

# INDEPENDENT CONTRACTOR AGREEMENT

**CLIENT:**

**Sam Kelly**

482 Edgefield Pl, Brentwood, CA 94513 USA

("Client")

**CONTRACTOR:**

**Owl Fenc**

2901 Owens Court

Phone: 202 549 3519

Email: info@chyrris.com

("Contractor")

## BACKGROUND

1. Client desires to engage Contractor as an independent contractor to perform Fence Installation services at the property located at 482 Edgefield Pl, Brentwood, CA 94513 USA ("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:** wood fence 6 ft tall by 40 ft lineal fence with 2 gates

4. Services and materials include:

- 4 in. x 4 in. x 10 ft. Hem-Fir Construction Select Pressure-Treated Timber Wood Post
- .80 lb. Gray Concrete Mix
- 2 in. x 4 in. x 8 ft. Brown Stain Ground Contact Pressure-Treated Lumber
- LUS ZMAX Galvanized Face-Mount Joist Hanger for 2x4 Nominal Lumber
- 2 in. x 6 in. x 12 ft. Pressure-Treated Lumber Brown Stain Ground Contact WW
- 2 in. x 2 in. x 8 ft. Furring Strip Board Lumber
- 5/8 in. x 7-1/2 in. x 6 ft. Picket
- Gate Corner Brace Bracket Gate Kit for Wooden Fence Gate Hinges No Sag Frame Kit for Shed Doors
- Demolition old fence, included haul Away
- Install New fence wood - Installation fence wood

**TOTAL CONTRACT AMOUNT: \$3136.42**

\*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**

8. In consideration for the Services, Client agrees to pay Contractor the total sum of \$3136.42.

9. Payment schedule:

a) Down payment of \$313.64 (10%) due upon execution of this Agreement

b) Progress payment of \$1254.57 (40%) due at 50% completion of Services

c) Final payment of \$1568.21 (50%) due upon completion of Services

## **INSURANCE REQUIREMENTS**

10. 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

## **EXPENSES AND ADDITIONAL COSTS**

11. The contract price includes all materials, labor, equipment, and other costs necessary to complete the Services as specified herein.

12. Any additional work requested by Client beyond the scope of Services described herein shall require a written change order signed by both parties and may result in additional charges.

13. Client shall be responsible for obtaining any necessary permits, unless otherwise specified in writing. Contractor shall perform work in compliance with applicable permits and codes.

## **PAYMENT PROTECTION**

14. Late payments shall incur a penalty of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is lower. After 30 days delinquency, Contractor may suspend all work and demand immediate payment of all outstanding amounts plus accrued penalties.

15. Contractor expressly reserves all mechanic's lien rights under California Civil Code Section 8000 et seq. Client acknowledges these rights and waives any objection to preliminary notice. Lien rights may be exercised immediately upon any payment default without additional notice.

16. Client agrees to pay all costs of collection, including reasonable attorney's fees and court costs, incurred by Contractor in collecting any overdue amounts.

## **RIGHT TO CANCEL**

17. **CALIFORNIA LAW NOTICE:** Client has the right to cancel this contract within three (3) business days after signing. To cancel, Client must provide written notice to Contractor at the address above. If Client cancels within this period, any payments made will be refunded within ten (10) days, minus any materials already ordered specifically for this project.

## **LIABILITY PROTECTION**

18. Contractor's total liability for any and all claims shall not exceed the total contract price. Contractor shall not be liable for consequential, incidental, special, or punitive damages under any circumstances.

19. Each party shall be responsible for its own acts and omissions and those of its employees, agents, and subcontractors.

## **QUALITY STANDARDS AND WARRANTIES**

20. Contractor warrants that all Services will be performed in accordance with industry standards and that all materials will be of good quality and free from defects.

21. Contractor provides a limited warranty on workmanship for a period of one (1) year from completion of Services. This warranty covers defects in workmanship but does not cover normal wear and tear, damage from misuse, or damage from acts of nature.

## **FORCE MAJEURE**

22. Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, weather conditions, labor strikes, material shortages, government regulations, or public health emergencies.

## **INDEPENDENT CONTRACTOR STATUS**

23. Contractor is engaged as an independent contractor and is not an employee, agent, partner, or joint venturer of Client.

24. Contractor shall have the right to control and determine the method, details, and means of performing the Services, subject to the requirement that Services be performed in accordance with this Agreement.

25. 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.

## **TERMINATION**

26. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days after written notice.

27. In the event of termination, Client shall pay Contractor for all Services satisfactorily performed through the date of termination, less any amounts previously paid.

## **NOTICES**

28. All notices required under this Agreement shall be in writing and delivered to the addresses set forth above, or to such other addresses as the parties may designate in writing.

## **DISPUTE RESOLUTION**

29. The parties agree to first attempt to resolve any disputes through good faith negotiation. If unsuccessful, disputes shall be resolved through binding arbitration in accordance with California law.

## **INDEMNIFICATION**

30. Each party agrees to indemnify and hold harmless the other party from and against any claims, damages, losses, or expenses arising out of or relating to such party's negligent acts or omissions in connection with this Agreement.

31. Client agrees to indemnify Contractor against any claims arising from pre-existing conditions at the Property or from Client's failure to disclose material information about the Property or required Services.

## **GOVERNING LAW**

32. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

33. Any legal proceedings arising under this Agreement shall be brought in the appropriate state or federal courts located in the county where the Property is located.

## **SEVERABILITY AND INTEGRATION**

34. 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.

35. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter herein.

36. This Agreement may only be modified by written instrument signed by both parties.

**SIGNATURES**

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

**CLIENT:**

\_\_\_\_\_  
**Sam Kelly**  
Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
**Owl Fenc**  
License #:  
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.