

**INDEPENDENT CONTRACTOR AGREEMENT FOR  
CONSTRUCTION CONTRACTOR**

This Agreement is made between \_\_\_\_\_ ("Owner"), and \_\_\_\_\_  
("Contractor").

**1. Services to Be Performed**

Contractor shall furnish all labor and materials to construct and complete the project shown on the contract documents contained in Exhibit A and/or Estimate, which is attached to and made part of this Agreement.

**2. Payment**

(Check and complete applicable provision.)

Owner shall pay Contractor for all labor and materials the sum of \$ \_\_\_\_\_.

OR:

Owner shall pay Contractor \$ \_\_\_\_\_ for labor. Materials shall be paid for by Owner upon delivery to the worksite, or as follows: \_\_\_\_\_.

**3. Terms of Payment**

(Check and complete applicable provision.)

Upon completing Contractor's services under this Agreement, Contractor shall submit an invoice. Owner shall pay Contractor within \_\_\_\_\_ days from the date of Contractor's invoice.

OR:

Contractor shall be paid \$ \_\_\_\_\_ upon signing this Agreement and the remaining amount due when Contractor completes the services and submits an invoice. Owner shall pay Contractor within \_\_\_\_\_ days from the date of Contractor's invoice.

**4. Time of Completion**

The work to be performed under this Agreement shall commence on \_\_\_\_\_ and be substantially completed on or before \_\_\_\_\_.

**5. Permits and Approvals**

(Check applicable provision.)

Owner shall be responsible for determining which state and local permits are necessary for performing the specified work, and for obtaining and paying for the permits.

OR:

Contractor shall be responsible for determining which state and local permits are necessary for performing the specified work, and for obtaining and paying for the permits.

**6. Limited Warranty**

Contractor warrants that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws.

**7. Site Maintenance**

Contractor agrees to be bound by the following conditions when performing the specified work:

- Contractor shall remove all debris and leave the premises in a broom clean condition.
- Contractor shall perform the specified work during the following hours: \_\_\_\_\_
- Contractor agrees that disruptively loud activities shall be performed only at the following times:  
\_\_\_\_\_.
- At the end of each day's work, Contractor's equipment shall be stored in the following location:  
\_\_\_\_\_.

### **8. Subcontractors**

Contractor may at its discretion engage subcontractors to perform services under this Agreement, but Contractor shall remain responsible for proper completion of this Agreement.

### **9. Independent Contractor Status**

Contractor is an independent contractor, not Owner's employee. Contractor's employees or subcontractors are not Owner's employees. Contractor and Owner agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- The Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement; Owner shall not hire, supervise or pay any assistants to help Contractor.
- Owner shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Owner.

### **10. Local, State and Federal Taxes**

Contractor shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Owner will not:

- withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

The charges included here do not include taxes. If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Owner. Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Owner.

### **11. Insurance**

Contractor agrees to obtain adequate business liability insurance for injuries to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

### **12. Terminating the Agreement**

(Check and complete applicable provision.)

- [ ] With reasonable cause, either Owner or Contractor may terminate this Agreement effective immediately by giving written notice of cause for termination. Reasonable cause includes:
- a material violation of this Agreement, or
  - nonpayment of Contractor's compensation after 20 days written demand for payment.

Contractor shall be entitled to full payment for services performed prior to the effective date of termination.

OR:

Either Owner or Contractor may terminate this Agreement at any time by giving \_\_\_\_\_ days written notice of termination. Contractor shall be entitled to full payment for services performed prior to the date of termination.

### **13. Exclusive Agreement**

This is the entire Agreement between Contractor and Owner.

**(Optional: Check if applicable.)**

### **14. Modifying the Agreement**

Owner and Contractor recognize that:

- Contractor's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Contractor when this Agreement was made
- Owner may desire a mid-project change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

### **15. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to court.

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

### **16. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

### **17. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

### **19. Applicable Law**

This Agreement will be governed by the laws of the State of \_\_\_\_\_.

**Signatures**

**Owner:**

\_\_\_\_\_ [Name of Owner]

By: \_\_\_\_\_

Signature

\_\_\_\_\_ [Typed or Printed Name]

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor:**

\_\_\_\_\_ [Name of Contractor]

By: \_\_\_\_\_

Signature

\_\_\_\_\_ [Typed or Printed Name]

Title: \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

Date: \_\_\_\_\_