

# INDEPENDENT CONTRACTOR AGREEMENT

Date: June 16, 2025

## PARTIES TO AGREEMENT

CONTRACTOR:	CLIENT:
<b>Professional Contracting LLC</b>  456 Business Ave, Los Angeles, CA 90211  Phone: (555) 987-6543  Email: contact@procontracting.com  License: C-123456	<b>John Smith</b>  123 Main Street, Los Angeles, CA 90210  Phone: (555) 123-4567  Email: john.smith@email.com

## PROJECT DESCRIPTION

**Project Type:** Fence Installation

**Location:** 123 Main Street, Los Angeles, CA 90210

**Description:**

Complete installation of 200 linear feet of 6-foot privacy fence including cedar posts, panels, and hardware. Installation includes proper post hole digging, concrete setting, and professional grade materials throughout. Project includes removal of existing damaged fencing and proper disposal of old materials.

**Total Contract Value:** \$8,500

## **TERMS AND CONDITIONS**

### **1. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is an independent contractor and not an employee, partner, or joint venturer of the Client. The Contractor will not be entitled to any benefits that the Client may make available to its employees, such as group health or life insurance, profit-sharing, or retirement benefits. The Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of services and receipt of fees under this Agreement.

### **2. SERVICES TO BE PERFORMED**

The Contractor agrees to perform the services described in the Project Description section above. All services will be performed in a professional and workmanlike manner in accordance with industry standards and applicable building codes. The Contractor warrants that all work will be performed by properly licensed and insured personnel when required by law.

### **3. COMPENSATION**

In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor the total amount of \$8,500 according to the payment schedule agreed upon by both parties. Payment terms include a deposit of 50% upon signing this agreement, with the balance due upon completion of work and client approval.

### **4. MATERIALS AND EQUIPMENT**

Unless otherwise specified, the Contractor will provide all materials, equipment, and supplies necessary to complete the work described herein. All materials will be new and of good quality, conforming to applicable industry standards. The Contractor warrants all materials against defects for a period of one (1) year from completion of work.

### **5. TIME OF PERFORMANCE**

Work will commence within a reasonable time after execution of this agreement and receipt of any required permits. The Contractor will use

reasonable efforts to complete the work in a timely manner, weather and other conditions permitting. Time extensions may be granted for circumstances beyond the Contractor's reasonable control, including but not limited to weather delays, permit delays, or changes requested by the Client.

## **ADDITIONAL TERMS AND PROTECTIONS**

### **6. LIABILITY AND INSURANCE**

The Contractor maintains general liability insurance in the amount of not less than \$1,000,000 per occurrence and agrees to provide evidence of such coverage upon request. Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising from their own negligent acts or omissions in connection with this agreement.

### **7. CHANGE ORDERS**

Any changes to the scope of work described herein must be agreed to in writing by both parties before implementation. Change orders will include adjustments to contract price and completion time as applicable. No additional work will be performed without written authorization from the Client.

### **8. PERMITS AND COMPLIANCE**

The Contractor will obtain all necessary permits and approvals required for the work, unless specifically agreed otherwise in writing. All work will be performed in compliance with applicable building codes, regulations, and industry standards. Any permits obtained will be transferred to the Client upon completion of work.

### **9. WARRANTY**

The Contractor warrants all work performed under this agreement against defects in workmanship for a period of one (1) year from completion. This warranty does not cover damage due to normal wear and tear, abuse, or failure to properly maintain the work. The Contractor's obligation under this warranty is limited to repair or replacement of defective work.

### **10. TERMINATION**

Either party may terminate this agreement upon written notice if the other party materially breaches the agreement and fails to cure such breach within ten (10) days after written notice. In the event of termination, the Contractor will be compensated for work satisfactorily completed prior to termination.

## **PROJECT-SPECIFIC PROTECTION CLAUSES**

### **11. MATERIAL QUALITY GUARANTEE**

All materials used in this project will be premium grade cedar with galvanized hardware. Contractor guarantees all materials against manufacturing defects and warrants proper installation techniques will be employed throughout the project duration.

### **12. PROPERTY PROTECTION**

Contractor will take all necessary precautions to protect existing landscaping, structures, and property features during construction. Any damage caused by contractor operations will be promptly repaired at contractor's expense.

## **GENERAL PROVISIONS**

### **13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved in the courts of competent jurisdiction in the state where the work is performed.

### **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof. This Agreement may not be amended except by written instrument signed by both parties.

### **15. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely approximates the intent and economic effect of the invalid provision.

## **SIGNATURES**

<b>CONTRACTOR:</b> <hr/> <p>Professional Contracting LLC</p> <p>Date: _____</p>	<b>CLIENT:</b> <hr/> <p>John Smith</p> <p>Date: _____</p>
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This Independent Contractor Agreement was prepared on June 16, 2025

All parties should retain a copy of this executed agreement for their records