC-83; and
- (d) Professional liability insurance covering each consultant or independent contractor providing professional services to Independent Contractor, with minimum limits of \$1,000,000 each claim.

The Independent Contractor shall provide Taylor at least thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state the insurer will provide Taylor thirty (30) days prior written notice of a change or cancellation in coverage. The insurance coverage required hereunder shall be of sufficient scope and duration to ensure coverage of the Independent Contractor and Taylor for liability related to any claims arising prior to expiration of the applicable statutes of limitation and/or repose related to Independent Contractors Work.

The Independent Contractor and its insurers waive all rights of subrogation against Taylor, and any other Indemnified Parties, to the maximum extent allowable by law.

8. INDEMNIFICATION: THE INDEPENDENT CONTRACTOR AGREES TO DEFEND AND INDEMNIFY THE PROPERTY OWNER, TAYLOR, ITS AFFILIATES, AND EACH OF THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, DEMANDS, CAUSES OF ACTION,

LAWSUITS, LIABILITIES, ADMINISTRATIVE PENALTIES, FINES, OR EXPENSES, OF EVERY KIND AND CHARACTER (INCLUDING BUT NOT LIMITED TO ITS PRO-RATA SHARE OF LEGAL FEES, COURT COSTS, AND THE COSTS OF LITIGATION INCURRED BY TAYLOR, IF ANY) FOR INJURY OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR CITATIONS ISSUED FOR VIOLATION OF THE OCCUPATIONAL SAFETY & HEALTH ACT (OSHA) (INCLUDING CITATIONS FOR REPEAT VIOLATIONS EVEN IF THE INDEPENDENT CONTRACTOR DID NOT COMMIT THE PRIOR VIOLATION THAT RESULTS IN THE VIOLATION BEING CHARACTERIZED AS A REPEAT VIOLATION) ARISING FROM OR IN ANY WAY RELATED TO THE WORK OR ANY BREACH OF THIS AGREEMENT BY INDEPENDENT CONTRACTOR, INCLUDING THOSE CLAIMS RELATING TO THE INDEPENDENT CONTRACTORS EMPLOYEES, SUPPLIERS, LABORERS, ARTISANS, MECHANICS, OR MATERIAL MEN (COLLECTIVELY COVERED CLAIMS), TO THE EXTENT CAUSED, WHETHER IN WHOLE OR IN PART BY NEGLIGENT ACTS OR OMISSIONS OF INDEPENDENT CONTRACTOR'S EMPLOYEES, SUPPLIERS, LABORERS, ARTISANS, MECHANICS, OR MATERIAL MEN. IF TAYLOR PAYS FOR ANY AMOUNT ARISING FROM COVERED CLAIMS, THE INDEPENDENT CONTRACTOR SHALL PAY ITS PRO-RATA SHARE OF SUCH AMOUNT TO TAYLOR IMMEDIATELY UPON DEMAND OF TAYLOR.

9. TAXES: The amount paid by Taylor Construction Inc. of Texas to the independent contractor includes all applicable sales taxes, municipal, state or otherwise, and the stated price on any invoice of Independent Contractor to Taylor Contracting and Roofing, Inc. shall include all applicable sales tax. Independent Contractor shall be responsible for and shall pay all applicable sales tax, municipal, state or otherwise. THE INDEPENDENT CONTRACTOR AGREES TO ACCEPT FULL RESPONSIBILITY FOR AND AGREES TO DEFEND AND INDEMNIFY TAYLOR FROM THE PAYMENT OF ANY AND ALL TAXES THAT MAY BE LAWFULLY DUE FROM THE INDEPENDENT CONTRACTOR TO ANY GOVERNMENTAL ENTITY INCLUDING BUT NOT LIMITED TO INCOME TAXES, FICA OR OTHER WITHHOLDING TAXES, FRANCHISE TAX, SALES TAX, ETC.

10. COMPLIANCE WITH LAWS: At no additional cost to Taylor, the Independent Contractor shall obtain all permits necessary to conform strictly to the ordinances and regulations of the governmental authorities having jurisdiction in the area where the work is being performed. At no additional cost to Taylor the Independent Contractor agrees to have and maintain all required licenses and registrations if required for specific work performed including, but not limited to, HVAC, Plumbing, Electrical, and Irrigation. The Independent Contractor agrees to comply with all laws including municipal, state and federal. The foregoing sentence references all laws including but not limited to laws governing activities monitored by The Environmental Protection Agency (EPA), and any state agencies of similar nature. The Independent Contractor further acknowledges its duty to assure that all its employees are authorized to work in the United States and to complete all paperwork required by and otherwise comply with the Immigration Nationality Act (INA) and the Immigration Reform and Control Act (IRCA). Taylor expressly reserves the right to terminate this agreement for Independent Contractor's failure to comply with any laws including INA and IRCA. THE INDEPENDENT CONTRACTOR AGREES TO DEFEND AND INDEMNIFY OWNER AND TAYLOR FOR ALL LIABILITY, INCLUDING LIABILITY FOR FINES, INTEREST, PENALTIES, AND

LEGAL FEES, ARISING FROM INDEPENDENT CONTRACTOR'S FAILURE TO COMPLY WITH THE EPA, INA AND/OR IRCA, ETC.

11. SAFETY: The Independent Contractor recognizes the importance of and agrees to comply with all state and federal safety and health standards applicable to the performance of the work, including but not limited to those issued by or under OSHA. Independent Contractor warrants that all labor, materials, and equipment shall be furnished in full compliance with the requirements of the Occupational Safety and Health Act, and the regulations promulgated thereunder, and any other applicable safety laws or regulations. Independent Contractor shall indemnify Taylor from and against all liability arising in connection with Independent Contractors' failure to comply with such laws and Independent Contractor shall directly receive and be responsible for all citations, assessments, fines, or penalties that may be incurred by reason of such violation. The independent contractor also agrees to:

- (a) Have a documented safety program for all workers it assigns to perform the work including documented safety meetings;
- (b) Assign a competent person to conduct frequent and regular safety inspections of the work and;
- (c) Provide all personal protective equipment and gear required for the work to be performed.

The Independent Contractor will advise Taylor if Independent Contractor is inspected or contacted by any safety monitoring agency while performing the work. Any safety policies, recommendations or other safety related information or materials received from Taylor are merely provided to assist or supplement Independent Contractors' own safety program and are not to be considered directions from Taylor. The Independent Contractor acknowledges that neither the Independent Contractor nor its workers shall rely on any action of Taylor in complying with this provision regardless of whether or not Taylor may, or may not, from time to time notify the Independent Contractor or its workers of a possible safety concern. Independent Contractor recognizes and agrees Taylor is not an expert concerning the subject of safety and that Taylor will inspect the work with a view towards determining compliance with OSHA or other regulations that may constitute a standard of care applicable to any person. The Independent Contractor shall educate and train its workers concerning Material Safety Data Sheets and the Independent Contractor's Hazardous Communication Program.

12. PROFESSIONALISM: In all phases of operation, Taylor strives to conduct its business in a professional manner. The professionalism that is required of Taylors' employees is also expected from the Independent Contractor. As such, Independent Contractor agrees to the following for itself, its employees, representatives, agents, and subcontractors while performing work for Taylor:

- (a) Maintain a courteous and respectful attitude.
- (b) Enforce a dress code that disallows, nontraditional body piercing (except for religious reasons), shirts with the sleeves torn or cut off, cut off shorts, tank tops, bare feet, caps or other clothing with vulgar, alcohol related, racial, or sexually related wording or images.

(c) Remove, clean or cover soiled footwear prior to entering homes or other structures with flooring installed;

(d) Provide a representative that can effectively communicate with Taylor representatives and the property owner when necessary;

(e) Make every effort possible to limit the amount of damage or mess caused by the work, including preparing the job site to protect property;

(f) Thoroughly clean the jobsite prior to leaving the property each day and;

(g) Complete all work initiated in a timely manner.

13. CONFIDENTIALITY: The Independent Contractor agrees information such as but not limited to payment amounts is confidential. The Independent Contractor agrees the disclosure of such information could mitigate Taylors' ability to earn profit. If Independent Contractors disclosure of such information mitigates Taylors' ability to earn profit or causes Taylor to lose profit Independent Contractor agrees to accept financial liability for the lost profit and damages to Taylor resulting from the disclosure of such information.

14. BACKGROUND CHECKS: The Independent Contractor also agrees to obtain from the Department of Public Safety (DPS) or a private vendor approved by the DPS and offering services comparable to services offered by the DPS all criminal history record information relating to an officer, employee, or prospective employee of the Independent Contractor whose job duties require or will require entry into or upon another person's property to deliver, place, assemble, repair, assess or install an item.

15. TERMINATION: Taylor reserves the right to terminate, without charge, Independent Contractor from all or any part of the Work, if Independent Contractor fails to perform all or any part of this Agreement. Such termination shall not be deemed a waiver of any other right reserved to Taylor in the Agreement, or by law for any delay or failure to deliver as specified. In the event of termination by Taylor, Taylor shall pay to Independent Contractor the total sum of the lesser of (1) the Contract Price less the cost to Taylor of having the Work completed by another party strictly selected by Taylor or (2) the Contract Price prorated by the percentage of the completion of the Work. If Taylor has already made payments to Independent Contractor, the sum due to Independent Contractor from Taylor is reduced by those payments, or, if such payments exceed the sum due, Independent Contractor shall refund the difference to Taylor. The parties agree that such amount shall also be deemed to fully compensate Independent Contractor for the work completed and for any damages resulting from Taylors' termination of this Agreement, including without limitation anticipated profits on Work not yet performed. In all events, Taylor shall have no obligation to pay for work that materially deviates, in kind or quality, from the terms of this Agreement.

16. LIENS: In consideration of this Agreement, and provided that this waiver and release shall not become effective until full payment of the Contract Price has been remitted and the remittance has been marked paid by the bank against which drawn, Independent Contractor waives and releases any and all liens and claims, statutory or otherwise, which now exist or

hereafter arise, because of any and all labor materials, and equipment furnished by or through Independent Contractor in connection with this Agreement. Independent Contractor shall furnish, if requested by Taylor, documentation required to enforce and maintain this waiver and release and/or to keep Property free from any and all liens or claims for liens arising out of labor, materials, or equipment furnished under this Agreement.

17. CHANGE ORDERS: All change orders requiring additional compensation by Taylor to Independent Contractor must be in writing and signed by both parties. Independent Contractor is not authorized to receive change orders directly from the project owner and agrees to refer all such requests to Taylor. Taylor will not pay Independent Contractor for any work performed by Independent Contractor at the direction of the project owner without approval from Taylor.

18. ASSIGNMENT: Independent Contractor shall not assign or transfer this Agreement, or any part of this Agreement, or any amount due and payable or to become due and payable hereunder, without the written consent of Taylor, and any such assignment or transfer without such written consent shall be null and void. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives, provided that nothing contained in this paragraph shall be construed so as to authorize Independent Contractor to make any assignment or transfer prohibited in this Agreement.

19. MEDIATION: The parties shall endeavor to resolve any disputes arising out of this Agreement by mediation. Demand for mediation shall be served in writing on the other party to this Agreement. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of thirty (30) days from the date of mediation demand, unless stayed for a longer period by agreement of the parties or court order.

20. VENUE AND LAW: Claims, disputes and other matters in question arising out of or relating to this Agreement that are not resolved by mediation, shall be decided by a legal or equitable non-jury court action, with the parties hereto agreeing that venue for any such action shall be in the State of Texas court of competent jurisdiction situated in Harris County, Texas, and this Agreement shall be governed by the law of the State of Texas. The parties do hereby knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, claim, counterclaim or any other legal proceeding based on this Agreement or arising out of or in connection with any work performed under this Agreement.

21. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

22. CONSTRUCTION OF AGREEMENT: In the event that any part of this Agreement shall be declared void or unenforceable, such imperfection shall not affect the validity or enforceability of the remainder of this Agreement. The invalid or unenforceable provision will be replaced by a mutually agreeable provision which is enforceable and closest in the original intent of the negotiations of the parties, and no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship. The clause headings

appearing in this Agreement have been inserted for the purpose of convenience and ready reference, they do not purport to, and shall not be construed to, define, limit, or extend the scope or intent of this Agreement. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute a waiver of that party's right to enforce the same in the event of a continuing or subsequent default on the part of the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Taylor Contracting and Roofing, Inc.

Independent Contractor

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____