

PERFORMANCE AGREEMENT / CONTRACT
for
INDEPENDENT CONTRACTORS AND
CONTRACT LABOR

PARTIES TO THE CONTRACT:

_____ (Client) and _____ (Contractor)
_____ (address) _____ (address)
_____ (address) _____ (address)

DATE: _____

In exchange for monetary compensation, _____, hereafter referred to as Client, agrees to hire _____, hereafter referred to as Contractor, to perform the work as outlined below. Such agreement is subject to the following conditions, covenants, and obligations:

- 1) **GENERAL LIABILITY INSURANCE REQUIREMENT** - The Contractor shall carry general liability insurance with a per occurrence liability limit of at least \$1,000,000. The Contractor will provide the Client a certificate of insurance and name the Client as an “additional insured” on the Contractor’s general liability insurance policy;

- 2) **WORKERS COMPENSATION INSURANCE REQUIREMENT** - The Contractor is solely responsible for carrying the workers compensation insurance for Contractor and all of Contractor’s employees, if any. The Contractor will defend and indemnify the Client against all claims against the Client by the Contractor or its employees relating to on-the- job-injuries, premises injuries, or for any other cause of action against the client by the Contractor or its employees and waive subrogation against the Client and its worker compensation insurance carrier for any claims filed by the Contractor’s employees or any of the Contractor’s sub-contractor’s employees. The Contractor further agrees to indemnify Client against any claims made by the Contractor’s subcontractors or their employees. Finally, the Contractor agrees that if for any reason the Client is found liable for any workers compensation benefits payable to Contractor’s or their Sub-Contractor’s employee(s), then Contractor shall reimburse to Client any insurance premium associated with the payroll charged to the Client related to Contractor’s own workers or their sub-contractors workers. If the Contractor cannot provide proof of workers compensation insurance via a valid certificate of insurance indicating coverage during the time the Contractor works/worked for the Client, than the Contractor may withhold a reasonable amount of the contract cost to pay any additional workers compensation premium the Client may incur due to the Contractor’s, or their sub-contractor’s failure to provide proof of workers compensation insurance to Client;

- 3) **INDEMNIFICATION AND DEFENSE** - The Contractor shall indemnify and defend the Client against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or relating to the alleged negligence, performance, and or non-performance of the Contractor, its employees, their Sub-Contractor’s and their employees, and or anyone for whose acts the Contractor may be legally liable. This defense includes paying all legal fees and costs associated with any claim or demand made by a third-party against the Client that relate to the alleged negligence of the Contractor, and its Subcontractors, even if such claims also allege the Client was negligent, too. Such obligations shall not be construed to negate, abridge, or otherwise

reduce other rights or obligations of indemnity which would or do exist as to a party or person described in this paragraph. In addition:

- 4) **PROPERTY DAMAGE GUARANTEE** - The Contractor shall pay for any and all damages, including loss of value, sustained by the Client's products, inventory, or other property while such property is in the care, custody, or control of the Contractor, regardless of fault or whether the Contractor's insurance covers the damage;
- 5) **LICENSE / BOND / INSURANCE** - The Contractor must be licensed to do business in the state of _____, must be bonded according to all applicable state law, and must be insured at this state's minimum standards or as described elsewhere in this Agreement, whichever coverage requirement is greater / more expansive;
- 6) **INDEPENDENT CONTRACTOR STATUS** - All parties to this Agreement agree that the Contractor is an independent contractor. The Contractor is in control of the details of its own work, the sequence of performance, the supplying of tools, the supplying of labor, etc. to complete the contracted job. The Contractor is in charge of its own methods and training in completing the job. The Contractor is not an agent or employee of the Client, and has no expectation of continued work with Client after completion of the job. The Contractor is not required to submit regular reports concerning the job in progress to the Client. The Contractor shall be paid by the job (usually a negotiated flat rate or upon submission of a bid). The Contractor is legally responsible for completion of the contracted job. If the Contractor quits prior to completion of the contracted job, then Contractor is liable for breach of contract;
- 7) **LEGAL FORUM** - In the event this Agreement must be enforced in court, it will be interpreted according to _____ state law and any legal proceedings shall be held in the county where the Client's place of business is located; and
- 8) **ARBITRATION AGREEMENT** – The Client often enters into Arbitration agreements with consumers and other third parties. In order to reduce the amount of time and resources associated with any claim(s) filed by a consumer or any third party against the Client that involves any services or products provided to the Client by the Contractor, the Contractor agrees to submit himself/itself to this Arbitration process as described in the Consumer Arbitration agreement and pay its proportionate share of the Arbitrator's fees and any other ancillary costs incurred as a result of the Arbitration process.

The Contractor has been hired to complete the following work at the following price:

This complete Agreement shall remain in full force and effect until amended in writing. In the event a party to the contract must sue to enforce any part of this Agreement, the losing party in the litigation shall pay all attorneys' fees, other fees, litigation costs, and court costs on behalf of the winning party.

	<u>Client</u>	<u>Contractor</u>
Signature	_____	_____
Printed name	_____	_____
Co. Name	_____	_____
Address	_____	_____
	_____	_____
State Operating License # (if applicable)	_____	_____
Date	_____	_____