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# INDEPENDENT CONTRACTOR AGREEMENT

## **CLIENT:**

Ryan Dietz  
820 Spindrift Pl  
Fairfield, CA 94534  
("Client")

## **CONTRACTOR:**

Owl Fenc  
2901 Owens Court  
("Contractor")

## **BACKGROUND**

- 1.** Client desires to engage Contractor as an independent contractor to perform fence replacement services at the property located at 820 Spindrift Pl, Fairfield, CA 94534 ("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:** Replace 5 posts, replace 2x4 lumber, and reuse existing pickets for 30 linear feet of 6 ft high fence
- 4.** Materials and labor breakdown:

| Description                                                                             | Quantity | Amount   |
|-----------------------------------------------------------------------------------------|----------|----------|
| 4 in. x 4 in. x 10 ft. Hem-Fir Construction<br>Select Pressure-Treated Timber Wood Post | 5 pieces | \$164.75 |
| 2 in. x 4 in. x 8 ft. Brown Stain Ground Contact<br>Pressure-Treated Lumber             | 8 pieces | \$71.04  |

| <b>Description</b>                                      | <b>Quantity</b> | <b>Amount</b>     |
|---------------------------------------------------------|-----------------|-------------------|
| .80 lb. Gray Concrete Mix                               | 10 bags         | \$96.20           |
| Demolition - remove existing fence and use same pickets | 30 linear feet  | \$330.00          |
| Install New fence wood - Installation fence wood        | 30 linear feet  | \$720.00          |
| Picket 5/8 in. x 7-1/2 in. x 6 ft.                      | 6 pieces        | \$68.46           |
| <b>TOTAL CONTRACT AMOUNT</b>                            |                 | <b>\$1,450.45</b> |

## **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.

## **CURRENCY AND METHOD OF PAYMENT**

**8.** All payments shall be made in United States Dollars (USD) by cash, check, or other mutually agreed upon method.

## **COMPENSATION**

**9.** In consideration for the Services, Client agrees to pay Contractor the total sum of One Thousand Four Hundred Fifty Dollars and Forty-Five Cents (\$1,450.45).

**10.** Payment schedule:

- a) Down payment of Four Hundred Thirty-Five Dollars (\$435.00) due upon execution of this Agreement
- b) Balance of One Thousand Fifteen Dollars and Forty-Five Cents (\$1,015.45) due upon completion of Services

**11.** Client acknowledges that the down payment is required to secure Contractor's services and to cover initial material costs and project mobilization.

## **PAYMENT PROTECTION**

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

**13.** 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.

## **EXPENSES AND ADDITIONAL COSTS**

- 14.** The contract price includes all materials, labor, equipment, and other costs necessary to complete the Services as specified herein.
- 15.** 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.
- 16.** 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.

## **INTEREST AND FINANCE CHARGES**

- 17.** In addition to the late payment penalties specified above, Client agrees to pay all costs of collection, including reasonable attorney's fees and court costs, incurred by Contractor in collecting any overdue amounts.
- 18.** Any partial payments shall be applied first to accrued interest and penalties, then to the oldest outstanding principal balance.

## **LIABILITY PROTECTION**

- 19.** 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, including but not limited to lost profits, business interruption, or emotional distress.
- 20.** Client acknowledges that Contractor's liability is limited as set forth herein and that Client has had the opportunity to purchase additional insurance coverage if desired.

## **INSURANCE AND RISK ALLOCATION**

- 21.** Contractor shall maintain appropriate insurance coverage including general liability insurance. Client shall be responsible for maintaining property insurance on the Property.
- 22.** Each party shall be responsible for its own acts and omissions and those of its employees, agents, and subcontractors.

## **CONFIDENTIALITY**

- 23.** Contractor acknowledges that in the course of performing Services, Contractor may have access to confidential information regarding Client's property, personal matters, or business affairs.
- 24.** Contractor agrees to maintain the confidentiality of all such information and not to disclose it to third parties without Client's prior written consent, except as required by law.

## **INTELLECTUAL PROPERTY**

- 25.** Any work product, designs, or materials created by Contractor in the performance of Services shall become the property of Client upon full payment of all amounts due hereunder.
- 26.** Contractor retains the right to use general knowledge, skills, and experience gained in the performance of Services for other projects, provided such use does not violate the confidentiality provisions herein.

## **QUALITY STANDARDS AND WARRANTIES**

- 27.** 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.
- 28.** 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.
- 29.** Client's exclusive remedy for breach of warranty shall be repair or replacement of defective work at Contractor's option and expense.

## **FORCE MAJEURE**

- 30.** 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, or government regulations.

## **INDEPENDENT CONTRACTOR CAPACITY**

- 31.** Contractor is engaged as an independent contractor and is not an employee, agent, partner, or joint venturer of Client.
- 32.** 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.
- 33.** 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.

## **EXCLUSIVITY**

- 34.** This Agreement is non-exclusive. Contractor reserves the right to perform services for other clients and to engage in other business activities.
- 35.** Contractor may use subcontractors to perform portions of the Services, provided that Contractor remains fully responsible for all work performed.

## **TERMINATION**

- 36.** 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.
- 37.** 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**

- 38.** 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.
- 39.** Notices may be delivered by personal service, certified mail return receipt requested, or overnight delivery service.

## **DISPUTE RESOLUTION**

**40.** 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**

**41.** 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.

**42.** 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**

**43.** 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.

**44.** Any legal proceedings arising under this Agreement shall be brought in the appropriate state or federal courts located in Solano County, California.

## **SEVERABILITY AND INTEGRATION**

**45.** 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.

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

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

## **SIGNATURES**

### **CLIENT:**

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Ryan Dietz

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

**CONTRACTOR:**

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Owl Fenc

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

*This Agreement has been executed on the dates set forth above.*

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