

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 2th day of March, 2017, between Resurrection Lawn Care LLC. ("the Company") and _____ ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Schedule A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference. (This clause simply means you get paid what we agreed upon, and it's worded in the Schedule A below)

3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Company facilities shall not be reimbursable. (This clause addresses materials that contractor may purchase for the job on behalf of the company.)

4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Contractor on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company. (This simply means you'll send in your hours and other pertinent details as soon as possible, preferably by the next morning so that we can bill the client promptly)

~~**5. Inventions.** Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly owned subsidiary of the Company. (note: this is most likely irrelevant, and I've crossed it out, but I've left it visible for future reference if needed)~~

6. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to

the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. ~~The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.~~ (This basically means you won't discuss our clients, rates, or the way we do things with anyone without our permission – I have crossed out the section that says you may not tell anyone that you work for us, or what the nature of our agreement is. That's your business and I have no preference as to who knows you are subbing for us)

7. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement. (For our purposes, this means you won't use our equipment on your own work, unless we agree to that, and if we part ways, you may not attempt to hire any of our employees or other subs away from us)

8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

10. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

12. Insurance. The Contractor will carry liability (and auto insurance if needed) relative to any

service that [he or she] performs for the Company. If any employees are hired by the contractor, they must be covered under workman's comp. insurance while performing work on behalf of the Company (If you work alone, you don't need worker's comp, if you have employees, you do, you must have auto and business liability regardless. If you DON'T have worker's comp, you'll need to fill out a determination of worker status put out by MEMIC each year.)

13. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14. **Choice of Law.** The laws of the state of Arkansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

15. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Bentonville District Court, Bentonville in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

16. **Headings and Summaries.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. Summaries (in red) at the end of each section are intended to be the Company's translation, into laymen's terms, of the content of each summary and are not legally binding, may or may not be accurate, nor are they to be considered a part of this agreement.

17. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. (In other words if either of us breaches or violates this agreement, and the other does nothing about it, it doesn't mean it's ok to do it again)

18. **Assignment.** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

19. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Company:

Resurrection Lawn Care LLC.
3820 N 13th St.
Rogers, Ar. 72756

If to the Contractor:

Name: _____

Address: _____

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. (If a piece of this agreement is found to be legally invalid, it doesn't negate the whole contract, just the piece that's found to be invalid)

23. Hold Harmless

To the fullest extent permitted by law, the Subcontractor shall indemnify the Contractor, Owner, and their Agent(s) from and against any all claims, damages, losses and expenses and fees arising out of or resulting from performance of the Subcontractor's work, including subrogation and Worker's Comp. claims

24. Sub Contracting

It is understood that the work the company gives to the contractor shall be performed BY the contractor and that the contractor shall not further sub this work out UNLESS approved in writing by the company or its' representatives.

25. Proper Insurance – age limit

It is understood that IF the contractor has employees working for him on behalf of the company, then the contractor shall have worker's compensation insurance in force at all times that the contractor is performing services on behalf of the company. It is also understood that any workers employed by the contractor shall be a minimum of 18 years of age or have a proper work permit while performing work on behalf of the company.

26. Terms and Standards

It is understood that while the contractor is performing services for the company, the contractor shall adopt the standards of the company as set forth in the document titled "Standards". . **It is understood that while contractor is performing work on company's clients' properties, they are representing the Company, and thus any requests for work or estimates from ANYONE are to be directed to the company and NOT accepted by the contractor.**

27. Non Compete Clause

The Contractor agrees that it will not actively solicit work for hire from any client that The Contractor performs work for on behalf of Resurrection Lawn Care LLC. Nor will it accept work from same clients if it is similar in nature to the scope of work The Contractor is performing on behalf of Resurrection Lawn Care LLC. **It is understood that while contractor is performing work on company's clients' properties, any requests for work or estimates from ANYONE are to be directed to the company and NOT accepted by the contractor.**

Any Non-disclosure portion or Non-compete portion of this Agreement is effective on the date specified in the Caption of the Agreement and will remain in effect while agreement is in force, and for an additional period of five (5) years from the date the agreement or working relationship between the parties is terminated.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Company: **Resurrection Lawn Care LLC.**

Signed:

Title: President

Contractor: _____

Signed: _____

Title: _____

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will perform general lawn and landscape related tasks. [He or she] will report directly to Dave Johnson and to any other party designated by Dave Johnson in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect until cancelled or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

A. As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor an agreed upon price for each job. If an agreed upon price has not been determined, then contractor shall be paid at the hourly rate of **\$30** per hour, with total payment not to exceed **the maximum amount disclosed to Contractor or 55% of the job, at discretion of the Company** without prior written approval by an authorized representative of the Company. Such compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered supported by reasonable documentation. Other payment arrangements should be negotiated before job(s) begin(s).