

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) sets forth the material terms and conditions of the contractual relationship between Remy Properties & Investments, LLC (collectively, “RPI”), on the one hand, and _____ (“Contractor”), on the other.

1. **Independent Contractor Status.** Contractor shall provide services to RPI as an independent contractor. Contractor is not an employee of RPI and nothing under this Agreement or otherwise shall render Contractor an employee of RPI. Contractor shall not claim to be an employee of RPI.
2. **Control of Performance.** RPI has no right or authority to direct or control Contractor with respect to the performance of Contractor’s duties under this Agreement, or with respect to any other matter, except as otherwise provided by this Agreement. **RPI is interested only in the results to be achieved by Contractor; the manner and method of performing all duties and services by Contractor under this Agreement shall be under the exclusive control of Contractor.** Contractor is free to contract with and perform services for other companies which are not in competition with the services offered by RPI .
3. **Services.** Contractor shall perform professional services for RPI, as set forth in greater specificity in Schedule A, the “Contractor Task List,” and any other services requested by RPI. Contractor shall not be permitted to refuse any reasonable assignment, provided it is consistent with the work Contractor is capable of performing. Should Contractor fail to perform such work in a diligent and timely fashion, RPI is permitted to terminate this independent contractor relationship immediately without any further obligations to Contractor.
4. **Compensation.** Contractor shall be compensated at the rate of _____ Dollars (\$ __.00) per [month/week/hour], OR at the rate off _____ Dollars (\$ __.00) per _____ [sq. ft., per piece, square yard, or other unit for a job). Contractor will earn this contracted rate of compensation for all hours of work performed upon request of RPI. Contractor and RPI may subsequently agree to modify Contractor’s rate of compensation as an independent contractor at any other mutually agreeable rate, and any such modification must be made in writing signed by both parties. **Contractor must invoice RPI for all services rendered by Contractor.** Invoices will be paid as early as the following Friday after invoices are received, but no longer than 15 days of receipt by RPI. Any invoices for completed work must be submitted no later than 5pm on Thursdays for compensation to be issued that week. Any compensation not identified by the deadline will be applied to the following week’s invoice for compensation.

5. **Term of Agreement.** This Agreement is effective as of _____, 20___. RPI may terminate this Contractor's relationship of providing services to RPI at any time for non-performance or breach of contract by Contractor upon written notification to Contractor, as determined in RPI's sole discretion. Contractor may terminate this Contractor relationship of providing services to RPI at any time for non-performance or breach of contract by RPI upon written notification to Contractor with a ten day period of cure. Either party may terminate this Agreement upon thirty day's advance written notice to the other party; however, Contractor will not be paid for any projects which are incomplete as of the date of termination.
6. **Anticipated Hours.** Contractor is not guaranteed any specific number of hours under this Agreement.
7. **Taxes.** Contractor will be solely liable for any taxes required by federal, state or local law. Contractor will receive an IRS 1099 form evidencing all payments made to Contractor under this Agreement.
8. **Place of Performance of Services.** The services to be performed under this Agreement shall be performed as directed by RPI, but RPI will not provide office space for Contractor at RPI's place of business, unless otherwise agreed by RPI. RPI agrees that all Contractor's assignments may typically be performed at any location acceptable to Contractor, unless unforeseen circumstances require Contractor to perform work in a locale directed by RPI. It is anticipated that the bulk of Contractor's assignments will be performed in the following geographic areas ___El Paso County, Pueblo County, and Teller County.___.
9. **Materials and Equipment.** Contractor may continue to use the materials and equipment that have been provided to Contractor for use during the term of this Agreement. All other materials and equipment required by Contractor to perform the services under this Agreement shall be furnished by Contractor at his or her expense, unless otherwise provided by RPI. Contractor also agrees to all terms and policies outlined in the "RPI Tool Agreement" form.
10. **Insurance.** If Contractor uses any employees to assist him in the performance of any work, Contractor shall, at his or her own expense, carry adequate workers' compensation insurance to fully protect both Contractor and RPI from any and all claims and damages which may arise from the performance of this Agreement. Contractor shall not be permitted to use independent contractors in performance, unless by express written consent by RPI and a mutually executed RPI Independent Contractor Agreement.
11. **Conflict of Interest Policy.** Contractor agrees that during his provision of services to RPI, he will not render services for any third party or for his own account or business that conflicts or competes with the business of RPI. However, **if no conflict of interest is**

reasonably identifiable, Contractor is permitted fun compliance of independent contractor guidelines, to accept other work, provided it does not impede the Contractors ability to complete the agreed jobs for RPI by the job completion deadline.

12. **Contractor's Warranty & Workmanship Guarantees.** Contractor agrees to **warranty any and all work performed for RPI and it's clients within the scope of this agreement for a period of six (6) months or longer**, following the completion of the Contractors job. Contractor agrees to make all efforts to remedy any claims within 5 business days of the claim. This guarantee does not hold the Contractor liable for warranty claims due to homeowner damage, neglect or improper maintenance, or failure of materials when a manufactures warranty applies Contractor authorizes RPI to furnish contact information to the client only under the circumstance of a warranty claim for direct communication and scheduling.

13. **Confidential Information.** Contractor agrees not to disclose to RPI or use in his/her work for RPI any confidential information belonging to others and agrees not to make any unauthorized use of any such information in his/her work for RPI. Contractor represents that (s)he is aware of no confidentiality, non-compete or other agreement that might in any way restrict his/her employment by RPI that (s)he has not provided to RPI and which Contractor has disclosed in writing. In the event of a breach of this provision, upon the request of RPI, Contractor agrees to indemnify, defend and hold harmless RPI as well as its principals, agents, and employees. Contractor recognizes that RPI's Confidential Information is extremely valuable to it and that disclosure or use of Confidential Information outside RPI could irreparably damage RPI. Contractor acknowledges that RPI has taken reasonable precautions and steps to protect RPI Confidential Information. Contractor therefore agrees that he will not use any Confidential Information for any purpose other than to benefit RPI. In furtherance of that commitment Contractor will disclose Confidential Information to other persons within RPI only if they have a need to know the information in order to perform their job responsibilities for RPI and will not disclose Confidential Information to any person outside RPI unless Contractor has first obtained the express written consent of an authorized representative. Contractor understands and agrees that his confidentiality obligations under this paragraph will continue after he ceases performing services for RPI, regardless of the reason for the termination, for as long as the information is not generally known to the public.

14. **Arbitration.** Any conflicts or claims between Contractor and RPI, including those arising out of this Agreement or Contractor's performance of services for RPI will be subject to confidential binding arbitration before a retired state or federal judge in Sacramento or Los Angeles, California, as determined by RPI in its sole discretion, In the event Contractor performs the majority of services for RPI in a different county or jurisdiction, RPI and Contractor may agree to select a different arbitration location. The

arbitration shall be conducted pursuant to the Business Dispute Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS) (www.jamsadr.com). By signing this agreement, Contractor is agreeing to arbitrate all claims, including any and all class action claims, and is waiving his/her right to a jury trial.

15. **Miscellaneous.**

(a) The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of such terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect.

(b) If for any reason any provision of this agreement is held invalid, all other provisions of this Agreement shall remain in effect.

(c) RPI's rights and obligations under this Agreement shall be binding upon and inure to the benefit of RPI successors and assignees.

(d) This Agreement, along with the Release, sets forth the entire agreement with respect to the subject matter hereof, and supersede any and all prior oral and written agreements and any and all contemporaneous oral agreements.

(e) Contractor gives consent to Remy Properties and Investments, LLC to verify any information provided, either in writing or verbally expressed, and authorizes to a background check for the sole use of RPI, LLC and it's management.

ACCEPTED AND AGREED:

Dated: _____, 2018

("CONTRACTOR")

DBA: _____

Dated: _____, 2018

Remy Properties and Investments, LLC

[PRINT NAME] _____

[AS/TITLE] _____

