

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement ("Agreement") is made between 1 individual(s) known as Cathy W ("Client")

AND

A business entity known as Maid Radiant Cleaning & Care with a mailing address of 1433 Southview Dr, Bluefield, West Virginia, 24701 ("Contractor").

WHEREAS the Client intends to pay the Contractor for services provided under the following terms and conditions:

I. Term. The term of this Agreement shall commence on March 12 2024, and shall continue until the Services are completed, unless earlier terminated in accordance with section XIV of this Agreement (the "Term").

II. Services. The Contractor agrees to perform the following work for the Client: Dusting, Mopping, Sweeping, Vacuuming, Scrubbing, Detail cleaning such as baseboards, walls, light fixtures, doors, cabinets, hardwood floors, Marble Tile, Organizing, any ****deep cleaning**** duties w/ a focus on hardwood floors, marble tile, and any other details wanted by the client during the working period. Client has specified Pet-safe cleaners to be provided.

Hereinafter known as the "Services."

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

On a per hour basis at a rate of \$17.00.

IV. Due Date. The Services provided by the Contractor shall continue for an on-going basis with no end date and not due on a specific date but to be completed with a reasonable time-frame in accordance with industry standards.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions / payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

VI. Relationship of the Parties. The Contractor is an independent contractor of the Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between the Contractor and the Client for any purpose.

Contractor has no authority, and shall not hold themselves out as having authority, to bind the Client. Contractor shall not make any agreements or representations on the Client's behalf without the Client's prior written consent. Neither the Contractor's employees nor its contracted personnel are, or shall be deemed, the Client's employees.

VII. Representations and Warranties. In its capacity as an independent contractor, Contractor represents and warrants:

Contractor has the right to enter into this Agreement, to grant the rights conferred herein, and to perform fully all of the Services of this Agreement;

Contractor's execution of this Agreement and Contract's performance of the Services do not and will not conflict with, or result in, any breach or default under any other agreement to which it is subject;

Contractor has the required skill, experience, and qualifications to perform the Services, and Contractor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

Contractor shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services; and

Client will receive good and valid title to all Work Product arising from the Services, free and clear of all encumbrances and liens of any kind, and all such Work Product is and shall be Contractor's original work (except for material in the public domain or provided by the Client) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be

entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be no minimum required amount for the liability insurance.

XIII. Indemnification. The Contractor shall defend, indemnify, and hold harmless the Client and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, or damage to real or tangible personal property resulting from Contractor's acts or omissions; or breach of any representation, warranty, or obligation under this Agreement.

XIV. Termination. The Client or Contractor may terminate this Agreement without cause at any time by providing at least 15 days' notice.

XV. Exclusive Agreement. This entire Agreement is between the Client and Contractor.

XVI. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a West Virginia state court.

XVII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client.

Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;

Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and

processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and

Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XVIII. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein.

Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

XIX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

XX. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVII and XVIII of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXI. Governing Law. This Agreement shall be governed under the laws in the State of West Virginia.

XXII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXIII. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXIV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature _____ Date _____

Print Name _____