

Independent Contractors Agreement

You will be given plowing or salting forms for the clients you will be responsible for as soon as they are available.

Please be sure to **CHECK THE NOTES** for each customer. (Hours, days open, special instructions).

Make sure you **complete all information as neatly as possible**:

- Date (include both dates is plowing before and after midnight)
- Name
- Weather conditions
- Time in/Time out (fill out for each location)
- Am/pm (very important)
- Inches of snow
- Write down comments (anything that affects you doing your work: cars in lot, under construction etc.)
- Send an invoice with your sheets with the following information:

Your name/Company Name
Address
Phone/Fax/Email
Description of work done
Dates work was done
Amount owed to you

We will contact you if anything changes (additions or cancellations etc.).

Contact our office if you need more sheets. We would like to be able to email you information so please let us know if that will work for you and include your email address on the last page.

The sooner you get them back, the sooner you get paid. You may drop them off, fax 586-752-9847 or email to adeclark@declarklandscaping.com. Generally, we pay invoices monthly.

ALL DRIVERS WILL NEED TO **CALL THE OFFICE AT 586-752-7200** DURING THEIR ROUTE AS FOLLOWS:

1. Arrive at first job
2. Halfway through your route
3. When finished

THE DISPATCHER WILL RECORD THE TIMES AND LOCATIONS SERVICED.

THIS WILL ALLOW US TO HAVE IMMEDIATE INFORMATION AVAILABLE FOR OUR USE AND IF CUSTOMERS CALL.

YOU WILL STILL NEED TO FILL OUT YOUR ROUTE SHEET (AS EXPLAINED ABOVE) AND RETURN IT WITHIN 24 HOURS

If snow is forecasted, we will contact you. **Can they contact you via text?** _____

Once you are contacted, please text back **within 1 hour**. Indicate weather you are available and confirm any information that they may need so that we are sure you are on the same page. In order to avoid excessive call backs, please try to answer clearly with all information.

Is there any reason you anticipate not being able to respond within 60 minutes? If so, let us know the circumstances (ie... working at another job etc.) and we will try to work around it. We need to know this **ahead of time**. Calling subs and preparing for snow is very chaotic. If you have not informed us of special circumstances and do not respond within 1 hour, we'll assume you are unavailable to work and will make alternate arrangements.

DECLARKS LANDSCAPING 24 HOUR CONTACTS

	Cell	Email
Bryan Lingemann	586-634-0795	blingemann@declarklandscaping.com
Mike Mackin	586-531-8651	mmackin@declarklandscaping.com
Keith Bracewell	586-615-9407	keith@declarklandscaping.com
Mike DeClark	586-634-0791	mike@declarklandscaping.com
Joe DeClark	586-623-2891	joe@declarklandscaping.com
Annette DeClark	586-531-4528	adeclark@declarklandscaping.com
Office:	586-752-7200	adeclark@declarklandscaping.com
Fax:	586-752-9847	

Independent Contractors Agreement

Term: This agreement between DeClark's Landscaping Inc. and _____

It will be effective commencing _____

OBJECTIVE: DeClark's Landscaping is in the business of providing snowplowing and similar services. Over the years it has developed a large number of accounts and is continuously adding additional accounts for these services. These accounts are serviced primarily by DeClark's Landscaping and additionally by independent contractors who provide their own equipment and perform the actual work. The intent of this agreement is to establish a working relationship between DeClark's Landscaping and Contractor for this purpose. In order to establish and effectuate this relationship, the parties agree as follows:

CONTRACTOR SERVICES: Contractor will be engaged by DeClark's Landscaping as an independent contractor and agrees to provide services for DeClark's Landscaping accounts as directed by DeClark's Landscaping during the period stated above.

PAYMENT: DeClark's Landscaping will pay the Contractor the rates shown above for the Contractor's services and/or equipment. Payment will be made about monthly. **Paperwork must be complete including name, date, time started, time finished, start & stop times for each individual location, weather conditions and total hours worked. Paperwork must be submitted to DeClark's Landscaping within 24 hours from stop time.** In the event there are any damages done by the Contractor to the property of DeClark's Landscaping customers, or poor workmanship that has caused DeClark's Landscaping to have to credit the customer's account or return to the job site to remove areas of snow that were missed etc., these damages and/or charges will be paid for by the Contractor and shall be deducted from any amounts due the Contractor.

TRAVEL TIME: Contractor will be paid for travel time between the various jobs that have been assigned unless contracted at a "seasonal" or "per job" rate. Agreed rate will begin at the time of arrival at first service location (in plowing/salting vehicle and ready to start work) and will end at completion of the last job. No travel time will be paid from the last job site on the assigned route. DeClark's Landscaping does not pay for "break time" or "down time". DeClark's Landscaping does not pay for time required for fueling the Contractor's vehicle. If vehicle must be fueled prior to starting the assigned route, the start time will begin when Contractor arrives at first job location.

CONTRACTOR EXPENSES: Contractor will provide all fuel for his equipment. All maintenance will be at Contractor's expense and his equipment is to be properly maintained to avoid breakdown during an urgent snow removal period. Contractor will not be paid when his equipment is broken down or inoperable.

SUBCONTRACTOR INSURANCE: contractor is engaged as an independent contractor and will not be considered an employee of DeClark's Landscaping. Contractor will provide his own equipment as well as any other tool or supplies which are necessary in order to provide the services which Contractor is engaged to provide. He must provide transportation for himself and his employees. He must have a phone where he can be reached by DeClark's Landscaping. Contractor must be available to work 24 hours per day during the contract period and must be accessible by phone. If contractor will be unavailable, he must notify DeClark's Landscaping as soon as possible. Contractor must begin work no more that 1 hour after notification by DeClark's Landscaping that services are required. Contractor must provide his own Worker's Compensation insurance for himself and for his employees. Contractor must provide auto liability insurance with recommended limits not less than \$300,000. He will provide DeClark's Landscaping with appropriate certificates of insurance. He will be responsible for payments to his employees for their work and for any required withholding and pay overtime according to law. If, for some reason, additional insurance premiums and/or taxes are levied against DeClark's Landscaping because of the services provided by contractor, then those costs will be paid to DeClark's Landscaping by Contractor. DeClark's Landscaping may withhold such costs from any amounts that it has due to the Contractor from DeClark's Landscaping. If there are not sufficient amounts owing Contractor by DeClark's Landscaping to cover such costs at the time they become due by DeClark's Landscaping, then Contractor shall repay them to DeClark's Landscaping within 30 days from his receipt of notice thereof from DeClark's Landscaping. If payment is not made, DeClark's Landscaping may proceed to collect from the Contractor by legal process and in such case the Contractor shall also be responsible for DeClark's Landscaping reasonable costs and attorney's fees. In any event, failure to provide a certificate of insurance will result in 25% of amounts due to DeClark's Landscaping being retained by DeClark's Landscaping to cover additional insurance premiums that may be levied against the Contractor by his insurance company in order to adequately insure that apparent uninsured Contractor. This retainage will be paid to the Contractor within 30 days of receipt of a valid certificate of insurance, and will be paid in the following manner: 15% of retainage due to be paid within 30 days of receipt of actual "Certificate of Insurance", 10% retainage to be paid if Comprehensive General Liability coverage in the amount of \$100,000 is shown on the certificate.

SUPERVISION: contractor will be responsible for the work assigned to him and for the conduct of himself and his employees and will provide adequate supervision for them. He will assure that his work and the work of his employees is provided in a good and workmanlike fashion and in accordance with the standards established by DeClark's Landscaping. Within these limits, Contractor may perform the job as he sees fit. He agrees to coordinate with DeClark's Landscaping and that DeClark's Landscaping has the right to oversee the quality and timeliness of the work. However, DeClark's Landscaping will have no obligation to provide supervision or control of Contractor's manner of performing the work or of his employees.

STARTING TIME: Time is of the essence to DeClark's Landscaping's customers. Therefore, the equipment shall be "rolling" within 1 hour of the time that DeClark's Landscaping gives notice to the Contractor. The contractor shall keep aware of weather conditions and when there is threatening weather, shall be ready to roll on a moment's notice. In the event of the possibility of snowfall the contractor agrees to keep DeClark's Landscaping informed of whereabouts and availability if Contractor will not be at his regularly designated phone number.

MINIMUM USAGE: DeClark's Landscaping will not estimate the hours of usage for the above equipment nor guarantee a minimum usage, due to the uncertainty of winter weather patterns.

NON-COMPETE: Because DeClark's Landscaping has expended many years and large amounts of money developing and maintaining the accounts which it has, and because Contractor will be placed in the contact with many of those accounts in performing the services under this Agreement, Contractor agrees that he will not compete with DeClark's Landscaping as an employee, Sub-Contractor, Contractor or in any other capacity, by providing the services which are the subject of this Agreement for any of DeClark's Landscaping customers for a period of 2 years after the termination, for any reason whatsoever, of his engagement with DeClark's Landscaping as an independent contractor. In addition, Contractor will not disclose to any other person, or use on his own behalf, any customer names or other confidential information gained from DeClark's Landscaping. The parties agree that in the event of Contractor's violation of this agreement not to compete, DeClark's Landscaping will be entitled to both temporary and permanent injunctions and, at its option, liquidate damages in an amount equal to the total gross amount which Contractor earns from competing jobs during the 2 year period after termination with DeClark's Landscaping, plus DeClark's Landscaping costs of enforcing this Agreement including its Court costs and attorney fees.

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BILLING AND ADVERTISING: DeClark's Landscaping will be responsible for billing customers for the work done by Contractor hereunder and for collecting from those customers. It will continue its advertising and sales promotion activities in order to obtain new accounts and maintain existing accounts.

TAXES: DeClark's Landscaping will not be responsible for any withholding of income taxes, Social Security, or the like from amounts paid to Contractor under this Agreement. It will not be providing Worker's Compensation Insurance for Contractor. It will not provide any company benefits of any kind for Contractor. DeClark's Landscaping will send the IRS form 1099 to Contractor at his last known address, after the end of the calendar year as provided by law.

TERMINATION: It is the intention of the parties that this Agreement and the relationship between them, will continue until terminated by the parties. Either of the parties has the right to terminate the Agreement at any time by giving written notice to the other. However, when DeClark's Landscaping obtains a job or route and offers the work on that job to Contractor, then if Contractor accepts the work, he will not terminate the Agreement, except for cause, until that job or route is completed. DeClark's Landscaping may terminate the Agreement immediately at any time for cause.

CHARGING AGAINST COMPANY: Contractor will not use the name of DeClark's Landscaping or attempt to use DeClark's Landscaping's credit for the purpose of buying or charging fuel, parts, tires or anything else that would inure to Contractor's benefit. Contractor can expect DeClark's Landscaping to take whatever legal action is necessary to seek reimbursement and will be responsible for all expenses incurred by DeClark's Landscaping. Also, this would be cause for termination of the Agreement by DeClark's Landscaping.

DAMAGES: Contractor understands that he will be fully responsible for any damages to the property of DeClark's Landscaping or any of DeClark's Landscaping's customers which is done by Contractor or any of his employees. Contractor may perform a pre-season site inspection to document and photograph any existing damage. If contractor fails to document existing damage, they may be held accountable. Contractor is required to notify DeClark's Landscaping of any damage the moment it occurs using our detailed incident report. Photos of any damage should be taken at that time or as soon as possible and forwarded to DeClark's Landscaping. DeClark's Landscaping may withhold funds to repair such damage from any amounts owed by DeClark's Landscaping to the Contractor. If the amount of the damage exceeds any amount owed by DeClark's Landscaping to the Contractor at the time the amount of the damage is ascertained, then the Contractor shall pay over to DeClark's Landscaping the difference within 30 days thereafter. If payment is not made, DeClark's Landscaping may pursue collection by legal means and the Contractor shall then also be responsible for DeClark's Landscaping's costs and attorney fees.

DRIVER RECORDS: By signing this document you authorize DeClark's Landscaping to access your driver records through the Michigan Secretary of State. DeClark's Landscaping reserves the right to terminate this agreement should it deem driving history unsatisfactory.

MISCELLANEOUS: This Agreement is made in the State of Michigan and will be construed according to Michigan Law. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement. The Agreement may be amended only by a writing signed by both parties.

Company:

DeClark's Landscaping Inc.
13800 33 mile rd
Romeo, MI 48065

Subcontractor:

Full Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Office Phone: _____

Fax: _____

Cell: _____

Home: _____

Email: _____

Emergency Name & Phone: _____

Auto Insurance Carrier: _____

Drivers License No: _____

Add'l Info: _____

Endorsement(s): _____

Birthday: _____

Social Security Number/EIN: _____

Workers Compensation Carrier: _____

Truck Year/Make/Model: _____

Truck VIN: _____

Plate: _____

Rate per hour: _____

Do you have texting on your cell phone? _____

Signature: _____

Title: _____

Date: _____

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Complete if you are a subcontractor and you **HAVE** General Liability and Workers' Comp Insurance.

Before beginning work for DeClark's Landscaping Inc., you must provide the following insurance certificate stating coverage:

GENERAL LIABILITY \$1,000,000 Per Occurrence
 \$2,000,000 Aggregate
 Products and Completed Operations – Included

You must name DeClark's Landscaping Inc. as Additional Insured and provide certificate

AUTOMOBILE POLICY Bodily Injury Liability - \$1,000,000
 Property Damage Liability - \$1,000,000
 Completed Operations
 Non-Owned and Hired Auto Liability

WORKERS COMPENSATION Statutory Requirements

I, _____, agree to indemnify and hold harmless DeClark's Landscaping Inc. from all liability, loss actions, costs (including attorney fees) for any claim or lawsuit presented, arising from the negligence or intentional acts, errors of omission of any independent contractor or their subcontractors.

It is highly recommended that you be certain that your general liability insurance has some coverage for damage to items in your care, custody, and control.

Subcontractor Signature

Date

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Complete if you are a subcontractor and do **NOT** have General Liability and Workers' Comp Insurance.

Specific Person Exclusion Form

Your Name or Name of Company: _____
 Social Security or Fed Tax ID No.: _____
 Legal Type of Company (if any):
 ___ Sole Proprietor
 ___ Partnership
 ___ Corporation
 ___ LLC

Persons Eligible for Exclusion by Legal Company

Sole Proprietor : Spouse, Child, Parent

Partnership Partner

Corporation Executive Officers may elect exclusion of corporation has ten or fewer stockholders and the executive officer owns at least 10% of the stock. A corporate board resolution authorizing exclusion is to be executed. **(Certified Resolution/Consent Form must also be completed.)**

LLC Member/Managers of a limited liability company may elect exclusion if the LLC has ten or fewer members and the member is also a manager who owns at least 10% interest. Exclusion must be approved by majority vote of member or if more than 1 manager, all managers who are also members. **(Certified Resolution/Consent Form must also be completed.)**

LIST PERSON TO BE EXCLUDED				
Name	Title or Relationship		Signature	Date

It is understood and agreed that that I (we), whose signature(s) appear above, wish to be excluded from all benefits normally provided on the Workers Compensation and Employers Liability Policy. This is to apply to current and renewal policies.

THIS FORM IS NOT VALID UNLESS COMPLETELY FILLED OUT

CERTIFIED RESOLUTION/CONSENT FORM

CORPORATE BOARD RESOLUTION

I hereby certify that I am the secretary of _____, a corporation duly organized and existing under the law of the State of Michigan and the following is a real copy of a resolution duly adopted by its Board of Directors and that said resolution is in conformity with the Articles of Incorporation and By-Laws of the Corporation and is now in full force and effect.

WHEREAS, the named person of _____, selected to be excluded from the corporation's Workers Disability Compensation Insurance policy and further certify that each person listed on the Specific Person Exclusion Form meets the requirements of Section 161 (4) of the Worker's Disability Compensation Act which states as follows:

"An employee who is subject to this act, including an employee of a corporation which has not more than ten (10) stockholders and who is also an officer an stockholder who owns at least 10% or the stock of that corporation, with the consent of the corporation as approved by its Board of Directors, may elect to be individually excluded from this act by giving a notice of the election in writing to the carrier with the consent of the corporation endorsed on the notice. The exclusion shall remain in effect until revoked by the employee by giving a notice in writing to the carrier. While the exclusion is in effect, section 141 shall not apply to any action brought by the employee against the corporation," and

WHEREAS, by filling out this exclusion shall also be consistent with the law of the State of Michigan.

Subcontractor Signature _____ Date _____

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LIMITED LIABILITY COMPANY (LLC) CONSENT

The members listed on the Specific Persons Exclusion Form are also managers of a limited liability company (LLC). The LLC has no more than 10 members and each member has at least 10% interest in the LLC.

By majority vote of the members of the LLC, the member consent to the exclusion of its members from coverage afforded pursuant to the Michigan Workers' Disability Compensation Act.

It is understood and agreed that by signing this application for exclusion from coverage, I (we) choose to be excluded from all benefits otherwise afforded under the Michigan Workers' Disability Compensation Act pursuant to the Workers' Compensation and Employers Liability Policy.

Subcontractor Signature

Date

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DECLARK'S LANDSCAPING INC. ACCIDENT/INCIDENT REPORT FORM

Date of incident: _____ Time: _____ AM/PM

Name of injured/damage or company name: _____

Address: _____

Phone Number(s): _____

Date of birth: _____ Male _____ Female _____

Type of injury/damage: _____

Details of incident: _____

Were photos taken? _____ Were photos forwarded to DeClark's? _____

How were photos sent? _____

Injury requires physician/hospital visit? Yes ___ No ___

Name of physician/hospital: _____

Address: _____

Physician/hospital phone number: _____

Date

*No medical attention was desired and/or required.

Signature of injured party Date

Contractor Signature: _____ Phone number: _____

Return this form to DeClark's Landscaping within 24 hours of incident.
13800 33 Mille Rd, Romeo, MI 48065
Email: adeclarkslandscaping.com/Ph 586-752-7200/fax 586-752-9847