

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into between _____ (“Contractor”), with an address of _____ and _____ (the “Company”) to set forth the terms and agreement pursuant to which the Contractor will provide assistance and services to the Company.

1. Background and services provided: The Company is a _____ business that services _____ throughout Lancaster County, York County, Dauphin County, and Berks County, Pennsylvania and throughout central Pennsylvania. Independent Contractor possesses the necessary skills and qualifications together with the required tools and transportation to perform the services which the Company currently provides. Independent Contractor is not subject to any other agreement, contract or restrictive covenant that would prohibit it from performing services for the Company.

2. Term: This Agreement shall continue so long as the Company provides Work to the Independent Contractor and the Independent Contractor accepts and performs Work for the Company. However, at no time shall the Company be required to provide Independent Contractor with Work and at no time shall Independent Contractor be required to accept Work from the Company. During the course of Independent Contractor’s performance of any Work for the Company, either party may immediately terminate this Agreement by providing written notice to the other party. Upon the termination of this Agreement, the Independent Contractor shall cease performing any and all Work for the Company. The Company shall not pay the Independent Contractor for Work not performed.

3. General Performance – All Work of the Independent Contractor will be performed in a prompt, thorough and workmanlike manner, in accordance with the plans and specifications for each job and must comply with relevant Scopes of Work, all Federal and State laws, codes and regulations and all county and/or municipal ordinance and regulations effective where the Work is to be performed under this Agreement. All permits, fees, taxes and expenses connected with such compliance are to be paid by the Independent Contractor. In cases where work is not completed correctly, Independent Contractor will promptly take whatever corrective action is necessary to remedy specific deficiencies as determined by the Company.

Independent Contractor shall control the time, manner and means of the Work that it provides to the clients and clientele of the Company. The specific services provided are left to the professional judgment of the Independent Contractor. In addition, the Independent Contractor shall provide any and all equipment and tools necessary to perform the above services.

4. Independent Contractor – The Company and the Independent Contractor agree that the Independent Contractor is being hired solely as an Independent Contractor and that neither the Independent Contractor, nor its employees (if it has employees) shall be deemed to be employees of the Company. Similarly, neither the Company nor its employees shall be deemed to be employees of the Independent Contractor. Independent Contractor shall have the flexibility, retains the right and is encouraged to work for other individuals, customers, or related construction companies. The Companies shall have the flexibility and retains the right to provide Work to other independent contractors and nothing in this Agreement shall obligate the Company to provide Work to the Independent Contractor. Nothing in this Agreement is intended or shall be deemed to create a partnership or joint venture between the parties and neither party shall have the authority to act as the other’s agent or commit or bind the other. In no event shall any provision contained in this Agreement be construed or deemed to confer any rights on any other person or entity as a third-party beneficiary or otherwise.

The Independent Contract represents and agrees to the following:

- a. It is free from the Company's control or direction when performing the Work;
- b. It is customarily engaged in an independently established trade, occupation, profession or business.
- c. It possesses the essential tools for the job, independent of the Company, for whom the Work is performed;
- d. It realizes a profit or loss as a result of performing its services;
- e. Its owner has a proprietary interest in the business (sole proprietorship), limited liability company or corporation operating as the Independent Contractor;
- f. It maintains an independent business location;
- g. It performs similar services for other hiring parties and holds itself out as able to perform similar services;
- h. It now has and shall maintain individual liability insurance in an amount of at least \$50,000; and
- i. It now has and shall maintain all required worker's compensation coverage for its employees.

5. Rate of Compensation & Payment of Services –

6. Default – If Independent Contractor should default in the performance of any of its duties or obligations hereunder, and such default should continue after verbal or written notice, Company may immediately terminate this Agreement. Independent Contractor shall be due only such sums for approved work up until termination without the addition of prospective profits or any other charges whatsoever. In case of such termination of the employment of the Independent Contractor, Independent Contractor shall not be entitled to receive any further payment under this Agreement.

7. Indemnification – To the fullest extent permitted by the law, Independent Contractor will defend, indemnify, and hold the Company harmless from all damages, losses, and expenses, including attorneys' fees, from any claims or damages of any kind resulting from the performance of this Agreement, but only to the extent caused in whole or in part by any negligence of Independent Contractor or any of its subcontractors, agents, or employees.

With respect to any and all claims brought against the Company, its affiliates and their respective directors, officers, employees, agents, successors and assigns by an employee of Independent Contractor, the Independent Contractor for itself, its successors and assigns, hereby expressly agrees to waive any provision of the Pennsylvania Workers' Compensation Act whereby Independent Contractor could otherwise preclude its joinder as an additional defendant, or avoid liability in any action at law or in equity or otherwise, where an employee of the Independent Contractor, its heirs, assigns or anyone entitled to receive damages by reason of any injury or death, arising from any act or omission, whether negligent, grossly negligent or otherwise, on the part of the Independent Contractor, in an action, lawsuit or legal proceeding against the Company. The indemnification obligations accepted by the Independent Contractor under this paragraph shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by the Independent Contractor pursuant to the Pennsylvania Workers' Compensation Act or any other employee benefit law, rule or regulation. The Independent Contractor agrees and acknowledges that by undertaking to indemnify the Company under this paragraph, the Independent Contractor is expressly undertaking indemnification liability by written contract pursuant to Section 481(b) of the Pennsylvania Workers' Compensation Act, 77 Pa. C.S. §481(b).

8. Taxes and Benefits – As an independent contractor, Independent Contractor shall be solely responsible for paying all applicable taxes. Furthermore, Independent Contractor shall not be eligible to

receive any benefits that the Company may offer to its regular employees. The Company will provide Independent Contractor with a tax Form 1099 at the end of each year documenting the amount paid to Independent Contractor. The Company ***will not*** withhold any taxes, FICA, or other amounts from its payments to Independent Contractor.

9. Obligations of Independent Contractor – Independent Contractor acknowledges and agrees that it alone is responsible for the following:

- a. Collection, reporting and payment when due all wages and taxes, including without limitation, all federal, state and local taxes, social security, withholding and unemployment compensation taxes (if applicable) and any other taxes and license fees imposed;
- b. Obtain and maintain during the term of this Agreement, General Liability Insurance of at least \$ _____, and if applicable Workers/Unemployment Compensation Insurance for any of its employees; and
- c. Comply at its expense with all federal, state and local safety, immigration, health and work laws, regulations, directives and rules.

10. Confidentiality and Nondisclosure – During the course of this Agreement, Independent Contractor will have access to or become aware of trade secret information. Independent Contractor agrees to hold this information in confidence and not disclose it to outsiders without prior written consent of Company.

- a. **Use of Trade Secret Information** – Independent Contractor will use trade secret information only as needed to properly and completely perform their duties.
- b. **Nondisclosure** – Independent Contractor will hold in confidence all trade secret information disclosed to the Independent Contractor either in writing, verbally, in detailed plans, in plan details, or as a result of this Agreement. Independent Contractor will also keep confident trade secret information they develop in connection with this Agreement. Independent Contractor shall not disclose or use trade secret information unless it is required as part of their job or they have prior written consent of Company. This nondisclosure clause covers any time during or within two years subsequent to work performed for Company.
- c. **Copying of Information** – Independent Contractor shall not reproduce or make copies of any trade secret information, except as required in the performance of regular job duties.
- d. **Reporting Disclosure** – Independent Contractor shall immediately notify Company whenever they become aware of any breach of confidentiality or this nondisclosure clause.
- e. **Violation of Clause** – Breaching confidentiality or disclosing trade secret information will result in disciplinary action, up to and including termination of this Agreement. Such violations may also have legal consequences.

11. Restrictive Covenant-Independent Contractor shall have the right to contract with others and perform the same work for others that it performs for the Company. Notwithstanding the previous sentence, Independent Contractor agrees that it shall not solicit employees of the Company or otherwise accept employees of the Company to perform work for Independent

Contractor, whether as an employee or independent contractor. For Purposes of this section, employees of the Company shall include any individual who is or was an employee of the Company during the term of this Agreement and such prohibition shall continue for a period of two (2) years following the termination of this Agreement. Independent Contractor further agrees that it shall not solicit or otherwise accept work or perform services for any customer of the Company for which it has performed services during the term of this Agreement and that such prohibition shall continue for a period of two (2) years following the termination of this Agreement. Independent Contractor agrees that customers of the Company shall include, but are not limited to the following:

12. **Notice**- Independent Contractor shall notify the Company of any changes to its liability or workers compensation insurance.
13. **Assignment** – No assignment of this Agreement by the Independent Contractor is permitted without the prior written permission of the Company. The Company may assign this Agreement.
14. **Resolution of Disagreements** – The parties agree that any dispute shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association (AAA). Arbitration shall take place in Lancaster County, Pennsylvania. Any award and/or determination by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.
15. **Amendment** – This Agreement may only be amended or modified by an instrument in writing executed by all the parties.
16. **Choice of Law** – It is the intention of the parties that the laws of the Commonwealth of Pennsylvania should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.
17. **Counterpart Execution** – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
18. **Integrated Agreement** – This Agreement constitute the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein or herein provided for.
19. **Drafting** – This Agreement has been reviewed by and is acceptable to all parties and shall not be construed against any party as the drafter of the Agreement.
20. **Binding effect** – This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
21. **Severability** – No part of this Agreement will be affected if any other part of it is held invalid or unenforceable.

INDEPENDENT CONTRACTOR:

COMPANY:

By:

Date

Date