

**A-SON'S CONSTRUCTION, INC.  
INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT** is made between *A-Son's Construction, Inc.*, with its principal office located at *1301 E. Riggin Road, Muncie, IN 47303* (the "Corporation")

**-AND-**

\_\_\_\_\_, whose address is,  
\_\_\_\_\_  
\_\_\_\_\_ ("Contractor").

**Recitals**

- A. Corporation provides home preservation, maintenance and construction services.
- B. Contractor performs home preservation, maintenance and/or construction services.
- C. The parties desire to enter into an agreement for the provision of home preservation, maintenance and/or construction services to be performed by Contractor all in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties, intending to be legally and equitably bound, hereby agree as follows:

**1. DUTIES**

1.1 Contractor agrees to perform the home preservation, maintenance and/or construction services as described in Exhibit "A" and by the due date set within the work order.

Contractor acknowledges and agrees that all work to be performed by Contractor is time sensitive in nature and it is imperative that the work be completed within the assigned time frame. All instrumentalities and tools necessary for performance of Contractor's work shall be provided by Contractor. Corporation shall have no right to the possession, control and/or use of Contractor's equipment and shall assume no responsibility in respect thereto.

1.2 Contractor shall be available at all times during regular work hours via cellular communication.

1.3 For each job assigned to Contractor by Corporation, Contractor must take digital pictures of the job before the work is performed and digital pictures of the job after Contractor completes his services on the job. Contractor acknowledges and agrees that payment to Contractor is contingent upon Contractor taking the required "before" and "after" pictures and turning them in to the Corporation. Contractor understands that Contractor will not be paid unless and until Contractor provides Corporation with said pictures. Such pictures must be provided to the Corporation within 24 hours after the job has been completed. In order to receive Revised December 11, 2003 payment the job must be completed and all paperwork turned in, including said pictures, by Monday for payment for services to be received by the following Friday.

1.4 Contractor must possess a valid driver's license.

1.5 Contractor shall comply with all applicable laws and governmental rules, regulations and orders relating to anything involved in Contractor's performance pursuant to this Agreement including but not limited to payment for all taxes, workers compensation, insurance requirements, liability insurance requirements and other insurance requirements. Contractor shall pay any fine, penalty or forfeiture or reimburse Corporation if it is required to pay any fine, penalty or forfeiture resulting from non-compliance by Contractor, its employees, agents, representatives or subcontractors with any law, statute, rule, ordinance or regulation.

## 2. COMPENSATION

2.1 For all duties to be rendered to Corporation by Contractor pursuant to this Agreement, Corporation shall pay to Contractor compensation as set forth on Exhibit "B".

2.2 Contractor shall report all earnings under this Agreement in the manner appropriate to his status as an independent contractor and shall file all necessary reports and pay all taxes with respect to such payments.

2.3 Contractor is solely responsible for Contractor's federal, state and local income taxes as well as for any Social Security, Medicare or unemployment taxes owed.

2.4 To the extent that Contractor hires employees for the performance of contract work, the agreement should designate that Contractor alone bears responsibility for: (1) the employees' wages income tax withholdings, Social Security and unemployment taxes; (2) workers' compensation insurance covering work performed by Contractor's employees; and (3) other insurance provided or related to Contractor's employees.

## 3. RELATIONSHIP

3.1 Contractor is retained only for the purpose of providing home preservation, maintenance and/or construction services pursuant to this Agreement and its relationship to Corporation shall be that of an independent contractor. Contractor is not entitled to any benefits which might inure to full-time employees of Corporation. Additionally, Contractor shall be responsible for filing a 1099 Income Tax Form, its income tax wage withholding, Social Security tax withholding, unemployment insurance and all other expenses incident to said filing. Nothing in this Agreement shall be construed to establish Corporation and Contractor as employer and employee, master and servant, joint ventures, principal and agent, or partners.

#### **4. PAYMENT OF TAXES**

4.1 Contractor understands and agrees that: (a) Corporation will not withhold or pay on behalf of Contractor any sums for federal, state or local income taxes, unemployment insurance, social security, Medicare or any other withholding pursuant to any law or requirement of any governmental body relating to Contractor; (b) all such federal, state or local income taxes, unemployment insurance, social security, Medicare, other withholdings or benefits, if any, are the sole responsibility of Contractor, except those payments which are the responsibility of Corporation under applicable law; and (c) Contractor shall indemnify and hold harmless Corporation, its directors, officers, employees and agents, from and against any and all loss or liability arising with respect to Corporation not undertaking the payment or withholding of all federal, state and local taxes or contributions imposed or required under employment insurance, social security, Medicare and income tax laws with respect to Contractor's compensation under this Agreement or any other withholdings or benefits, except any payments which would have been the responsibility of Corporation under applicable law. If the Internal Revenue Service, the Indiana Department of Revenue, or any other government agency should question or challenge the Independent Contractor status of Contractor, the parties agree that both Contractor and Corporation shall have the right to participate in any discussion or negotiation occurring with such government agency concerning Contractor's status irrespective of whom initiates such discussions or negotiations.

#### **5. Insurance and Indemnification**

5.1 Corporation shall furnish and pay the costs of insurance for the protection of the public as required by federal and state laws and regulations. The aforementioned insurance is for the protection of the public and is not to be construed or interpreted to remove or reduce the obligation of Contractor to Corporation for reimbursement or reduction of all or part of the Corporation's claims and costs as otherwise provided herein.

5.2 Contractor shall obtain, pay for, and maintain at all times during the term hereof, all insurance coverage necessary to protect and hold Corporation harmless from any and all liability of every nature and kind attributable to

Contractor's actions (including any employee action or claim), including its performance or lack of performance hereunder. Corporation must be named as an additional insured on such insurance and Contractor must present proof of insurance to Corporation prior to providing any services hereunder.

5.3 Contractor shall obtain adequate automobile insurance with at least the following limits:

**Liability Coverage:**

Bodily Injury	\$250,000/ person
	\$500,000/occurrence
Property Damage	\$100,000/occurrence

**Uninsured Motorists:**

Incl. Under insured	
Bodily Injury	\$250,000/person
	\$500,000/occurrence
Property Damage	\$100,000/occurrence

In addition, Corporation must be named as an additional insured on the automobile insurance. Contractor must present proof of insurance to Corporation prior to providing any services hereunder.

5.4 Contractor, at its own expense shall provide Workmen's Compensation Insurance covering Contractor and all individuals employed by Contractor for the purpose of fulfilling this Agreement and to furnish satisfactory evidence of such insurance to Corporation upon request. Contractor acknowledges and agrees that neither Contractor nor Contractor's employees shall have any right to claim workers compensation for work performed for Corporation.

5.5 Contractor shall indemnify and hold Corporation harmless from any and all claims, obligations and/or liabilities, including attorneys fees, costs of suit and costs of and increases in costs of premiums that may be paid by or assessed against Corporation, attributable to any action or inaction of Contractor in failing, for an reason whatsoever, to meet its duties or obligations hereunder, including to obtain, pay for, and maintain all policies of insurance required pursuant to this Agreement.

6. **TERM AND TERMINATION**

6.1 This Agreement with Contractor shall commence on the date hereof and, unless sooner terminated, will expire at the end of twelve (12) months. Provided however, this Agreement may be renewed by written agreement of the parties' hereto.

6.2 Either party may terminate this Agreement at any time with or without cause upon thirty (30) calendar day's written notice of such termination to the other party.

6.2 During the term hereof and after termination of this Agreement, Corporation may deduct from any compensation owed to Contractor, pursuant to Section 2.1, any and all damages attributable to Contractor's failure to strictly comply with all provisions of this Agreement or to Contractor's obligations to hold Corporation harmless from various claims as set forth herein. As used herein, damages shall include all payments to or unresolved claims alleged by third parties arising as a result of any act of Contractor including its performance or failure to perform hereunder.

## 7. MISCELLANEOUS

7.1 Jurisdiction and Venue. The parties consent and submit to the jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement in the Circuit Courts of Delaware County. Both parties will not interpose, and waive, in such action, suit or other legal proceeding that may be brought by the other party in this court, any objection or defense based upon the lack of defect in jurisdiction, or improper venue.

7.2 Notices. Any and all notices or other communications under or relating to this Agreement shall be in writing and the same shall be deemed given when personally served or when sent by registered or certified mail, return receipt requested, postage and fees prepaid, addressed to the appropriate party at its address set forth beneath its signature hereto, or to such alternative address, notice of which shall previously have been given pursuant hereto by a party to the other party.

7.3 Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

7.4 Headings. The headings placed before the several paragraphs of this Agreement are inserted for each of reference only, do not constitute a part of this Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Agreement.

7.5 Assignability. Neither party hereto may assign its or his rights or obligations under this Agreement unless the prior written consent of the other party to such an assignment is first obtained; any such attempted assignment by

either party without such prior written consent shall be null and void and of no force and effect.

**7.6 Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and represents the full and complete understanding of every kind or nature whatsoever between the parties and supersedes all prior agreements, whether written or oral. All preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement shall be held to vary the provisions of this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing signed by the party against whom enforcement of the change, modifications or discharge is sought.

**7.7 Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is found to be illegal, invalid or void by a court of competent jurisdiction under any applicable law, it shall be severable, the remaining provisions of this Agreement shall not be impaired and the Agreement shall be interpreted as far as possible so as to give effect to its stated purpose.

**7.8 Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana.

**7.9 Recitals.** The recitals set forth above are incorporated by reference as if more fully set forth at length herein.

## **8. Dispute Resolution**

8.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation, before resorting to arbitration or litigation. Any mediation or arbitration shall take place in Muncie Indiana. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall, unless Ason's determines otherwise, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the Award rendered by the arbitrator(s) may be entered in a Indiana court having jurisdiction thereof. If Ason's does not consent to arbitration, such disputes may after mediation, be resolved in a Delaware County court of competent jurisdiction.

***IN WITNESS WHEREOF***, the parties have signed this Independent Contractor Agreement to be executed on the date set forth below.

**A-SON'S CONSTRUCTION, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Jeff Beeson, President)

**“CONTRACTOR”**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
(Social Security No. or Federal Id. No.)

**EXHIBIT “A”**

**DESCRIPTION OF HOME PRESERVATION, MAINTENANCE AND/OR  
CONSTRUCTION SERVICES TO BE PERFORMED BY CONTRACTOR  
INCLUDING BUT NOT LIMITED TO THE FOLLOWING ITEMS**

Air Conditioner Install	Garage Door Board Up	Lockbox Install	Siding Install
Air Conditioner Repair	Garage Door Opener Install	Lockbox Key Placement	Siding Repair
Air conditioner Removal	Garage Door Repair	Lockbox Removal	Sign Install
Animal Carcass Removal	Gas Line Cap	Lockbox Replacement	Sign Removal
Appliance Install	Glass Removal	Masonry Repair	Snow Removal
Appliance Removal	Glass Repair	Meter Inspection and Tag	Soffit Removal
Banister Install	Graffiti Abatement	Moisture Damage Repair	Soffit Repair
Banister Repair	Fence Removal	Mold Abatement	Steam Clean
Basement Cleaned	Fence Repair	Mow	Steps Repair
Basement Pump Out	Fence Rewire	Mow-Bush Hog	Stud Removal
Cabinet Removal	Flashing Install	Nest Removal	Sump Pump Replace
Cabinetry Exterior	Flashing Repair	Occupancy Check	Sump Pump Test
Carpentry Interior	Flashing Replacement	Odor Abatement	Tack Strip Removal
Carpet Removal	Flooring Install	Padlock Install	Tarp Install
Ceiling Removal	Flooring Repair	Padlock Removal	Tile Removal
Crawlspace Board Up	Furnace Clean & Check	Paint exterior	Tile Repair
Crawlspace Pump Out	Furnace Repair	Paint Floor	Tire Removal
Debris Exterior Removal	Furnace Replacement	Paint Removal	Toilet Cleaning
Debris Interior Removal	Handrail Install	Pictures	Tree Removal
Debris Removal – Dumping	Handrail Reattach	Play Equipment	Trip Charge

Defrost Frozen Plumbing	Hasp Install	Plumbing Exterior Repair	Tub Refinishing
De-Winterize	Hasp Removal	Plumbing Interior Repair	Vacuum
Door Board Up	Heater Cover Install	Pool Chemical treatment	Vandalism Abatement
Door Exterior Replaced	Heater Cover Reattach	Pool Cover Install	Vehicle Removal
Door Fixture Install	Hole Filled	Pool Drain	Vent Install
Door Interior Replaced	Hot Tub Chemical Treatment	Pool Removal	Vent Replacement
Door Reattach	Hot Tub Cover	Power Wash	Wallpaper Install
Door Repair	Hot Tub Removal	Re-Key	Wallpaper Removal
Door Trim Installation	Initial	Roof Decking Replace	Water Heater Drained
Drain Pipe Reattach	Insect Removal	Roof Repair	Water Heater Replaced
Drywall Replacement	Janitorial Exterior	Roof Replacement	Weed Removal
Electrical Box Installation	Janitorial Interior	Roof Tear Off	Weeds – High/Excessive Removal
Electrical Fixture Install	Landscaping Trimming	Screen Door Removal	Window Board up
Electrical Panel Install	Lawn Maintenance	Screening Install	Window Reinstall
Electrical Panel Reattach	Lawn Service	Screening Repair	Window Removal
Eviction	Lockbox Inspection	Shrubs Trimmed	Winterization Inspection
Gutter Install	Cabinet Install	Gutter Reattach	Winterize

## **EXHIBIT “B” FEE SCHEDULE**

### **Including But Not Limited To The Following Methods of Payment:**

- Contractor shall receive payment at a per hour rate payable weekly in accordance with the terms specified in Section 1.3 of this agreement and the final completion date reported; **OR**
- Contractor shall receive payment in full for a specified amount upon the completion of work as described in Exhibit “A” in accordance with the terms specified in Section 1.3 of this agreement and the final completion date reported; **OR**
- Contractor shall receive a specific amount with payments in advance, and the final balance of payment issued in accordance with the terms specified in Section 1.3 of this agreement and the final completion date reported.