

# **IMPORTANT DISCLAIMER:**

# This form is provided 'AS-IS' without any warranty of any kind, expressed or implied, statutory or otherwise. Any use of this form is at your own risk.

# While the information contained herein is designed to provide accurate and authoritative information in regard to the subject matter covered, it is offered with the understanding that the presenter(s) are not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert advice is required, the services of a competent professional should be sought.

# **Personal Note from JP:**

I got this contractor’s agreement very early in my investment career. I believe it was passed along to me by a more experienced rehabber/investor friend.

It’s pretty plain vanilla, but I’d say it does the trick. Feel free to have your own legal advisors check it out / tweak it for you though.

INDEPENDENT CONTRACTOR AGREEMENT

## THIS AGREEMENT is made and entered as of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as “Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein referred to as “Contractor”).

### RECITALS

## OWNER desires to contract with Contractor for the performance

of services as outlined in Paragraph 1 below upon real properties owned or being rehabilitated by OWNER.

1. Contractor is qualified to perform such services as OWNER

desires to be performed. Further, Contractor is able to perform

such services in a timely manner as further defined in Paragraph 1 below.

NOW, THEREFORE, in consideration of the mutual promises

and undertakings set forth herein below, the parties do hereby contract and agree with each other as follows:

1. ENGAGEMENT OF SERVICES. OWNER hereby contracts with Contractor to provide the following services:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. COMPENSATION. OWNER hereby agrees to compensate Contractor in the following manner:

As negotiated per job or evidenced by a written estimate signed by both parties to this Agreement.

1. TERMINATION OF AGREEMENT. OWNER may terminate this Agreement at any time upon the Contractor’s failure to adequately and timely perform the services so contracted for.
2. NO AUTHORITY TO BIND. The Contractor shall have no authority to enter into any contracts binding upon OWNER or to create any obligations on the part of OWNER, except where duly authorized or evidenced by in writing signed by both parties to this Agreement.
3. INDEMNIFICATION. For and in consideration of OWNER’s undertakings under this Agreement, Contractor agrees to indemnify OWNER and hold OWNER harmless from any and all damage caused by the actions of Contractor.
4. CONTRACTOR STATUS. Contractor acknowledges that all services to be performed under this Agreement are to be performed for the benefit of and solely for OWNER. **Contractor acknowledges that they are not an employee of OWNER**, as defined under the Internal Revenue Code. Contractor further acknowledges that the only party in which they are in privity of contract is OWNER, and that Contractor in no fashion is contracting with the individual shareholders of OWNER. Contractor warrants and represents to OWNER that they are in the ordinary course of conducting business for the purpose of contracting for the performance of such service for which is the subject of this Agreement.
5. WAIVER. **Contractor has been informed and acknowledges being so informed that services performed pursuant to this Agreement shall be performed at the risk of the Contractor. The Contractor assumes all responsibility for any injury which occurs in the performance of such services for OWNER or on the premises of or any real property owned or being rehabilitated by OWNER.**   
    Contractor Initials \_\_\_\_\_\_\_\_\_\_\_\_\_
6. GOVERNING LAW. This Agreement is made and intended as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ contract and shall be construed and applied according to the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.
7. HEADINGS. The headings of this Agreement are for convenience only and are in no way meant to define or limit the scope of the paragraph.
8. MERGER CLAUSE. This instrument contains the entire agreement of the parties and may not be altered, changed or amended except pursuant to written agreement signed by both parties hereto.
9. NOTICES. Any notices or communications required or permitted hereunder shall be deemed sufficiently given (i) if sent by certified mail, return receipt requested, postage prepaid, (ii) if hand delivered, or (iii) if sent by nationally recognized overnight express courier service, addressed as follows:

If to OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this instrument to

be executed as of the date first written above.

(YOUR NAME HERE) CONTRACTOR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date