



## Independent Contractor Agreement

### INDEPENDENT CONTRACTOR AGREEMENT

This agreement ("Agreement") is made as of \_\_\_\_\_ (the "Effective Date") between The Roof Docs LLC ("Company"), a Virginia limited liability company, and \_\_\_\_\_ ("Contractor"). Collectively, Company and Contractor are referred to herein as the "Parties," and may be referred to singly as a "Party."

WHEREAS, Company is an exterior home remodeling contractor specializing in replacing and installing roofing, siding, gutters, trim and other exterior systems;

WHEREAS, Company desires to enlist Contractor as an independent contractor to provide certain services to the Company and its clients;

WHEREAS, Contractor seeks to receive compensation as an independent contractor in exchange for the provision of certain services, which Contractor will deliver in his/her/its discretion;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** In addition to any other defined terms in this Agreement, throughout this Agreement, unless otherwise specifically indicated:

a. **"Confidential Information"** means nonpublic information, whether tangible or intangible, that is learned by Contractor during the Term and maintained as confidential by Company or its employees or agents, or protected by law as confidential, including but not limited to the following: (i) information with commercial value to the Company; (ii) information regarding the identity, address, or other data of any Company Client or Prospective Client; (iii) information concerning the business and affairs of the Company, such as financial statements, projections, budgets, pricing or cost data, personnel information, customer or supply lists, vendor identities or lists, contracts or contractual terms, training techniques and materials, marketing strategies, business plans, and performance results relating to the past, present or future business activities of Company or its affiliates or subsidiaries; (iv) Company plans for products or services; (v) scientific or technical information, inventions, designs, processes, procedures, formulae, improvements, technology or methods, including Intellectual Property or Work; (vi) concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (vii) information collected by Company in the performance of its services to existing or former Clients; (viii) summaries, compilations, notes and other material containing or based, in whole or in part, on any of the foregoing; and (ix) any other information that should reasonably be recognized as confidential information of Company. Confidential Information need not be novel, unique, patentable, or copyrightable, or constitute a trade secret in order to be considered Confidential Information. Certain Confidential Information constitutes a "trade secret" under the Virginia Uniform Trade Secrets Act, as may be amended. Confidential Information does not include information that: (i) becomes generally available to the public other than as result of a unpermitted disclosure directly or indirectly by Contractor; (ii) becomes available to Contractor on a non-confidential basis from a source not bound by a confidentiality agreement with or other obligation of which Contractor has knowledge; or (iii)

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has already been or is hereafter independently acquired or developed by Contractor without violating any confidentiality agreement with or other obligation of secrecy to Company.

b. **“Client”** refers to any person or entity that retained the services of Company during the Term.

c. **“Covenants”** refers to Contractor’s covenant of non-disclosure and to safeguard, covenant of non-competition, covenant of non-interference, and covenant not to hire Company personnel, described in paragraphs 12 through 16, below.

d. **“CRM”** refers to the Company’s customer relationship management software made available to Contractors to facilitate the performance of Services.

e. **“Intellectual Property”** refers to the Company’s domain, website, architecture, interface and security, CRM, and desktop and mobile applications.

f. **“Like Services”** are services comparable to the Services described in this Agreement, but not provided pursuant to this Agreement.

g. **“Post-Term”** refers to the period starting on the Termination Date and ending twelve (12) months following the Termination Date.

h. **“Prospective Client”** means any person or entity whose information has been entered, directly by Company or Contractor, into Company’s CRM (as defined above) or any other lead/customer manager used by Company and/or Contractor

i. **“Services”** refers to the services and duties of Contractor described in paragraph 2, below.

j. **“Term”** refers to the period starting on the Effective Date and ending on the Termination Date. The Parties agree and acknowledge that certain rights and obligations described in this Agreement, including but not limited to the Covenants, extend beyond the Term.

k. **“Termination Date”** refers to the date that termination of this Agreement becomes effective.

l. **“Territory”** refers to the geographic area, as may be amended from time to time by written agreement of the Parties, in which Contractor will provide Services, and which currently consists of the area bordered on the East by the Chesapeake Bay, on the South by Fredericksburg, Virginia, on the West by Winchester, Virginia, and on the North by Columbia, Maryland.

m. **“Work”** refers to intellectual property of any kind, including but not limited to inventions, patents, copyrights and software – whether or not patentable, and whether or not registrable under copyright, trademark or similar laws, or at a commercial stage – which is created by Contractor, solely or jointly with others, during the Term and (i) during the course of performing Services; (ii) while using Company equipment; or (iii) based on any Confidential Information.





2. **Services.** During the Term, Contractor shall provide the following Services to Company, pursuant to Contractor's own schedule and using Contractor's own transportation:

- a. Canvass the Territory for Potential Clients;
- b. Perform storm-damage inspections of Client and Potential Client properties;
- c. Provide appropriate assistance to Clients in completing the Company's "Insurance Claim Agreement";
- d. Inspect Clients' properties with insurance claim adjusters as requested by Client or Insurance Company;
- e. Manage job flow and data in the Company's CRM system;

3. **Discretion.** Company will rely on Contractor to bring to bear his/her/its training, licensure, experience, and professional discretion in providing Services. Contractor will act in a competent and professional manner in performing the Services and will make all decisions using his/her/its best judgment. Company will not direct Contractor how to perform the Services, and has no authority or power to control the discretion that Contractor employs in execution of the Services. Nothing in the Agreement shall restrict, or shall be construed to restrict, Contractor's duties and obligations to Clients.

4. **Compensation.**

a. **Payment types.** In exchange for performing the Services, Contractor shall receive the following compensation:

- i. **Commissions.** A "Commission" based on the total payments actually received by Company pursuant to the Ins. Total amount listed on Client-executed Custom Home Restoration Agreement that Contractor procures, calculated as follows: Sixteen percent (16%) of the payments actually received by Company pursuant to such agreements, provided Company has collected the full amount owed to Company as stated in the Custom Home Restoration Agreements. Contractor may be provided with a more detailed Commission Addendum outlining instances in which the commission structure is different from above. Any provided Commission Addendum will supersede the Commission structure detailed in this section.

b. **Payment timing.** Company shall submit pay for Contractor according to the following schedule, to be amended by Company at its sole discretion: (i) earned Commissions within two (2) weeks of Company clearing good payment of the remaining payments owed under each qualifying Custom Home Restoration Agreement. Notwithstanding the foregoing, Company may delay payment to a Contractor accused of engaging in fraud or dishonest business practices in the performance of Services until such accusations are determined according to paragraph 21, below, and, if Contractor is determined to have engaged in fraud or dishonest business practices, Company may reduce any payments otherwise owed by Company to recover any damages or costs (including reasonable attorneys' fees) resulting from such conduct.

c. **No tax withholding.** Company will not withhold any taxes from Contractor's compensation pursuant to this Agreement. Contractor shall at all times remain responsible for payment of all applicable taxes and other payments relating to Contractor's compensation, and



Contractor shall remain responsible at all times to pay or properly deposit such sums with taxing or other authorities as are necessary and required by or for any such authority, whether state, federal, or local. If any federal, state, or local taxing authority determines that Company was or is liable for any tax or other payments relating to Contractor's compensation, Contractor agrees to remit any such payment to Company, and to allow Company to withhold any such payments from future amounts that are otherwise owed to Contractor.

d. No benefits; pension and profit sharing; vacation nor sick leave. Company will not provide Contractor with any compensation for overtime or any benefits – such as health, disability or life insurance; paid vacation, sick days or holidays; or any other benefit – as part of this Agreement or in relation to Contractor's provision of Services.

e. No reimbursements. Company will not reimburse Contractor for any costs or expenses incurred by Contractor in the performance of the Services, except such costs or expenses that Company has approved in writing prior to incurrence.

f. Contractor's risk of loss or chance for gain. Contractor bears the risk of loss as to any and all of Contractor's costs and expenses related to the provision of Services. Similarly, Company shall not be entitled to reduce Contractor's compensation due solely to Contractor's ability to reduce its own costs and expenses for or related to its provision of Services.

5. **Nature of relationship.** The Parties agree and acknowledge that Contractor is an independent contractor with respect to Company, and not an employee, partner, member, or other type of affiliate of Company. This Agreement does not, and is not intended to, create or imply a partnership, joint venture, employer/employee, agency or any similar relationship between the Parties. Contractor is operating his/her own proprietorship and/or business that is independent of Company. Unless otherwise approved in writing by Company, Contractor is responsible for all costs or expenses incurred by Contractor in the performance of the Services; as such, Contractor controls the scope and extent of his/her profit from the Services. Contractor is allowed and expected to use his/her/its own equipment at all times; *provided*, however, that Company may make certain equipment, such as computer tablets, available to Contractor in order to streamline its administrative processes and coordinate Contractor's interface with Company's CRM. Notwithstanding the foregoing, Company will work in good faith to facilitate Contractor's efforts and may make available certain equipment on hand at Company, such as extra ladders or flashlights. Contractor may terminate this Agreement and is under no obligation to continue or repeat any obligations under this Agreement once terminated.

6. **Rules and regulations.** Contractor agrees to abide by the rules and guidelines provided by Company to Contractor, which materials may be amended from time to time. Contractor agrees to review any such rules, regulations or guidelines, or any amendments to any of these, immediately upon receipt thereof, and to immediately alert Company as to any rule, regulation or guideline to which Contractor will *not* agree to abide.

7. **Representations and warranties.** Contractor represents and warrants that he/she/it is qualified to perform the Services and maintains any required licensure in each jurisdiction in which Contractor performs the Services. Contractor acknowledges that, unless otherwise required by law, Company is not responsible for any personal injury incurred by Contractor in the provision of Services, and that Contractor shall obtain any insurance that Contractor, in his/her/its discretion, deems necessary or appropriate.

8. **Notifications.** During the Term, Contractor will notify Company in writing within twenty-four (24) hours after Contractor learns (i) that any of the representations and warranties in

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paragraph 7, above, are no longer true; (ii) that Contractor has become the subject of any suit, action or other legal proceeding arising out of Contractor's professional services; (iii) that Contractor has been charged with or convicted of a criminal offense; (iv) that Contractor has failed to comply with any of the terms of this Agreement; or (v) any other event that may have a material effect on Company's business or on Contractor's ability to perform the Services.

9. **Billing and fees.** Contractor shall not directly bill any Client or Prospective Client for Services, or make any surcharge or give any discount for Services without the prior written authorization of Company. All accounts receivable generated for Services rendered by Contractor are the property of Company. Contractor shall have no ownership interest in any amounts owned or collected on account of Services performed by Contractor, except as for the compensation amounts described in this Agreement. Contractor hereby unconditionally assigns to Company all amounts owned or collected on account of Services performed by Contractor. If Contractor receives remuneration for the provision of Services other than from Company, Contractor shall promptly turn such remuneration over to Company.

10. **Intellectual Property and Work.** Contractor acknowledges and agrees that the Company's Intellectual Property are the sole and exclusive proprietary property of the Company. Contractor agrees that any Work is a "work made for hire." Company owns, and is entitled to any remuneration generated from any Intellectual Property or Work. Contractor waives any moral rights in, and agrees to sign any document that Company reasonably requires (such as a deed of assignment) to record Company's ownership of, any Work.

11. **Events of termination.** This Agreement shall terminate on such date as the Parties may select by written agreement. In addition, either Party may terminate the Agreement upon written notice (i) at least fourteen (14) days prior to the date of termination, or (ii) immediately upon a material breach by the other Party, including but not limited to the occurrence of any of the events listed in paragraph 8, above. Notwithstanding the foregoing, if Contractor believes that Company has failed to make timely payment pursuant to this Agreement, Contractor shall advise Company in writing and provide Company no less than fourteen (14) days to cure such alleged breach before issuing any written notice of termination.

12. **Covenant of non-disclosure and to safeguard.**

a. Contractor agrees, during the Term, and indefinitely thereafter, not to disclose any Confidential Information to any person or entity except with the Company's prior written consent or as expressly permitted by this Agreement. Contractor will protect, safeguard and treat as confidential any Confidential Information, including by storing Confidential Information securely and under password, if stored on a computer or other electronic device.

b. Contractor will notify Company within forty-eight (48) hours if Contractor is requested or required by legal process to disclose or produce any Confidential Information, so that Company has the ability to seek a protective order. If Contractor is compelled to disclose Confidential Information to any tribunal or stand liable for censure or penalty, Contractor may disclose only such Confidential Information as is required, and shall use reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information so disclosed.

c. Upon termination of this Agreement, or upon written request of Company during the Term, Contractor will return to Company all Confidential Information in Contractor's possession or



subject to Contractor's control, and Contractor will not retain any copies of any Confidential Information, or any summaries, notes or other materials containing any Confidential Information.

**13. Non-compete Covenant.** Contractor agrees not to provide Services or Like Services to any Client, Prospective Client, or other entity in the Territory during the Term and Post-Term, except pursuant to this Agreement.

**14. Covenant of non-interference.** Contractor agrees not to, during the Term and Post-Term, solicit any Client or Prospective Client, or any employee, contractor, vendor, or supplier of Company to terminate or breach any contract that such person or entity may have with Company.

**15. Covenant not to hire Company personnel.** Contractor agrees, during the Term and Post-Term, not to employ or cause to be employed by Contractor, either directly or indirectly, for either full- or part-time work, any current employee or independent contractor (employed or contracted within thirty (30) days of Contractor's termination) of Company without first securing the written permission of Company.

**16. Additional Provisions Applicable to Covenants.** The following additional provisions apply to the Covenants:

a. Protection of legitimate Company interests. Contractor agrees and acknowledges: (i) that Company will provide Contractor with Confidential Information to allow Contractor to provide the Services pursuant to this Agreement, including information regarding Clients and Prospective Clients; and with proprietary techniques, strategies, and know-how, and other competitive information to allow Contractor to develop and procure client relationships and increase Contractor's compensation pursuant to this Agreement; (ii) that the unauthorized use or disclosure of any of the above could have an adverse effect on Company, including Company's ability to fairly compete; and (iii) that the provisions contained in this Agreement are reasonable and necessary to protect Company's legitimate business interests.

b. Covenants extend to any Contractor entity. Contractor agrees and acknowledges that the Covenants extend to any entity that Contractor owns, manages, operates, finances, or controls. Contractor further agrees that the Covenants extend to, and follow Contractor to, any entity that employs or engages Contractor such that Contractor (but not the employing or engaging entity, unless owned, managed, operated, financed, or controlled by Contractor) continues to be bound and limited by the Covenants. The Covenants restrict Contractor regardless of whether he or she is acting alone, as a partner, or as an officer, director, associate or shareholder of any other corporation, or as a trustee, fiduciary or other representative of any other entity.

c. Extension of time. The period of time applicable to any of the Covenants will be extended by the duration of any violation by Contractor of any such Covenant(s).

d. Enforcement and division of Covenants. If any portion or aspect of any of the Covenants is held to be overbroad, unreasonable, arbitrary, against public policy, unenforceable, or otherwise offensive, the Parties agree to allow, and not to seek to prevent, a court of competent jurisdiction or other tribunal to enforce the remainder of such Covenant(s) to the maximum extent allowed by applicable law, and to divide such Covenant(s) with respect to time, geographic area, scope, or any other aspect, in order to make any offensive portion or aspect effective, binding, and enforceable

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against Contractor.

e. Ability to earn a livelihood. Contractor acknowledges and agrees that, in the event this Agreement is terminated, regardless of the reason for such termination, Contractor will be able to earn a livelihood without violating the Covenants. Contractor's ability to earn a livelihood without violating the Covenants is a material condition of this Agreement.

f. Notification by Contractor. If Contractor agrees with any other entity to provide Services or Like Services during the Term or Post-Term (as may be extended pursuant to subparagraph (c), above) other than through this Agreement, Contractor shall give written notice to Company, prior to providing such Services or Like Services, of the identity of any such other entity. Company may notify such entity that Contractor is bound by the terms of this Agreement and, at Company's election, may furnish such entity with a copy of this Agreement or relevant portions thereof.

g. Damages. Contractor agrees that the damages and remedies at law for any breach of any of the Covenants would be inadequate and that, in addition to any other remedy available to Company under this Agreement or under the law, Company may apply to a court of competent jurisdiction or other tribunal and be entitled to an injunction by such court or tribunal to prevent a breach or further breach of any of the Covenants on the part of Contractor, and shall likewise be entitled to recover in a court of competent jurisdiction or other tribunal, actual damages, costs and attorney's fees. Further, the Parties agree that damages for breach of any of the Covenants would be difficult to calculate and, therefore, agree to the amount of fifteen thousand dollars (\$15,000.00) per violation as well as reasonable attorneys' fees, and all costs, including but not limited to court costs, expert witness fees, photocopy expense, and any other reasonable, necessary, and customary expense incurred in enforcing any of the Covenants, as the amount of liquidated damages (not as a penalty) to be paid by Contractor to Company in the event of breach on any Covenant. The Parties further agree that, if such amount of liquidated damages shall be found by a court of competent jurisdiction or other tribunal to be excessive for any reason, then the amount of liquidated damages shall be reduced to the greatest amount that the court of competent jurisdiction or other tribunal determines is not excessive. Contractor's failure to comply with the provisions of any Covenant shall give Company the right (in addition to all other remedies Company may have) to delay and offset any benefits or compensation to which Contractor may be otherwise entitled.

17. **Indemnification.** Contractor agrees to indemnify and hold harmless Company, its officers, directors, shareholders, employees, and agents ("Indemnitees") from and against any and all claims, losses, liabilities, damages, and expenses incurred by any of the Indemnitees caused by any act or omission of Contractor, its officers, directors, shareholders, employees or agents. This provision shall survive the termination of this Agreement.

18. **Notices and Payments.** All notices, payments, consents, approvals, and requests required or permitted under this Agreement shall be sufficient if in writing and hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested; (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, addressed as follows (or at such other address and person as shall be designated from time to time by any Party, as the case may be, in a written notice to the other Parties in the manner provided for in this paragraph):

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If to Company:

The Roof Docs LLC  
Attn: Oliver Brown  
8100 Boone Blvd.  
Suite 400  
Vienna, VA 22182

If to Contractor:

Rep Name  
Address  
Address 2  
City, State, Zip

19. **Severability.** A finding of invalidity as to any paragraph, provision, or section of this Agreement shall operate to void or to correct only that paragraph, provision or section, and no other. The Parties agree to request that any court or other tribunal making a finding of invalidity limit such invalid paragraph, provision, or section so as to make it valid and enforceable.

20. **Governing law; choice of law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to its principles of choice of law.

21. **Disputes.** Except as set forth in paragraph 16(g), above, if a dispute between the Parties arises out of or in connection with this Agreement, the Parties agree first to attempt in good faith to settle the dispute by informal meeting, and then by mediation within, or within ten (10) miles of, the principle office of Company, administered by the American Arbitration Association under its commercial mediation procedures, or through such other neutral as the Parties agree, before resorting to arbitration, which shall be before a single arbitrator within, or within ten (10) miles of, the principle office of Company, unless otherwise agreed by the Parties. Any arbitrator shall not have any authority to add or to subtract from the terms of this Agreement, except where allowed such discretion by the Agreement; rather, the arbitrator's authority is limited to the strict interpretation of this Agreement. Any arbitration award rendered by the arbitrator may be entered in any court or other tribunal having jurisdiction thereof.

22. **Attorney's fees and costs.** In the event the Parties engage in mediation arising under or related to this Agreement, the Parties shall each remain responsible for their own respective attorneys' fees and costs. In the event the Parties engage in arbitration or litigation arising under or related to this Agreement, the prevailing Party to such arbitration or litigation shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to





which he or she may be entitled. This provision shall be construed as applicable to the entire Agreement.

23. **NO TRIAL BY JURY.** THE PARTIES HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, OR WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED TO THE RELATIONSHIP BETWEEN THE PARTIES DESCRIBED IN THIS AGREEMENT.

24. **Entire agreement.** No inducement, representation, promise, or agreement, written or oral, not herein expressed has been made to any Party, and this Agreement contains all the terms and conditions of the agreement between the Parties.

25. **Independent counsel.** Contractor acknowledges that he or she had the opportunity to consult an attorney regarding the terms of this Agreement.

26. **Third parties.** The Parties do not intend to confer any benefit on a third party and do not intend that any third party should have any right to enforce this Agreement.

27. **No Waiver.** The failure to enforce at any time any provision of this Agreement, or to require at any time performance by any other Party of any provision hereof, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.

28. **Headings.** The headings used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

29. **Draftsmanship.** The fact that one of the Parties may have drafted or structured any provision hereof shall not be considered in construing the particular provision either in favor of, or against, such Party.

30. **No modification.** No modification, waiver, amendment, discharge or change of this Agreement, including the provisions of this paragraph, shall be valid, unless the same is in writing, and signed by the Parties.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile signature shall be binding upon the signing Party.

32. **Successors and assigns.** Neither this Agreement nor any right or interest hereunder shall be assignable by Contractor, his or her beneficiaries, or legal representatives without Company's prior written consent; *provided*, however, that nothing herein shall preclude (i) Contractor from designating a beneficiary to receive any benefit payable under this Agreement upon Contractor's death; (ii) the executors, administrators, or other legal representative of Contractor or his/her estate from assigning the right to receive any benefit payable under this Agreement upon Contractor's

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death to the person or persons entitled thereto; (iii) the assignment by Company of the compensation owed to Contractor hereunder to a garnishee upon the receipt of a garnishment order of any local, state, or federal authority received by Company; or (iv) the assignment by Company of its rights and obligation under this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the latest date written below.

**The Roof Docs LLC**

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*Oliver Brown*

Oliver Brown

Date: \_\_\_\_\_

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Rep Name

Date: \_\_\_\_\_

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