

# INDEPENDENT CONTRACTOR AGREEMENT FOR SKILLED LABOR

\_\_\_\_\_ ("Client") is hiring \_\_\_\_\_ ("Contractor") to perform certain skilled labor. The following sets forth the agreement between these two parties and binds them both.

## Scope of Work

Contractor will perform the following work for Client (the "Scope of Work"):

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The final deadline for completing the above work (if applicable) is: \_\_\_\_\_

The address where the work will be performed is: \_\_\_\_\_

The work will be completed upon approval by Client, which approval shall not be unreasonably withheld.

## Change Orders

If Client makes any changes to the above Scope of Work, it must be through a written "Change Order" signed by both parties detailing the additional work to be performed and any associated costs and fees.

## Payment

Client will pay Contractor: (the checked term applies)

- ☐ a fee of \$\_\_\_\_\_ per \_\_\_\_\_
- ☐ a flat fee of \$\_\_\_\_\_, of which \$\_\_\_\_\_ will be paid upfront and the balance of which will be paid upon completion of the work.

Contractor will invoice Client for amounts payable. Any payment not received within \_\_\_\_\_ days of the invoice date will collect interest at \_\_\_\_\_% per month, or the legally allowable maximum rate if this rate exceeds it.

The checked term applies:

- ☐ Contractor will be solely responsible for the cost of materials used for work performed under this agreement.
- ☐ Client will reimburse, with prior approval, Contractor's cost of materials for work performed under this agreement.

## Independent Contractor Relationship

Unless otherwise required by law, Contractor is an independent contractor, not an employee of Client, and is solely responsible for all taxes incurred in connection with this agreement. Client will not withhold on Contractor's behalf FICA (Social Security and Medicare taxes) or state or federal income tax, and will not make state or federal unemployment contributions on Contractor's behalf, unless required by law.

## Permits, Certificates & Licenses

Contractor will be solely responsible for determining which state and local permits, certificates and/or licenses, if any, are necessary for undertaking and completing the work, and for obtaining those permits, certificates and/or licenses.

## Insurance

Contractor will maintain adequate insurance for its employees and others incurring loss or injury due to the acts of Contractor, its employees or subcontractors in connection with this agreement.

## Liens

As a precondition for any final payment due, Contractor will deliver to Client a release or waiver of all liens, if applicable.

## LIMITED WARRANTY

CONTRACTOR WARRANTS THAT THE WORK UNDER THIS AGREEMENT WILL BE COMPLETED IN A TIMELY AND WORKMANLIKE MANNER MEETING OR EXCEEDING THE STANDARDS FOR SIMILAR WORK IN CLIENT'S COMMUNITY OR REGION AND WILL COMPLY WITH ALL APPLICABLE BUILDING CODES AND REQUIREMENTS.

CONTRACTOR WILL REMEDY, AT NO COST TO CLIENT, ANY DEFECTIVE WORK FOR \_\_\_\_\_ AFTER ORIGINAL COMPLETION OF THE WORK.

## Termination

This agreement will terminate on \_\_\_\_\_ or, in the event of an uncured material breach as described below, earlier.

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. The breaching party will have 10 days to cure the breach after receiving such notice. If the breaching party fails to cure the breach in that time, the agreement will terminate except with respect to those obligations that are noted as surviving termination.

Contractor will be entitled to full compensation for work completed prior to the effective termination date. This payment obligation, and any payment obligations pending at termination, shall survive termination.

## Taxpayer ID Number

Contractor's Taxpayer ID Number is \_\_\_\_\_.

Miscellaneous

This agreement is between Client and Contractor and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of \_\_\_\_\_ govern this agreement and any disputes arising from it must be handled exclusively in courts in the state of \_\_\_\_\_. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Signing a copy of this agreement, physical or electronic, shall have the same effect as signing an original.

_____	_____
Signature	Date

_____	_____
Printed Name	Title/Authority

_____	_____
Signature	Date

_____	_____
Printed Name	Title/Authority