

INDEPENDENT CONTRACTOR SERVICES AGREEMENT (NON-EMPLOYEE COMPENSATION CONTRACT)

This agreement, made this _____ day of _____, 20____, shall set forth the whole agreement, in its entirety, between Contractor and Customer.

Contractor: _____, referred to herein as

Contractor.

Address: _____ Home Phone _____

Cell Phone _____ Pager _____ Fax _____

Customer: _____, referred to herein as
Customer.

Job Location:

The Customer and Contractor agree to the following:

1. Independent Contractor: Customer and Contractor intend this Agreement to be one of Independent Contractor and Customer. Contractor retains the sole right to control or direct the manner in which the prescribed herein are to be performed. Subject to the foregoing, Client retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its quality and conformity with that specified in this Agreement.
2. Services Provided: Contractor agrees to perform the services in this agreement (as contained in Exhibit "A" Scope of Work, attached hereto and made a part hereof by reference) on behalf of the Client.
3. Contract Assignment: Contractor shall not assign this contract or further subcontract the whole of this subcontract without the written consent of the Customer.
4. Laws, Permits, Fees and Notices: Contractor is responsible for complying with all required laws, and obtaining permits and fees and posting notices required to perform the work stated herein.
5. Inspections: Contractor is responsible for arranging for and passing all required building inspections.
6. Cleanup: Contractor is responsible for cleaning up/hauling and disposal of any debris created by services performed. Contractor to leave his work area in a "broom clean" at the end of every work day and is responsible for maintaining a neat and orderly work site.

7. Commencement and Completion Schedule: The work described in Exhibit "A" shall be started with in _____ days of verbal notice from Customer; the projected start date is _____. The Contractor shall complete the above work in a professional and expedient manner, by not later than _____ days from start date. Time is of r the essence regarding this contract. No extension of time will be valid, without the Customer's written consent. If Contractor does not complete the work in the time allowed, and if the lack of completion is not caused by the Customer, the Contractor will be charged one \$ _____ per day for every day work is not finished beyond the completion date. This charge will be deducted from any payments due to the Contractor for work performed.

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8. Extra Work or Alterations: The Customer shall have the right to make changes or modifications but any order to change or modify shall be in writing and signed by the Customer and Contractor; said modifications and any change in the amount owed to the Contractor shall be stated in writing on a Modification Agreement provided by the customer. Any additional work completed by the Contractor must have prior written approval by the Customer in order to be considered for compensation.
9. Invoicing: Contractor will invoice Customer as outlined in the payment schedule as contained in Exhibit "B", attached hereto and made a part hereof by reference. Customer agrees to inspect services performed within three days of receipt of invoice and immediately provide Contractor a written list of any deficiencies that will prevent payment. Payment will be made within seven days of receipt of invoice provided all services have been inspected and approved by Client.
10. Customer Approval: Customer will approve Contractor services on the following basis:
- a. All required building permit inspections have been completed and passed.
 - b. That services have been completed including all punch-out work as agreed
11. Communications: Customer and Client agree that communication between the parties is vital to the rapid completion of this contract. Each herewith agree to promptly respond to any message from the other party. Each further agrees to provide the other with any change of contact telephone numbers.
12. Addresses: Contractor herewith provides to Customer the true and correct residence address and private home telephone number.
13. Cancellation: Customer reserves the right to cancel any of the services in this contact which have not been completed by Contractor within the specified time frame. No compensation will be due for tasks not completed.

14. Waiver: Failure of Customer to insist upon strict compliance of any of the provisions of this agreement shall not constitute a waiver of any violation, nor shall any partial payment outside of the "payment schedule" be deemed as a waiver of any of the Customers rights to strict compliance with any of the terms of this agreement.

15. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the Customer and all of their agents and employees from and against all claims, damages, losses and expenses.

Contractor Date

Contractor

Contractor Date

Contractor