

INDEPENDENT CONTRACTOR AGREEMENT

CLIENT:**Turner Group Construction**

8055 Collins Dr, Oakland, CA 94621

("Client")

CONTRACTOR:**Professional Contractor Services**

Business Address

Phone: Business Phone

Email: info@chyrris.com

License #: License Number

("Contractor")

BACKGROUND

1. Client desires to engage Contractor as an independent contractor to perform Fencing Installation services at the property located at 8055 Collins Dr, Oakland, CA 94621 ("Property").
2. Contractor represents that it has the necessary skills, experience, and resources to perform the required services in a professional and workmanlike manner.

SERVICES TO BE PERFORMED

3. Contractor agrees to provide the following services ("Services"):

Project Description: Installation of a 300-foot-long metal fence with a standard height of 6 feet, including an additional 2 feet of wire mesh

4. Services and materials include:

- Hauling - Remove and hauling existing fence
- Lineal Metal post - lineal black post
- Concrete - Bag concrete
- Picket Fence panel - metal panel black fence
- Barbless wire
- Custom Gate - custom gate measured as 11 by 6 ft high sliding opening

- Metal Fence Installation - labor

TOTAL CONTRACT AMOUNT: \$31920.34

*Detailed breakdown provided in separate estimate document

TERMS OF AGREEMENT

5. This Agreement shall commence upon execution by both parties and shall continue until all Services have been completed and final payment has been made, unless terminated earlier in accordance with the provisions herein.

6. Time is of the essence in this Agreement. Contractor shall commence work within a reasonable time after receipt of the down payment and shall diligently pursue completion of the Services.

7. Contractor warrants that all work will be performed in a good and workmanlike manner in accordance with industry standards and applicable building codes.

PAYMENT SCHEDULE AND FINANCIAL PROTECTIONS

8. In consideration for the Services, Client agrees to pay Contractor the total sum of \$31920.34.

9. NON-NEGOTIABLE PAYMENT SCHEDULE:

a) Down payment of \$15960.17 (50%) due upon execution of this Agreement and before any work commences

b) Final payment of \$15960.17 (50%) due upon completion and acceptance of Services

10. **LATE PAYMENT PENALTIES:** Payments more than five (5) days past due shall automatically incur a penalty of 2% per month compounded monthly, plus a \$150 administrative fee per violation. After five (5) days delinquency, Contractor may immediately suspend all work without penalty.

11. **MATERIAL TITLE RETENTION:** Contractor retains legal title to all materials delivered to the Property until full payment is received. In case of payment default, Contractor may immediately remove all materials without notice or court order.

SCOPE PROTECTION AND CHANGE ORDERS

12. **STRICT SCOPE DEFINITION:** The Services include only those items specifically listed in this Agreement. Any work not explicitly described herein, including but not limited to additional excavation, utility relocation, soil treatment, drainage work, or cleanup beyond normal construction debris, constitutes extra work subject to additional charges.

13. **CHANGE ORDER REQUIREMENTS:** All modifications, additions, or deletions to the original scope require a written change order signed by both parties with 50% payment in advance of additional work cost. Verbal requests or approvals are void and unenforceable.

14. **SITE CONDITIONS:** Client warrants that the Property is accessible, free from underground utilities conflicts, and suitable for the intended work. Discovery of adverse conditions, including but not limited to rock, unsuitable soil, or utility conflicts, will result in additional charges at prevailing rates plus 20% markup.

15. **MATERIAL ESCALATION:** Material prices are subject to adjustment based on supplier price changes occurring after contract execution. Price increases become effective immediately upon notification to Client.

ENHANCED LEGAL PROTECTIONS

16. **PERFECTED LIEN RIGHTS:** Contractor hereby provides notice of intent to file mechanics lien and may record a Notice of Right to Lien immediately upon commencement of work. This notice satisfies all preliminary notice requirements under California Civil Code Section 8200 et seq.

17. **ATTORNEY FEES AND COSTS:** In any dispute, litigation, or collection action, the prevailing party shall be entitled to recover all attorney fees, court costs, and collection expenses from the non-prevailing party, regardless of whether suit is filed.

18. **JURISDICTION AND VENUE:** Any legal proceedings arising from this Agreement shall be filed exclusively in the Superior Court of the county where Contractor maintains its principal place of business. Client waives any objection to venue or jurisdiction.

INSURANCE REQUIREMENTS

19. Contractor shall maintain and provide proof of the following insurance coverage:

- a) General Liability Insurance: Minimum \$1,000,000 per occurrence
- b) Workers' Compensation Insurance as required by California law
- c) Certificate of Insurance must be provided before work commences

FORCE MAJEURE AND DELAY COMPENSATION

20. **COVERED EVENTS:** Force majeure events include but are not limited to: weather conditions preventing safe work (precipitation >0.1", wind >25mph, temperature <40°F or >95°F), material shortages, supply chain disruptions, labor strikes, governmental actions, utility company delays, and any event beyond Contractor's reasonable control.

21. **DELAY COMPENSATION:** Client shall pay Contractor \$200 per day for each day of delay caused by force majeure events or Client-caused delays, including failure to provide access, late permit approvals, or site condition changes.

22. **MATERIAL SHORTAGES:** In the event of material shortages or price increases exceeding 3% of original estimate, Contractor may substitute equivalent materials or adjust pricing accordingly with immediate notice to Client.

CONTRACTOR LIABILITY LIMITATIONS

23. **MAXIMUM LIABILITY CAP:** Contractor's total liability for any and all claims, damages, losses, or expenses arising from or related to this Agreement shall not exceed the total contract price. This limitation applies regardless of the legal theory upon which the claim is based.

24. **EXCLUDED DAMAGES:** Under no circumstances shall Contractor be liable for consequential, incidental, special, punitive, or indirect damages, including but not limited to lost profits, business interruption, or loss of use, even if Contractor has been advised of the possibility of such damages.

25. **CLIENT INDEMNIFICATION:** Client agrees to indemnify, defend, and hold harmless Contractor from any claims, damages, or expenses arising from: (a) pre-existing conditions at the Property, (b) Client's failure to disclose material information, (c) changes to the scope of work requested by Client, and (d) Client's interference with Contractor's performance.

TERMINATION AND BREACH REMEDIES

26. **TERMINATION FOR CAUSE:** Either party may terminate this Agreement immediately upon material breach by the other party. Material breach by Client includes but is not limited to: failure to make payments when due, denial of access to the Property, or interference with Contractor's work.

27. **PAYMENT UPON TERMINATION:** Upon termination for any reason, Client shall immediately pay Contractor for all work performed, materials delivered, and reasonable costs incurred through the termination date, plus any applicable penalties or fees under this Agreement.

28. **RIGHT TO CURE LIMITED:** Client shall have only three (3) business days to cure any material breach after written notice from Contractor. Failure to cure within this period shall result in automatic termination and immediate payment obligations.

WARRANTIES AND QUALITY STANDARDS

29. **WORKMANSHIP WARRANTY:** Contractor warrants that all Services will be performed in accordance with industry standards using commercially reasonable care and skill. This warranty extends for one (1) year from completion and covers defects in workmanship only.

30. **WARRANTY LIMITATIONS:** The warranty specifically excludes: (a) normal wear and tear, (b) damage from Client misuse or neglect, (c) damage from acts of nature, (d) modifications by others, and (e) failure to maintain the installation according to manufacturer specifications.

31. **EXCLUSIVE REMEDY:** Contractor's sole obligation under this warranty is to repair or replace defective work at Contractor's option. Client waives all other remedies and warranties, express or implied, including merchantability and fitness for a particular purpose.

INDEPENDENT CONTRACTOR STATUS

32. **CONTRACTOR INDEPENDENCE:** Contractor is engaged as an independent contractor and is not an employee, agent, partner, or joint venturer of Client. Contractor shall have the right to control and determine the method, details, and means of performing the Services.

33. **TAX OBLIGATIONS:** Contractor shall be solely responsible for payment of all taxes, social security contributions, insurance premiums, and other expenses relating to Contractor's performance of Services.

DISPUTE RESOLUTION AND GOVERNING LAW

34. **MANDATORY ARBITRATION:** Any dispute arising from this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. The arbitration shall take place in the county where Contractor maintains its principal place of business.

35. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceedings arising under this Agreement shall be brought exclusively in the Superior Court of the county where Contractor maintains its principal place of business.

36. **ATTORNEY FEES:** The prevailing party in any dispute shall be entitled to recover all reasonable attorney fees, expert witness fees, and costs incurred, whether or not litigation is commenced.

CALIFORNIA LEGAL COMPLIANCE

37. **RIGHT TO CANCEL NOTICE:** Under California law, Client has the right to cancel this contract within three (3) business days after signing by providing written notice to Contractor. Upon timely cancellation, payments will be refunded within ten (10) days, minus costs of materials specifically ordered for this project.

38. **MECHANIC'S LIEN NOTICE:** Under California Civil Code Section 8200, Contractor hereby provides notice of the right to file a mechanic's lien upon the Property for unpaid amounts. This Agreement serves as the preliminary notice required by law.

GENERAL PROVISIONS

39. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

40. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter herein. This Agreement may only be modified by written instrument signed by both parties.

41. **NOTICES:** All notices required under this Agreement shall be in writing and delivered to the addresses set forth above by certified mail, personal delivery, or email with delivery confirmation.

SIGNATURES

This Agreement has been executed on the dates set forth below.

CLIENT:

Turner Group Construction

Date: _____

CONTRACTOR:

Professional Contractor Services

License #: License Number

Date: _____

NOTICE: This Agreement has been executed on the dates set forth above. Both parties acknowledge they have read and understood all terms and conditions.