

INDEPENDENT CONTRACTOR AGREEMENT

CLIENT INFORMATION

Company: Turner Group Construction
Address: 8055 Collins Dr, Oakland, CA 94621
Phone: [CLIENT_PHONE]
Email: [CLIENT_EMAIL]

CONTRACTOR INFORMATION

Company: Owl Fenc
Address: 2901 Owens Court
Phone: 202 549 3519
Email: info@chyrris.com
License #: [LICENSE_NUMBER]

1. BACKGROUND

This Independent Contractor Agreement ("Agreement") is entered into between Turner Group Construction ("Client") and Owl Fenc ("Contractor"). Client desires to engage Contractor to provide professional services as an independent contractor for the project described herein. The parties agree to the terms and conditions set forth in this Agreement.

2. SERVICES AND SCOPE OF WORK

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

Project Location: Oakland, CA

Materials and Labor Breakdown:

Description	Quantity	Unit Price	Amount
Hauling - Remove and hauling existing fence	300 elements	\$13.00	\$3,900.00
Lineal Metal post - lineal black post	39 elements	\$45.56	\$1,776.84
Concrete - Bag concrete	125 elements	\$8.71	\$1,088.75
Picket Fence panel - metal panel black fence	40 elements	\$353.45	\$14,138.00
Barbless wire	3 elements	\$215.00	\$645.00
Custom Gate - custom gate measured as 11 by 6 ft high sliding opening	1 article	\$1,850.00	\$1,850.00
Metal Fence Installation - labor	300 elements	\$25.00	\$7,500.00
TOTAL CONTRACT AMOUNT			\$30,898.59

3. TERMS AND CONDITIONS

Contractor agrees to perform the services described above in a professional and workmanlike manner, in accordance with industry standards and applicable building codes. All work shall be performed by properly licensed and qualified personnel. Contractor shall obtain all necessary permits unless otherwise specified in writing.

4. PAYMENT TERMS

Total Contract Amount: \$31,920.34

Payment Schedule:

Down Payment: \$3,192.03 (10%) - Due upon contract signing

Progress Payment: \$12,768.14 (40%) - Due at 50% completion

Final Payment: \$15,960.17 (50%) - Due upon completion and acceptance

All payments are due within 10 days of invoice date. Late payments may incur a 1.5% monthly service charge. No final payment shall be made until all work is completed to Client's satisfaction and all lien waivers are provided.

5. EXPENSES AND ADDITIONAL COSTS

Unless otherwise specified, all materials, labor, equipment, permits, and incidental costs necessary for completion of the work are included in the contract price. Any additional work or changes must be authorized in writing and may result in additional charges.

6. INSURANCE REQUIREMENTS

Contractor shall maintain the following insurance coverage during the term of this Agreement:

- **General Liability Insurance:** Minimum \$1,000,000 per occurrence and \$2,000,000 aggregate
- **Workers' Compensation Insurance:** As required by California law for all employees
- **Automobile Liability Insurance:** Minimum \$1,000,000 combined single limit if vehicles are used
- **Professional Liability Insurance:** Minimum \$500,000 (if applicable to services)

Client shall be named as additional insured on general liability policy. Contractor shall provide Certificate of Insurance before work begins.

7. PERMITS AND APPROVALS

Contractor shall obtain all necessary permits, licenses, and approvals required for the work unless otherwise specified. All work shall comply with applicable building codes, regulations, and industry standards. Contractor is responsible for scheduling required inspections.

8. TIMELINE AND PERFORMANCE

Work shall commence within 7 days of contract execution and shall be completed in a timely manner consistent with industry standards. Time is of the essence. Contractor shall provide reasonable notice of any delays beyond Contractor's control.

9. MATERIAL SPECIFICATIONS

All materials shall be new, of good quality, and suitable for the intended purpose. Materials shall meet or exceed manufacturer specifications and industry standards. Contractor warrants that all materials are free from defects.

10. PAYMENT PROTECTION AND LIEN RIGHTS

Contractor has the right to file a mechanics lien against the property for unpaid amounts. Notice is hereby given that Contractor has lien rights under California Civil Code Section 8000 et seq. Client acknowledges these rights and agrees to make timely payments to avoid lien filings.

Preliminary Notice: Contractor may serve preliminary notice as required by California law to preserve lien rights. This notice does not indicate any problem with payment but is a legal requirement.

Lien Waivers: Upon receipt of payment, Contractor will provide appropriate lien waivers. Final payment is contingent upon delivery of unconditional final lien waiver.

11. ADDITIONAL COSTS AND CHANGE ORDERS

Additional work beyond the scope described herein requires written authorization. Change orders must be signed by both parties and specify:

- Description of additional work
- Cost adjustment (labor and materials)
- Time adjustment (if applicable)
- Payment terms for additional work

No additional work shall commence without written approval. Contractor is not obligated to perform work beyond the original scope without appropriate compensation.

12. RIGHT TO CANCEL (California Civil Code Section 1689.5)

NOTICE OF CANCELLATION RIGHTS: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

If you cancel this agreement, Contractor must return any payments you have made within 10 days of receiving notice of cancellation. You may cancel by:

- Signing and dating the attached notice of cancellation
- Mailing or delivering a written notice to Contractor
- Sending written notice by any other means

Cancellation Notice Address:

Owl Fenc
2901 Owens Court
Email: info@chyrris.com

If you cancel, you are not liable for any finance charges, and any security interest becomes void upon cancellation.

13. SAFETY AND COMPLIANCE

Contractor shall maintain a safe work environment and comply with all applicable safety regulations including Cal/OSHA requirements. All personnel shall be properly trained and equipped with necessary safety equipment. Contractor is responsible for job site safety and security during work hours.

14. LIABILITY AND RISK ALLOCATION

Each party shall be responsible for their own negligent acts or omissions. Contractor's liability is limited to the cost of correcting defective work. Client assumes responsibility for existing conditions not reasonably discoverable during initial inspection.

Property Damage: Contractor shall repair or replace any property damaged due to Contractor's negligence. Pre-existing damage should be documented before work begins.

Limitation of Liability: In no event shall Contractor's total liability exceed the total contract amount. Contractor is not liable for consequential, incidental, or punitive damages.

15. QUALITY STANDARDS AND ACCEPTANCE

All work shall be performed in accordance with industry standards and applicable codes. Work shall be subject to Client's reasonable approval. Any defective work shall be corrected at Contractor's expense within a reasonable time after notice.

Final Inspection: Client shall have 7 days after completion to inspect work and provide written notice of any defects. Failure to provide written notice within this period constitutes acceptance of the work.

16. WARRANTIES

Workmanship Warranty: Contractor warrants all work for one (1) year from completion date against defects in workmanship under normal use and conditions.

Material Warranty: Materials are warranted according to manufacturer specifications. Contractor will assist Client in warranty claims but is not responsible for manufacturer defects beyond assistance in processing claims.

Warranty Limitations: Warranty does not cover damage from misuse, normal wear and tear, acts of nature, or modifications by others.

17. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, government regulations, labor disputes, material shortages, or pandemic restrictions.

The affected party shall provide prompt notice of force majeure conditions and make reasonable efforts to minimize delays. Contract time shall be extended for periods of excusable delay.

18. ENVIRONMENTAL AND HAZARDOUS MATERIALS

If hazardous materials are encountered, work shall stop immediately and Client shall be notified. Additional costs for hazardous material handling, disposal, or remediation are not included in contract price and shall be Client's responsibility unless caused by Contractor's negligence.

19. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee, agent, or partner of Client. Contractor shall:

- Maintain control over methods and means of performing work
- Be responsible for own tax obligations and benefits
- Carry own insurance and licenses
- Have right to hire subcontractors (with Client approval)
- Not be entitled to employee benefits

Nothing in this Agreement creates an employment relationship, partnership, or joint venture between the parties.

20. TERMINATION

Termination for Cause: Either party may terminate for material breach upon 10 days written notice if breach is not cured within the notice period.

Termination for Convenience: Client may terminate without cause upon 7 days written notice. Contractor shall be paid for work completed to date plus reasonable costs incurred.

Effect of Termination: Upon termination, Contractor shall stop work, secure the job site, and provide Client with all work completed. All unpaid amounts for work performed shall become immediately due.

21. NOTICES

All notices shall be in writing and delivered to the addresses specified in this Agreement. Notices may be delivered by:

- Personal delivery
- Certified mail, return receipt requested
- Email with read receipt
- Commercial overnight delivery service

Notices are effective when received or when delivery is refused.

22. DISPUTE RESOLUTION

Negotiation: Parties agree to first attempt resolution through good faith negotiation.

Mediation: If negotiation fails, disputes shall be submitted to binding mediation before a mutually agreed mediator.

Arbitration: If mediation fails, disputes shall be resolved by binding arbitration under California Arbitration Act rules.

Attorneys' Fees: Prevailing party in any legal proceeding shall be entitled to reasonable attorneys' fees and costs.

23. SUBCONTRACTORS

Contractor may engage qualified subcontractors with Client's prior written approval. Contractor remains fully responsible for all subcontractor work and payments. All subcontractors must carry appropriate insurance and licenses.

24. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from claims arising from their own negligent acts or omissions in connection with this Agreement. This indemnification includes reasonable attorneys' fees and costs.

Contractor shall indemnify Client from claims by Contractor's employees, subcontractors, or suppliers. Client shall indemnify Contractor from claims arising from pre-existing conditions or Client's negligent acts.

25. GOVERNING LAW

This Agreement shall be governed by California law. Any legal proceedings shall be conducted in the courts of Alameda County, California. The parties consent to jurisdiction and venue in such courts.

26. SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect. The unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. No modifications shall be effective unless in writing and signed by both parties.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one agreement.

By signing below, the parties acknowledge they have read, understood, and agree to be bound by all terms and conditions of this Agreement.

CLIENT SIGNATURE

Signature

Print Name and Title

Date

CONTRACTOR SIGNATURE

Signature

Print Name and Title

Date