

NRG INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made as of _____, 202__, by and between Nelson Renovation Group., with an office located at 25 Park Place, Paramus, NJ 07652 (the “Company”) and _____, with a mailing address of _____ (“Contractor”), in order to set forth the terms and conditions upon which Contractor is engaged by Company.

Now, therefore, in consideration of the engagement of the Contractor by the Company, the above premises and agreements hereinafter set forth, the parties agree as follows:

1. Services. Company hereby engages Contractor and Contractor accepts such engagement with Company to perform facilities maintenance services (the “Services”) upon the terms and subject to the conditions contained herein. Contractor shall, in providing the Services, devote such time and attention to the Services as requested by the Company or as determined in Contractor’s discretion is necessary to complete the Services. Contractor agrees that it and all of its employees and contractors shall observe all rules and policies of the Company and perform the Services in a professional, courteous and timely manner. Contractor shall not utilize subcontractors or otherwise contract out the performance of the Services to any third party except with the Company’s prior written consent.

2. Status as Independent Contractor.

(a) The Contractor shall at all times act strictly and exclusively as an independent contractor and shall not be considered as having employee status under any law, regulation or ordinance or as being entitled to participate in or benefit under any plan or program established at any time by the Company for its employees. The Contractor shall have no managerial authority or responsibility of an officer or supervisor of the Company. The Contractor shall not have any authority to bind the Company to any contract or to commit the Company in any manner whatsoever. The Contractor shall not at any time hold itself out as a representative or agent of the Company.

(b) Contractor will be treated as an independent contractor and not as an employee of the Company for federal, state and local income tax purposes. The Company will not (i) withhold or pay any federal, state or local income or FICA (social security) taxes from Contractor’s compensation; (ii) pay any FICA or federal and state unemployment insurance on Contractor’s behalf or on behalf of any of its employees; (iii) provide workers’ compensation insurance for Contractor or any of its employees; or (iv) cover Contractor or any of its employees under any retirement, profit sharing or other employee benefit plan or program. Contractor shall pay all federal, state and local income and self-employment taxes on Contractor’s income, as required by law, and shall file all applicable returns and forms in connection therewith.

3. Indemnification.

(a) To the maximum extent permitted by applicable law, the Contractor shall defend, indemnify and hold harmless the Company and its officers, directors, employees, representatives and members and any client or customer of the Company for whose benefit Contractor performs any services (the “Client”) from any claims, demands, losses, liability, damages or expenses,

including reasonable attorneys' fees, arising in any way from (i) any activities of the Contractor outside the scope of this Agreement; (ii) any breach by the Contractor of any of the terms or conditions of or representations and warranties of Contractor in this Agreement; (iii) any failure on the part of Contractor or any of Contractor's employees to pay any taxes, whether federal, state or local, and whether income, payroll or otherwise imposed upon Contractor's compensation hereunder or otherwise; (iv) any claims against the Company or Client by any of Contractor's employees or contractors, including claims for wages or for benefits or compensation offered by the Company or Client to their respective employees; (v) any violation by Contractor or any of its employees or Contractors of any applicable laws, rules or regulations governing the provision of the Services; and (vi) to the extent not covered in (i) through (v), Contractor's performance of the Services provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including but not limited to, the loss of use resulting therefrom regardless of whether or not it is caused in part by the party indemnified hereunder.

(b) To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Company, and Client, their respective officers, directors, shareholders, partners, members, affiliates, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses, and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor, or its officers, directors, shareholders, members, partners, affiliates, consultants, agents, employees and/or subcontractors, in connection with the performance of any Services or other work by, on behalf of, or for Contractor, pursuant to this agreement or any other contract, purchase order and/or related proceed order or change order, except, those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of the Company.

(c) With respect to the foregoing indemnification obligations of Contractor, Contractor will defend and bear all costs of defending any actions or proceedings brought against the Company and/or any Client or their respective officers, directors, shareholders, members, partners, affiliates, representatives, agents, and/or employees, arising in whole or part out of the Services or any such acts, omissions, breaches or defaults. The Company reserves the right to hire separate counsel of its choice and Contractor shall be responsible for all fees and costs associated with such separate counsel as well. The foregoing indemnity shall include, but not limited to, injury or death of any employee, agent or representative of the Contractor and shall not be limited in any way by any amount or type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. The Contractor hereby expressly permits the Company to pursue and assert claims against the Contractor for indemnity, contribution and/or common law negligence arising out of claims for damage for death and personal injury.

(d) The Company may offset any sums due to the Contractor against any amounts due to the Company or Client pursuant to the foregoing indemnification. For purposes of this indemnification, any actions or omissions of any subcontractor or other agent of Contractor shall be deemed actions or omissions of Contractor.

4. Performance of Services. The Contractor shall devote Contractor's reasonable best efforts to the performance of the Services, shall perform the Services to the best of Contractor's abilities and shall perform all Services and other work in a timely manner. Contractor is retained on a nonexclusive basis and may engage in and simultaneously perform under any other contract while performing its obligations under this Agreement, provided that, such engagement or performance does not interfere with Contractor's obligations under this Agreement. Contractor shall perform all work at Contractor's own risk. In connection with the performance of Contractor's Services, Contractor and its agents shall not directly contact Clients without the advance written consent of Company.

5. Representations and Covenants of Contractor. The Contractor represents, warrants and covenants that: (a) Contractor is free to enter this Agreement and has made no agreement and has no obligation inconsistent with Contractor's obligations hereunder; (b) neither Contractor, nor any of its employees or contractors, are in violation of, or shall violate, any written or oral agreement it, he or she is a party to as a result of Contractor entering into this Agreement and performing the Services; and (c) Contractor shall cooperate fully and provide assistance to the Company in the resolution and investigation of any complaint, claim, action or proceeding brought by or involving any of Contractor's employees or consultants.

6. Term. This Agreement shall become effective immediately upon execution hereof and may be terminated at any time by either party upon providing ten (10) days written notice to the other party via overnight or certified mail return receipt requested or by the Company immediately upon written notice to the Contractor via overnight or certified mail return receipt requested upon any breach by Contractor of this Agreement.

7. Confidentiality.

(a) "Confidential Information" shall mean all confidential and proprietary information of the Company, including without limitation, all information concerning the Company's clients, prospective clients, client contact persons, business plans, finances, pricing, sales and marketing information, research strategies, techniques, products, methods, essential ideas, employees and contractors and confidential information of Clients which the Consultant receives or has access to as a result of performing the Services, in any form, whether written, oral or machine-readable. Confidential Information does not include information known to Contractor at the time of disclosure to Contractor by the Company as evidenced by written records or is publicly known and generally available through no wrongful act of Contractor.

(b) All Confidential Information is the property of and confidential to the Company or the Client (as applicable). Neither Contractor, nor its employees, contractors or other agents, shall, during Contractor's engagement with the Company or at any time thereafter, directly or indirectly disclose, in whole or in part, Confidential Information to any person or entity for any reason or purpose whatsoever (except on behalf of the Company in accordance with the Company's policies) or make use of any Confidential Information for its, his or her own purposes or for the benefit of any person or entity (other than the Company in accordance with the Company's policies). Contractor agrees to take all precautions necessary to safeguard all Confidential Information against unauthorized use or reproduction by third parties.

(c) Upon the earlier of the Company's request and the termination of Contractor's engagement with the Company, Contractor shall immediately turn over to the Company all documents, papers and other material, including all copies thereof, in Contractor's possession or under Contractor's control, which may constitute, contain or be derived from Confidential Information, whether in written, digital or machine-readable form, together with all documents, notes and other work product which is connected with or derived from Contractor's services to the Company.

8. Non-Solicitation.

(a) During Contractor's engagement with the Company and for one (1) year thereafter, Contractor shall not, directly or indirectly, contact or attempt to contact any person who works or during the one (1) year period prior to the date of Contractor's termination of engagement with the Company did work, in any capacity whatsoever, whether as employee, independent contractor or otherwise, for or on behalf of the Company or a Client, which contact shall be for the purpose, either in whole or in part, of offering any such person engagement or employment.

(b) During Contractor's engagement with the Company and for one (1) year thereafter, Contractor shall not, directly or indirectly, in any capacity persuade or attempt to persuade, any Client or prospective client of the Company with whom Contractor had any contact while engaged by the Company to restrict, limit or discontinue using the services provided by the Company or to reduce the amount of business that any such Client has customarily done with the Company, or solicit, take away or attempt to solicit or take away any such Client or prospective client from the Company.

(c) During Contractor's engagement with the Company and for one (1) year thereafter, Contractor shall not knowingly or intentionally interfere in any manner with the contractual relationship between the Company and any Client, prospective client, employee, contractor, vendor of the Company or any person or entity that the Company does business with.

9. No Promotion. Contractor agrees that Contractor will not, without prior written consent of the Company (a) use in advertising, publicity or otherwise the name of the Company, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof, owned by the Company or any Client, or (b) represent, directly or indirectly, that any product or any service provided by Contractor has been approved or endorsed by the Company or any Client.

10. Insurance. Contractor agrees that it shall, at its own cost and expense, obtain and provide evidence of commercial general liability with a combined Bodily Injury and Property Damage limit of not less than One (\$1,000,000) Million dollars per occurrence and general aggregate with a limit not less than Two (\$2,000,000) Million dollars with the Company being named as an additional insured. Contractor's Policies shall be Primary & Non-Contributory. Contractor agrees that it shall, at its own cost and expense, obtain and provide evidence of Worker's Compensation. Contractor agrees that it shall obtain and provide any other insurance coverage requested by the Company in amounts satisfactory to the Company from time to time upon the request of the Company. In the event that Contractor is performing mold remediation work, it must also comply with the additional insurance requirements set forth on Schedule A.

11. Remedies. Contractor acknowledges and agrees that, in the event of any breach of this Agreement by Contractor (including, without limitation, Sections 3, 4, 7, 8, 9 and/or 10), the Company will suffer immediate and irreparable injury. In addition to such other and further relief available, the Company shall also be entitled to a temporary restraining order, preliminary injunction and/or permanent injunctive relief to prevent or stop a breach of this Agreement, with no bond or other security required in obtaining equitable relief. In the event it becomes necessary for the Company to seek judicial remedies with respect to the breach or anticipated breach of this Agreement, the Company shall be entitled, in addition to all other remedies, to recover from Contractor all of the Company's costs and fees in connection with such judicial action, including reasonable attorneys' fees. The remedies contained herein are cumulative and the Company may pursue any and all other relief available. Any cause of action Contractor may have against the Company shall not constitute a defense to enforcement of Sections 3, 4, 7, 8, 9 and/or 10.

12. Survival. Upon the termination of this Agreement, all rights and duties of the parties toward each other shall cease, except Sections 3, 4, 7, 8, 9, 10 and 12 through 20 herein shall survive.

13. Entire Agreement. This Agreement and the Schedule hereto (if any) embodies the entire agreement and understanding by and between the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings, whether written, oral or otherwise, between the parties with respect to the engagement of the Contractor by the Company.

14. Severability. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect and, if legally permitted, such offending provision or provisions shall be replaced with an enforceable provision or enforceable provisions that as nearly as possible effects the parties' intent.

15. Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

16. Jurisdiction. The parties hereto hereby consent to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau, and the United States District Court for the Eastern District of New York (located in Suffolk County) for all purposes in connection with any legal proceeding between them relating to or arising out of this Agreement, and further consent that any process or notice of motion may be served outside the State of New York by personal service or by certified mail, provided at least thirty (30) days for appearance is allowed from the date of service of such process or motion.

17. Assignment. This Agreement, all of the provisions hereof and Schedules hereof (if any) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other, except the Company may assign this Agreement and/or any of its rights, interests or obligations hereunder to any successor to all or a part of its business without the prior written consent of the Contractor.

18. Third Parties. This Agreement is not intended to confer upon any other person or entity other than the parties hereto, Clients and the Company's subsidiaries, parents and affiliates any rights or remedies hereunder.

19. Waiver. Waiver of any term or provision of this Agreement or forbearance to enforce any term or provision by either party shall not constitute a waiver as to any subsequent breach of the same term or provision or a waiver of any other term or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date above.

CONTRACTOR

COMPANY

Nelson Renovation Group.

Name:

By:

Name:

Title:

SCHEDULE A

A. Scope of Coverage

The Contractor shall purchase and maintain Contractor's pollution liability (CPL) insurance with coverage, as specified below, for losses arising from or in any way related to sudden and gradual pollution conditions which arise from or in connection with the Contractor's performance of the underlying Agreement or on each underlying project. The limit of liability under this coverage shall be purchased and dedicated for each project only.

B. Insuring Agreement

The CPL policy must, at minimum, contain a limit of liability as follows:

Limit of Liability: \$1,000,000 per loss/claim/occurrence
\$1,000,000 aggregate

The CPL policy must, at a minimum, include coverage for bodily injury, property damage (including restoration or replacement costs), natural resource damage, environmental cleanup costs and legal defense costs arising from or in relation to pollution conditions that arise from or in connection with the Contractor's performance of the underlying Agreement or project, including any work or services performed by or on behalf of the Contractor.

The Policy shall be written on an occurrence form and remain in effect until final completion or termination of the subject project, in accordance with the underlying Agreement or project. Furthermore, completed operations coverage will be provided for a period of no less than 3 years beyond final completion of the project.

If the Policy is written on a claims-made basis, an Extended Reporting Provision shall be maintained for a minimum of 3 years beyond final completion or termination of the project. In addition, the Contractor shall, on an annual basis, provide the Company with evidence that any claims made coverage required by this Schedule has been renewed without modification unless the requisite extended reporting period has been purchased.

Furthermore, the policy shall include coverage for:

- Mold liability. Affirmative coverage in the form of an endorsement shall be attached to the policy to ensure coverage for mold liability is included.
- Transportation. Pollution conditions that arise from or in connection with the transportation, by or on behalf of the Contractor, of any waste or waste materials off or away from the project site in connection with the underlying Agreement.
- Disposal Liability. Pollution conditions on, at, under or emanating from any disposal site, location or facility, used by or on behalf of the Contractor for the disposal of any waste or waste materials in connection with the underlying Agreement.

The Contractor is solely responsible for any deductible or self-insured retention contained within the Policy. The deductible or self insured retention is not to exceed \$10,000.

C. Additional Policy Requirements

In addition to the above, the CPL Policy shall satisfy the following requirements:

1. The definition of "Covered Operations" shall read "all work, operations or services performed by or on behalf of the Contractor under or in connection with the underlying Agreement or project".
2. The Policy shall be primary coverage with respect to the underlying Agreement and non-contributing with respect to the Contractor's insurance.
3. The Contractor agrees that the Policy shall be placed with an insurance company with a current A.M. Best's Rating of A- VII or better and such insurance company shall be authorized to do business in the state(s) in which the Contractor's services are provided. A Non-Admitted Carrier will be acceptable as well.
4. The Policy shall contain a Severability of Interest/ Separation of Insureds clause.
5. The Policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in limits or the scope of coverage, as required under this Schedule, be materially changed except after sixty (60) days prior written notice has been received by the Company.
6. The Policy shall contain a waiver of subrogation by the carrier for all claims and suits against the Company, including recovery of any applicable deductibles.
7. The Policy shall name the Company as an additional insured. The Contractor hereby agrees that the addition of any other party or parties to the Policy shall require the prior written consent of the Company.

There shall not be any limitations for completed operations to the coverage provided to the additional insureds.

8. Other Contractors/subcontractors:

For Project Specific Coverage with all Contractors and Subcontractors Named:

Each Subcontractor hired by the Contractor to perform any services or operations in any way related to the underlying Agreement shall be included as insureds under this project specific Contractor's Pollution Liability Policy.

For Project Specific Coverage without Subcontractors Named:

The Contractor shall require the Subcontractor to maintain insurance similar in scope and limits of liability that satisfies all of the above mentioned requirements.

9. The Policy shall not contain any of the following exclusions or limitations:

- Contractual liability or any other similar exclusion which would serve to exclude coverage for liability assumed by the Contractor in connection with the underlying Agreement;
- Lead, silica or asbestos;
- Underground storage tanks;
- Insured versus insured exclusion;
- Punitive damages. (The Policy shall provide coverage for fines/ penalties and punitive damages where insurable by law.);
- Damage to work performed by the Named Insured;

D. Other Provisions

The Contractor's acknowledges and understands that the purchase and maintenance of the insurance described in this Schedule shall not release the Contractor from its respective obligations or liabilities in connection with the underlying Agreement including, without limitation, its indemnification obligations thereunder. Furthermore, the Contractor is responsible for any losses, claims, and costs of any kind, which exceed the limits of liability or which may be outside the coverage scope of the Policy required in this Schedule. Before commencing the Services under the Agreement or performing any work on the project, Contractor must provide the Company with written proof that it complied with these requirements. Thereafter, upon written request by the Company, Contractor will submit proof, within 2 business days of any such demand, that such policy is still in full force and effect.