

# Exhibit “C”

## Responsibility for Damages

This exhibit is part of the Independent Contractor Services Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, as Customer, and \_\_\_\_\_, as Contractor thereof.

Contractor shall be responsible for any damage caused to existing conditions. This shall include new work performed on the job site by other contractors. If the Contractor damages existing conditions or work performed by other contractors, said Contractor shall be responsible for the repair of said damages. These repairs may be made by the Contractor responsible for the damages or another contractor, at the discretion of the Customer.

If a different contractor repairs the damage, the Contractor causing the damage may be back-charged for the cost of the repairs. These charges may be deducted from any moneys owed to the damaging Contractor, by the general contractor. The choice for a contractor to repair the damages shall be the sole discretion of the Customer.

If no money is owed to the damaging Contractor, said Contractor shall pay the invoiced amount, from the Customer, within seven business days. If prompt payment is not made, the Customer may exercise all legal means to collect the requested moneys.

The damaging Contractor shall have no rights to lien the property where work is done for money retained to cover the repair of damages caused by the Contractor. The customer may have the repairs made to his or her satisfaction.

The damaging Contractor shall have the opportunity to quote a price for the repairs. The Customer is under no obligation to engage the damaging Contractor to make the repairs.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date