

INDEPENDENT CONTRACTOR AGREEMENT

Company and Contractor, in consideration of mutual covenants and promises, made by each to the other, agree:

1. This Independent Contractor Agreement establishes the lack of employer-employee relationship between the parties. It is far more extensive than most Internal Revenue Service or state listings of details or forms.
2. Company and Contractor established their Independent relationship on: _____ (Date)
3. Contractor did not complete an application to establish this relationship.
4. Contractor works under its own name when performing services for Company.
5. Contractor shall pay for advertising, carry business cards or maintain a business phone (other than the residential phone number of the undersigned agent). Its gain or loss is Independent of Company gain or loss.
6. Contractor has a significant investment in facilities at its principal place of business, which is separate from the residence of its undersigned agent.
7. Contractor shall carry business liability insurance, Worker's Compensation Insurance and maintain any necessary business occupational licenses for its business. Company shall not cover Contractor with its policies or be liable for injuries incurred doing work. This shall not bar negligence claims due to Company employees or facilities. Contractor shall hold Company harmless from actions brought by others, for taxes or otherwise, due to its work. If the Contractor occupation requires any form to make this Agreement effective then the Contractor shall attach it. _____ (Initials)
8. Contractor may do similar work for others any time it wishes, including on the same day it does work for Company. Company shall not have a priority on Contractor time and effort. The Contractor need not work during any set hours.
9. Contractor performs services: (1) Part time? ___; (2) For a particular job? ___; (3) For an indefinite period? x.
10. Company shall pay the Contractor weekly based on subcontractor billed pay app.
11. The Contractor shall decide the time, place, manner, methods and order of work, including whether the nature of the work, this Agreement or local law requires it to perform services during regular Company working hours. The Company may not change these items or restrict Contractor to a specific territory. _____ (Initials)
12. Company shall not supervise Contractor, though it may inspect work completed pursuant to this Agreement. Contractor will work in a professional manner, having represented that it has necessary special skills to do this.
13. Contractor shall redo defective work and replace damaged material at its own expense. If Contractor does not do this at its own expense, Company may deduct these cost from amounts due Contractor. _____ (Initials)
14. The Contractor need not report to the Company in any way. Submitting bills and contacting other Contractors or the Company, if necessary for Contractor, shall not be reporting for this purpose.
15. Company shall not train Contractor or provide instruction, briefings or orientations to Contractor. It shall advise the Contractor about when it can begin work and the job details.
16. Contractor need not meet a minimum quota. It will work for the time needed to do the work or 3 months. The parties may orally extend this Agreement for additional periods of up to three months. The details of when work shall be due, (if it is to be done at a set number of hours per period) are: When Prime Contractor lets us know when other trades are ready for prepping and painting we will call you and see if you are available to work on this project.
17. Contractor may have agents work for it, or helpers assist it, in doing the work. It shall not need Company knowledge or consent if such persons have the professional skills needed for the work and Contractor remains liable for it. The Company shall not supervise, pay or discharge these agents or helpers. _____ (Initials)
18. Contractor may receive a minimum guarantee for a trial period. Company shall pay Contractor by: (1) Commission ___; (2) Hourly rate ___; (3) Percentage of profit ___; (4) Unit or price of job ___; (5) Billing or Invoice x, as follows: Weekly Pay App billed by subcontractor with a minimum of \$ _____ per HOUR.
19. Company shall not provide for a drawing account or advances.
20. Contractor may stop work at any time, without liability to Company, unless the agreement is from competitive bidding. Company may stop the work at any time, but shall be liable for work already done.
21. Company shall not withhold any taxes from Contractor, who shall be liable for its own withholding, Social Security, self-employment and other applicable taxes. _____ (Initials)
22. Company shall not provide Contractor with, or reimburse for, hospital, medical, business liability or Worker's Comp. Insurance, sick or vacation pay, a work vehicle, bonuses, gas allowances, uniforms, special clothing, pensions, etc. Contractor need not wear uniforms or special clothing while doing work for Company, except as local law may require.
23. Company shall not supply Contractor with tools, or rent or lease tools, equipment or space to Contractor for work. Contractor shall provide and maintain tools, equipment, supplies or other items needed. It is solely liable for loss, damage or theft of its property at Company locations. This includes storage at such locations, or in route to or from them. Contractor shall protect its property and shall take it with it when it leaves.
24. Contractor shall provide all materials needed for the work except: Paint & Consumables. Company and Contractor shall each pay their own sales tax on materials provided.
25. The Contractor shall not have keys to the Company facilities.
26. If Contractor shall sell goods or services for the Company:
 - (a) What shall it sell? N/A.

- (b) Describe of a typical customer, if any. N/A
- (c) Contractor can sell for competitors.
- (d) Company shall not provide leads to prospective customers...
- (e) Contractor need not travel. It shall provide any transportation it requires.
- (f) Contractor need not make an investment with the Company.
- (g) Contractor shall decide the extent to which it requires investment in new equipment, materials or facilities.
- (h) Prices are negotiable, with no set limits.
- (i) Contractor orders are only subject to Company approval to the extent the Company approves credit.
- (j) The Contractor need not attend sales meetings.
- (k) Company does not engage Contractor on a full-time basis.
- (l) Sales to firms are for: resale ___; use in their own business ___. N/A
- (m) Sales to individuals are for use in their homes (direct sales).
- (n) A controversy or claim arising out of or relating to this Agreement, or the breach thereof, may be settled by arbitration in accordance with American Arbitration Association Rules, at the option of the party making a claim. The prevailing party may enter a judgment on the award of the arbitrators in any court having jurisdiction thereof. Local laws, of the place where the Company signs this Agreement, shall apply to it. Hearings shall be at a location set by the Company.

27. This Agreement and any attachments are the entire exclusive agreement between the Company and the Contractor. Neither party shall assign it without written permission. It inures to the benefit of the successors and assign of the parties. The parties make no express or implied representations, warranties, promises or guarantees about this Agreement, except as it expressly provides. In the Agreement, the masculine includes the feminine and the singular the plural.

WITNESS:

CONTRACTOR: _____

_____ By: _____

_____ Title: _____ Date: _____

Address: _____

ID#: _____ Phone: _____

COMPANY: AEI Painting Contractors, LLC

_____ By: _____

_____ Title: President Date: _____

Address: 2705 Faith Industrial Dr. Suite 500 Buford, GA 30518

ID#: 26-2922819 Phone: 770-534-6016

***AS AN INDEPENDENT CONTRACTOR, I REALIZE THAT AEI PAINTING WILL NOT FORCE YOU TO WORK AS YOU WILL WORK ON YOUR OWN TIME SCHEDULE AND ALTHOUGH AEI WILL INSTRUCT IN AREAS THAT ARE RELAYED BY THE GENERAL CONTRACTOR AS TO WHAT NEEDS TO BE DONE, IT IS THE ULTIMATE RESPONSIBILITY OF THE INDEPENDENT CONTRACTOR TO PERFORM THEIR WORK SATISFACTORY TO THE OWNER. ALSO I UNDERSTAND THAT AEI IS NOT MY ONLY SOURCE OF INCOME. _____ (Initials)**