**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement between Owner and Contractor (the " Agreement") 1s effective {{ date }}, between:

{{ Name\_of\_the\_company }}(here on referred to as the " Contractor "), an organization established as per the relevant laws of {{ state\_province }}, with its head office located at {{ full\_address\_of\_company }}

## AND:

{{ Name\_of\_owner }}(here on referred to as the " Owner "), an individual *Rio.* {{ full\_address\_of\_owner }}, OR organization established as per the relevant laws of {{ state\_province }}, with its head office located at {{ full\_address\_of\_company }}

Whereas, Owner is of the opinion that the Contractor is well qualified for execution of the work, all relevant factors considered, and that such work done by contractor will be in furtherance of Owner's main object of business.

Now therefore, in consideration of the mutual agreement conveyed herein and with an intention to be legally bound, the parties hereto agree as follows:

1. **MATERIAL AND LABOR PROVIDED**

The Contractor agrees to fulfill all the material and labor requirement for performance of the following work:

{{ description\_of\_work\_to\_be\_performed }}

as shown by the sketches(s) and elaborated in the descriptions prepared by {{ name }} and made available by the Owner, which are acknowledged by the signatures of all the parties to this agreement and which form constitute a part of this agreement.

The Contractor agrees to fulfill and compensate for all costs relating to materials, tools and equipments necessary for the processing and completion of the work in a timely manner. Unless otherwise specified, all materials shall be new and of good quality.

For the execution of the work, the Contractor can employ sufficient number of skilled workers for effective execution of the work.

1. **PAYMENT**

The Owner hereby agrees to make payment of {{ amount }} for all the aforesaid materials, labor and equipments to the Contractor. This amount will be remitted in the manner mentioned below:

{{ description\_of\_timing\_and\_mode\_of\_payment }}

1. **COMPLETION OF THE WORK**

The Contractor agreed to complete various portions of the above-mentioned work either on or before the following dates:

{{ dates }}

and the entire above-described work shall be completed no later than {{ completion\_date }}.

1. **MODIFICATIONS TO THE WORK**

The Contractor shall convey all deviations and modifications in the work allotted by the Owner in writing. If such modification leads to any increase or decrease in the cost and contract price, then such change must be presented in writing by the Contractor to the Owner. And only after a written approval for such change is received from the Owner, the Contractor shall proceed with the work incorporating such change or revision.

1. **ACCESS**

The work site and all the related documentation can be accessed at all times be the Owner, bis representative or public authorities.

1. **CONFORMITY WITH DRAWINGS AND SPECIFICATIONS**

If during the period of contract or within a period of one year from the date of its completion, any inconsistency in the work from the above mentioned sketches or descriptions or defects are found, as a result of lack in workmanship or faulty materials by the contractor, then the Contractor shall re-execute the work.

1. **INSURANCE COVERAGE**

The Owner agrees to maintain full insurance for the above-mentioned work during the course of the contract, in his own name and on the name of the Contractor.

The Contractor shall obtain insurance for protecting himself against claims for damage of property, any kind of bodily injury or loss of life due to his acts in performance of this agreement.

1. **DELAYS**

If the performance of this agreement is delayed due to acts of God, natural calamity, fire or any other unavoidable circumstances; or by labor strikes, delay in delivery of materials; or due to neglect on the part of the Owner; the timeline of the work shall be extended for the same period as the delay occasioned.

1. **INDEMNIFICATION**

Unlike the above mentioned cases if there is delay in the execution of the work as a result of neglect on the part of the Contractor, the Contractor will pay the Owner a sum of {{ amount }} per {{ day\_or\_week\_or\_month }} as damages until the completion of work.

1. **NO ASSIGNMENT**

Neither party to the contract will have the right to assign any interest or rights arising under this agreement without obtaining the written consent of the other party, nor shall the Contractor assign any sums due, or to become due, to him under the provisions of this agreement.

1. **GOVERNING LAW**

This agreement shall be interpreted under laws of the India.

1. **ATTORNEY'S FEES**

Attorney's fees and court costs shall be paid by the defendant in the event that judgment must be, and is, obtained to enforce this agreement or any breach thereof.

1. **TERMINATION**

The Company may terminate this Agreement at any time by a {{ number }} {{ days\_or\_weeks\_or\_months }} 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date mentioned above.

**OWNER**  **CONTRACTOR**

Authorized Signatory Authorized Signatory

(Name and Title) (Name and Title)