

**Contractor Agreement between
Simplicity Services LLC
&**

(Sub-Contractor)

Contractor Tax ID #: _____

Contractor Name: _____

Address: _____

City/State/Zip: _____

Simplicity Services and _____ (hereinafter referred to as Sub-Contractor) are entering into an agreement on the _____ day of _____, 2011, to perform specialized work on properties for specific clients. Sub-Contractor agrees to each of the following for the duration of this contractual agreement:

Independent Sub-Contractor: Sub-Contractor agrees that the Sub-Contractor is being contracted solely as an Independent Contractor and that neither the Sub-Contractor, nor his employees shall be deemed to be employees of Simplicity Services LLC. It is expressly understood and accepted that this is not an employment agreement and as such the Sub-Contractor will have no claim to Simplicity Services LLC benefits or employee consideration. Sub-Contractor agrees to sign a current W-9 form and submit it to Simplicity Services LLC to keep on file.

Non-Compete Clause: The Sub-Contractor acknowledges that they will receive information in regards to specific clients as well as information pertaining to specific procedures that are created by the efforts of Simplicity Services LLC. The Sub-Contractor agrees to not perform any services for any of Simplicity Services LLC's clients without the expressed written consent of Simplicity Services LLC. This is agreed by both parties for a period of two full years from the date of termination of this agreement.

Supplies and Labor: Sub-Contractor will provide all supplies, equipment, and labor necessary to perform work in a professional manner within the required time frame, including but not limited to, the following:

- Computer
- Internet Access and E-mail Capability
- Cell Phone
- Digital Camera
- Industry standard tools to complete contracted job orders
- Dependable Transportation/Vehicle

Work Orders: Each Work Order has a unique job number. This job number should be used on all communications including bids, invoices, photos and updates. Sub-Contractor will receive Work Orders by Email on a daily basis. Sub-Contractor agrees to provide Simplicity Services LLC with an active Email address. Should this Email address change, Sub-Contractor agrees to notify Simplicity Services, LLC immediately. Some Work Orders will fall under the "standard job pay rate" while others will have a specified approved amount attached. The Sub-Contractor

agrees that the invoiced amount of each job will directly reflect the agreed amount on each Work Order. Additionally, Sub-Contractor agrees to “standard job pay rate” Work Orders and will follow guidelines set forth by Simplicity Services for said invoices.

Photos: Sub-Contractor must have a digital camera for photo documentation. Simplicity Services LLC requires that detailed photo-documentation of all work must be provided to support all services reported as performed, completed and invoiced. Digital photos should have ample lighting to prevent dark photos and **must** show the before, during and after conditions of each phase of the Work Order. Sub-Contractor agrees to submit photos via Email or upload to Simplicity Services LLC within 24 hours of completion of Work Order. Invoices will not be processed for payment without photos. Simplicity Services LLC does not pay or reimburse for photos.

Bids: Bids are given when the work needed exceeds the description reflected in a standard job Work Order. The Sub-Contractor agrees to provide photo documentation for the specific job and submit a bid to Simplicity Services within 24 hours of the Initial Services visit to the job. All bids must include labor, materials, tools, equipment, machinery, appliances, taxes, license fees, permit fees and inspection fees needed to complete the job. Additional charges may NOT be added on to an approved bid amount, after the fact. Bids may be negotiated on the phone with a follow-up the following evening by Email. All agreed upon verbal bids **MUST** be justified by photo documentation. Simplicity Services LLC reserves the right to reduce or “cut” the bid amount should the photos not fully support the amount of work that was bid upon.

Invoices: Sub-Contractor agrees to submit invoices via Email to Simplicity Services LLC weekly. Invoices must include the job # for each Work Order. All Simplicity Services LLC allowable pricing includes applicable taxes, therefore, tax cannot be charged in addition to the allowable pricing. Sub-Contractor Invoices should include the following:

- Contractor/Business Name, Address, Telephone Number
- Invoice Number and Date
- Simplicity Services Job Number & Property Address
- Description, quantity and price of each service completed. Price is to be listed per service item.

Payment: Simplicity Services LLC agrees to pay all invoices within 30-days of being invoiced by the Sub-Contractor. The Sub-Contractor agrees to invoice Simplicity Services LLC weekly. It is further agreed that each invoice must to be sent and received on Monday for the prior week’s completed work. Should a Sub-Contractor fail to submit invoices according to the payment schedule, it is understood that Simplicity Services LLC will pay the invoice during the next pay period. All invoices must be received by Simplicity Services LLC no later than 30 days from completion of the Work Order. Any invoices received after the 30th day of the Work Order’s completion date **will not be paid.**

Charge-Back: Failure to submit the required documentation and/or photos may result in the issuance of a 3rd party inspection order to verify the completion of work. The inspection fee will be deducted from Sub-Contractor’s invoice. Additionally, if the work is found incomplete, Sub-Contractor’s invoice will be voided for any services deemed incomplete. In the event that Sub-Contractor has been paid for a service which later is found to be done incorrectly by the agent or 3rd party inspector, Sub-Contractor may be given an opportunity to return to the property to

complete quality control of that service. Otherwise, a chargeback will be entered into the system, deducting the cost of completion from your next payment.

Initial Services: Sub-Contractor agrees to call from the job site on all Initial Services Work Orders. Failure to do so will result in Work Order not being paid! It is essential that photographs for Initial Services be thorough and document before, during and after shots of work and property site.

Standard Job Pay Rates:

Initial Services (up to 20 cubic yard of debris) includes trash-out, maid services, securing/lock changes (up to 4 locks), winterization and grass cut. Initial Services has a flat rate of \$350.00. Sub-Contractor agrees to call into the office of Simplicity Services LLC while at the job site completing an Initial Services to report the status of the property. Should the Sub-Contractor not be able complete the job according to the Standard Job Pay Rate then a phone call with an estimated verbal bid should be made. This verbal bid call must be made while the Sub-Contractor is still on the property.

Winterizations – Sub-Contractors agree to complete winterizations for the flat rate of \$40.00 (This is not a separate invoiced amount if being completed under an Initial Service Order.

Lock Changes – If Sub-Contractor provides their own locks the flat rate pay is \$20.00 per lock change.

Padlocks - If Sub-Contractor provides their own padlocks flat, the flat rate pay is \$10.00.

Window Boarding – Contact Simplicity Services LLC. Rate will be negotiated on-site at each job.

Roof Tarping- Contact Simplicity Services LLC. Rate will be negotiated on-site at each job.

Grass Cuts - Sub-Contractor agrees to complete grass cuts as a common routing for the sum of \$25.00 per grass cut. (Additional monies can be negotiated if grass is tall, if there is a bigger yard or excessive distance will need to be traveled. This must be negotiated on a case-by-case basis with a bid and complete photo documentation).

Condominium – Sub-Contractor agrees to complete Initial Services for Condominiums, which have no debris, no lock change, no winterization or no grass cuts, for the flat rate pay of \$75.00.

Time & Workmanship: Time is of the Essence on every Work Order. Sub-Contractor agrees to promptly begin work as soon as notified by Simplicity Services LLC of a Work Order. Further, Sub-Contractor agrees to complete the work in a professional and workmanlike manner according to Work Order specifications and deadline. Sub-Contractor agrees to perform work according to approved industry standards. It is the sole responsibility of Sub-Contractor to comply with all local, state and federal ordinances including health and safety guidelines and waste management laws and regulations related to the work. All permits, fees, and expenses connected with such compliance are to be paid by the Sub-Contractor.

Security & Safety: Prior to leaving premises, Sub-Contractor agrees to ensure that all windows and doors are locked and the property is secure. All safety issues must be reported to Simplicity Services LLC immediately.

Taxes: Sub-Contractor agrees to abide by all local, State and Federal tax laws and holds Simplicity Services LLC harmless for any and all taxes that are the Sub-Contractor's sole responsibility as an independent business.

Insurance & Licensing: It is the sole responsibility of the Sub-Contractor to maintain Liability Insurance, Vehicle Insurance, Worker's Compensation Insurance (or signed waivers), and Professional Licenses, when applicable.

Termination: Either party may terminate this agreement with a written notice at any time.

This agreement is agreed to by both of the above parties. Sub-Contractor agrees that all disputes are to be handled by third party arbitration in the State of Washington.

Simplicity Services LLC Date

Sub-Contractor Date

By: _____

By: _____