

# Cumberland Field Services

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## PROPERTY PRESERVATION CONTRACTOR AGREEMENT

This PROPERTY PRESERVATION CONTRACTOR AGREEMENT is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_, by Cumberland Field Services (hereinafter referred to as “company” and \_\_\_\_\_ (hereinafter referred to as “contractor”) agrees as follows:

**1. Independent Contractor-** Subject to the terms and conditions of this Agreement, the company hereby engages the Contractor as an independent contractor to perform the work set forth herein, and the Contractor hereby accepts such engagement.

**2. Services to be performed-** Contractor agrees to perform work, including, but not limited to, lawn maintenance, securitization, debris removal, lock changes, and other related property preservation duties. The company will not deduct or withhold any taxes, FICA or other deductions. As an independent contractor, you will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, pension plans, or other such benefits that would be offered to regular employees. While working as an independent contractor for the company you may be in contact with or directly working with private information which is important to our company and its competitive position. Therefore you are prohibited from sharing any employer operations, trade secrets, or sensitive information such as customer/client lists, business practices, products or services and marketing plans ect. All information must be treated with strict confidentiality and cannot be used at any time or in any manner in work you may do with others in our industry. It is prohibited to discuss pay information with other contractors.

**3. Terms of Agreement-** The initial term of the Agreement shall commence on the date of hire and shall continue in full force and effect until termination. Notwithstanding the above, either party may terminate this Agreement at any time, and for any reason. The contractor may terminate this agreement by giving 15 day written notice to the company.

**4. Termination-** This Agreement may be terminated without cause by either party. Notwithstanding any other provision to the contrary, termination of this agreement shall not prejudice any claim of either party arising prior to termination or, relieve either party from liability arising prior to termination nor shall it relieve Contractor of its duty to correct any defective work performed or to indemnify, defend and hold Company harmless in those instances required by this Agreement. In the event of termination of this Agreement, for any reason, all provisions contained herein shall continue in force and effect, as to any claims and other matters arising out of or connected with this Agreement until all such claims and matters are fully resolved.

**5. Payment-** Company agrees to compensate Contractor according to the terms and conditions of the current agreed upon rates. Rates contained in the Pay Agreement are subject to change by the Company. Company will notify Contractors, in advance of any changes in the Pay Agreement.

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**6. Terms of Payment-** Company will make payments to Contractors on a monthly basis, subject to the retention. The making of a payment to Contractor shall not be construed as acceptance of the work or waiver of any rights of Company under this Agreement and shall not relieve Contractor of any of its obligations hereunder until final approval and acceptance of the work by the Company. Work is not acceptable if Company's customer refuses to accept the work and/or the work is not done according to the Company's instructions, violates city codes or state and federal laws, or is not done in a first class workmanlike manner. In the event the work is not acceptable, Contractor agrees to correct such work promptly upon receipt of oral or written notice from the Company. If, after 24 hours from the Contractor's receipt of notice from the Company, Contractor has not corrected such work, then Company may without prejudicing or limiting any other remedy it may have, correct such defect and back charge the cost thereof. In the event additional sums are advanced by the Company to Contractor or made on behalf of Contractor for any reason whatsoever, Contractor shall pay on demand to the Company such amounts and/or Contractor hereby authorizes the Company to deduct such amounts from any sums then due or thereafter becoming due to Contractor.

**7. Liability –** The Contractor will assume all responsibility for the condition of his or her tools and equipment used to provide the work stated in paragraph two (2). The Company will not be held liable for any of the Contractor's claims, liability, or loss of any kind or description arising from their negligent or unintentional act or omissions in the performance of this agreement.

Cumberland Field Services:

\_\_\_\_\_ X \_\_\_\_\_  
Print Signed Dated

Contractor:

\_\_\_\_\_ X \_\_\_\_\_  
Print Signed Dated