

PERFORMANCE AGREEMENT / CONTRACT
for
OCCUPIED RENTAL HOME CONTRACTORS

PARTIES TO THE CONTRACT:

	(Owner/Mgr) and		(Contractor)
	(address)		(address)
	(address)		(address)

DATE: _____

In exchange for monetary compensation, the Owner and/or Property Manager, hereinafter referred to as Manager, agrees to hire Contractor to perform the work as outlined below. This agreement applies to the Contractor, its employees, and subcontractors. Such agreement is subject to the following conditions, covenants, and obligations:

- 1) **COMMERCIAL AUTO INSURANCE REQUIREMENT** – When an auto is used in the course and scope of any actions performed by the Contractor for the Manager, the Contractor shall carry commercial auto liability insurance with a per occurrence limit of at least \$1,000,000. The Contractor will provide the Manager with a certificate of insurance evidencing the Contractor’s commercial auto insurance policy;

- 2) **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 Manager a certificate of insurance and name the Manager as an “additional insured” on the Contractor’s general liability insurance policy;

- 3) **WORKERS COMPENSATION INSURANCE REQUIREMENT** - The Contractor is solely responsible for carrying the workers compensation insurance for Contractor and all of Contractor’s employees. The Contractor will defend and indemnify the Manager against all claims against the Manager by the Contractor or its employees relating to on-the-job injuries and waive subrogation against the Manager and its worker compensation insurance carrier for any claims filed by the Contractor’s employees or other sub-contractors’ employees. The Contractor further agrees to indemnify Manager against any claims made by the Contractor or his employees. Finally, the Contractor agrees that if for any reason the Manager is found liable for any workers compensation benefits payable to Contractor’s employee, then Contractor shall reimburse to Manager any insurance premium associated with the claim and charged to the Manager by Manager’s own workers compensation insurance. 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 Manager, than the Manager may withhold a reasonable amount of the contract cost to pay any additional workers compensation premium the Manager may incur due to the Contractor’s failure to provide proof of workers compensation insurance to Manager;

- 4) **INDEMNIFICATION AND DEFENSE** - The Contractor shall indemnify and defend the Manager 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, its Sub-Contractor’s, 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 Manager that relate to the alleged negligence of the Contractor, even if such claims also allege the Manager 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;

- 5) **PROPERTY DAMAGE GUARANTEE** - The Contractor shall pay for any and all damages, including loss of value, sustained by the Manager'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;
- 6) **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;
- 7) **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 Manager and has no expectation of continued work with Manager after completion of the job. The Contractor is not required to submit regular reports concerning the job in progress to the Manager. 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;
- 8) **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 Manager's primary place of business is located;
- 9) **ARBITRATION AGREEMENT** – The Manager often enters into Arbitration agreements with consumers. In order to reduce the amount of time and resources associated with any claim(s) filed by a consumer against the Manager that involves any services or products provided to the Manager by the Contractor, the Contractor agrees to submit himself/herself/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;
- 10) **TAXES** – Contractor must supply Manager with a signed W9 when requested, as well as any proof of insurance requested by Manager. It is understood and acknowledged that Manager will not withhold for Contractor and Contractor's employees, state, and federal income taxes, social security taxes, and/or other taxes and benefits;
- 11) **CONTRACTOR'S EMPLOYEE SCREENING** – Contractor verifies that no person in their employ, working on any property for Manager has ever been convicted of a felony offense related to burglary, theft, drugs, sex related crimes, acts of violence against another person or property, and that no such person in their employ is listed on a Sexual Offender Registry;
- 12) **ASSIGNMENT OF WORK ORDERS** – It is agreed that no part of the work or other obligations herein may be assigned by Contractor to any other party without express written consent of Manager;
- 13) **RESIDENT CONTACT REQUIREMENTS** – When working on resident occupied units/homes, Contractor shall contact residents within 72 hours after receiving a work order, unless deemed an emergency, to arrange for an appointment to make the repair. Identify yourself when contacting residents and advise them that Manager has requested the work to be performed.

It is mandatory that the resident be notified with a twenty four (24) hour notice of entry, prior to work being either written or verbal. If the resident denies Contractor access, will not call back, or Contractor is unable to perform or complete the task, Manager shall be notified promptly. Contractor shall notify management immediately if there's any physical or sexual contact of any kind with an occupant of the rental home;

- 14) **KEYS** – If keys are provided to Contractor, the key must be returned promptly after the work has been completed. If a key is obtained by a lockbox on the door of the residence, contractor must replace it in the lockbox before leaving the premises. Contractor will NOT take keys home or to your place of business. If keys are not returned as described, Manager shall re-key the doors and Contractor agrees to pay for the re-keying of the doors;
- 15) **ADDITIONAL WORK FOUND WHILE ON PREMISE** – If, while at the property, any additional repairs are needed, contact Manager for approval prior to doing any additional work;
- 16) **NOTICE OF ENTRY** – Contractor shall leave a business card on the kitchen counter to inform the resident that Contractor has entered the home/unit. Leave a note giving the status of the repair if the repair has not been completed, with an approximate date and time Contractor will return;
- 17) **JOB SITE CARE** - Contractor shall clean up before leaving the property, remove all scrap materials and trash. Please be conscious of tracking in mud or dirt onto the flooring. If resident's belongings need to be moved, please return them to their proper place. Refrain from using the resident's restroom;
- 18) **BEHAVIOR AND APPEARANCE** – Keep in mind that Contractor is representing Manager. Contractors and their employees are expected to treat the residents in a professional and respectful manner. Appearance must be neat and clean, and you must refrain from offensive language. No smoking or eating in the unit/home is allowed. If a tenant or resident acts improperly or aggressively toward Contractor, or is provocatively dressed and or undressed, Contractor shall promptly leave the home and advise Management.
- 19) **MINOR CHILDREN ALONE IN THE HOME** - If there is a minor (child under 18 years of age or younger) in the home and no adult is also in the home, the Contractor shall immediately leave and advise management. An adult resident must be present if there are children, anyone under 18, in the home.

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

