

# INDEPENDENT CONTRACTOR AGREEMENT

## Insurance Supplement Specialist Services

Effective Date: **[FILL IN DATE]**

### SECTION 1: PARTIES TO THE AGREEMENT

This Independent Contractor Agreement (the “**Agreement**”) is entered into as of the Effective Date by and between:

#### COMPANY:

**Name:** Heavenly Roofing LLC  
**Address:** 3313 Elmo Way  
Moore, Oklahoma 73160  
**Entity Type:** Oklahoma Limited Liability Company

Hereinafter referred to as the “**Company**” or “**Heavenly Roofing**”.

#### SPECIALIST:

**Name:** **[FILL IN SPECIALIST NAME]**  
**Address:** **[FILL IN ADDRESS LINE 1]**  
**[FILL IN CITY, STATE ZIP]**  
**Entity Type:** **[FILL IN (Individual / LLC / Corporation / etc.)]**

Hereinafter referred to as the “**Specialist**”.

The Company and the Specialist are collectively referred to as the “**Parties**” and individually as a “**Party**”.

## SECTION 2: RECITALS

**WHEREAS**, the Company is engaged in the business of providing residential and commercial roofing services, including insurance claim assistance for property damage; and

**WHEREAS**, the Specialist possesses specialized knowledge, skills, and expertise in the preparation, documentation, and negotiation of insurance supplement claims related to roofing damage; and

**WHEREAS**, the Company desires to engage the Specialist to provide insurance supplement services on an independent contractor basis; and

**WHEREAS**, the Specialist desires to provide such services to the Company under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Parties desire to establish a mutually beneficial business relationship that includes revenue sharing, knowledge exchange, and professional development opportunities; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 3: TERM AND SCOPE OF SERVICES

### 3.1 Engagement

This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with Section 7 of this Agreement.

### 3.2 Services

The Specialist shall provide the following services to the Company:

- (a) Review and analyze insurance claims related to roofing damage;
- (b) Prepare and negotiate insurance supplement claims to maximize recovery;

- (c) Communicate with insurance adjusters and carriers on behalf of the Company;
- (d) Document and photograph property damage to support supplement claims;
- (e) Provide expertise and guidance on insurance claim procedures and best practices;
- (f) Such other related services as may be mutually agreed upon by the parties.

### 3.3 Independent Contractor Relationship

The parties expressly agree that the Specialist is an independent contractor and not an employee, agent, partner, or joint venturer of the Company. The Specialist shall have no authority to bind the Company or incur any obligation on behalf of the Company without the Company's prior written consent.

## SECTION 4: COMPENSATION STRUCTURE

### 4.1 Standard Revenue Split

For each insurance supplement claim successfully collected by the Company, the revenue shall be divided between the Parties as follows:

- (a) **Specialist Compensation:** The Specialist shall receive **70%** (seventy percent) of the gross amount collected from the insurance supplement claim.
- (b) **Company Compensation:** The Company shall receive **30%** (thirty percent) of the gross amount collected from the insurance supplement claim.

This Standard Revenue Split applies to all supplement claims below the Big Supplement Threshold defined in Section 4.2.

### 4.2 Big Supplement Split

#### *4.2.1 Definition of Big Supplement*

A “**Big Supplement**” is any individual insurance supplement claim where the gross amount collected from the insurance carrier equals or exceeds **\$10,000.00** (Ten Thousand Dollars).

#### *4.2.2 Big Supplement Revenue Split*

For each Big Supplement successfully collected by the Company, the revenue shall be divided equally between the Parties as follows:

- (a) **Specialist Compensation:** The Specialist shall receive **50%** (fifty percent) of the gross amount collected from the Big Supplement.
- (b) **Company Compensation:** The Company shall receive **50%** (fifty percent) of the gross amount collected from the Big Supplement.

### **4.3 Payment Terms**

#### *4.3.1 Payment Timing*

The Company shall pay the Specialist their share of any supplement claim within **fifteen (15) business days** following the Company's receipt of payment from the insurance carrier.

#### *4.3.2 Payment Method*

Unless otherwise agreed in writing, all payments shall be made by:

- Check mailed to the Specialist's address listed in Section 1; or
- Electronic transfer (ACH or wire transfer) to the Specialist's designated bank account; or
- Such other method as mutually agreed upon in writing by the Parties.

#### *4.3.3 Payment Documentation*

With each payment, the Company shall provide the Specialist with documentation including:

- The customer name and property address;
- The insurance carrier and claim number;
- The gross amount collected from the insurance carrier;
- The calculation of the Specialist's share;
- The date payment was received from the insurance carrier.

#### 4.4 Gross Amount Definition

For purposes of this Agreement, “**Gross Amount Collected**” means the total amount paid by the insurance carrier for the supplement claim, before deduction of any fees, costs, or expenses, but excluding:

- Sales tax or other taxes;
- Amounts designated by the insurance carrier for general overhead and profit that were part of the original claim (not the supplement);
- Any amounts collected that are later refunded or charged back by the insurance carrier.

#### 4.5 Compensation Summary Table

For clarity, the compensation structure during the Trial Period (defined in Section 5) is summarized as follows:

Job Period	Claim Type	Threshold	Specialist	Company
Jobs 1–8	Regular	< \$10,000	70%	30%
Jobs 1–8	Big Supplement	≥ \$10,000	50%	50%
Jobs 9+	Any Amount	Any	50%	50%

*Note: After completion of the 8-job Trial Period, all supplement claims (regardless of amount) will be split 50/50 as described in Section 5.*

## SECTION 5: TRIAL PERIOD AND PROGRESSIVE PARTNERSHIP

### 5.1 Trial Period Definition

The Parties agree to a “**Trial Period**” consisting of the first **eight (8)** completed jobs under this Agreement.

#### 5.1.1 Completed Job Definition

For purposes of this Section, a “**Completed Job**” means a roofing project for which:

- (a) An insurance supplement claim has been prepared and submitted to the insurance carrier;
- (b) The insurance carrier has approved the supplement claim (in whole or in part);
- (c) The Company has received payment from the insurance carrier for the approved supplement;
- (d) The Specialist has been paid their share in accordance with Section 4.

A job shall be counted toward the Trial Period only when all four criteria above have been satisfied.

#### *5.1.2 Trial Period Compensation*

During the Trial Period (Jobs 1 through 8), compensation shall be calculated according to the revenue splits defined in Section 4:

- Regular claims (below \$10,000): 70% Specialist / 30% Company
- Big Supplements (\$10,000 or more): 50% Specialist / 50% Company

### **5.2 Post-Trial Period Adjustment**

#### *5.2.1 Permanent Revenue Split Change*

Upon successful completion of the Trial Period (after the eighth Completed Job), the compensation structure shall automatically and permanently adjust as follows:

**All supplement claims, regardless of amount, shall be split equally:**

- **Specialist: 50%** (fifty percent)
- **Company: 50%** (fifty percent)

This equal 50/50 revenue split shall apply to all jobs beginning with the ninth Completed Job and all subsequent jobs for the duration of this Agreement.

#### *5.2.2 Effective Date of Adjustment*

The Post-Trial revenue split shall become effective immediately upon payment to the Specialist for the eighth Completed Job. The ninth Completed Job and all jobs thereafter shall be

compensated at the 50/50 rate, regardless of the supplement amount.

### *5.2.3 Permanence of Adjustment*

The Parties acknowledge and agree that the Post-Trial 50/50 revenue split is intended to be permanent and shall remain in effect for the duration of this Agreement unless the Parties execute a written amendment to this Agreement.

## **5.3 Trial Period Tracking and Notification**

### *5.3.1 Job Count Documentation*

The Company shall maintain accurate records of the number of Completed Jobs under this Agreement and shall provide the Specialist with written notification when:

- (a) The fourth Completed Job has been paid (50% progress notification);
- (b) The seventh Completed Job has been paid (approaching end of Trial Period);
- (c) The eighth Completed Job has been paid (Trial Period complete, 50/50 split now effective).

### *5.3.2 Mutual Agreement on Job Count*

If there is any dispute regarding whether a job qualifies as a Completed Job or the total count of Completed Jobs, the Parties shall discuss in good faith and mutually agree on the count. If the Parties cannot agree, the dispute shall be resolved in accordance with Section 10.

## **5.4 Performance Expectations During Trial Period**

### *5.4.1 Specialist Performance*

During the Trial Period, the Specialist is expected to:

- Demonstrate expertise in insurance supplement preparation and negotiation;
- Respond promptly to Company requests for supplement services;
- Maintain professional communication with insurance adjusters and carriers;
- Document claims thoroughly and accurately;
- Provide training to Company personnel as described in Section 6.

#### *5.4.2 Company Performance*

During the Trial Period, the Company is expected to:

- Provide the Specialist with timely notification of potential supplement opportunities;
- Supply accurate and complete information about roofing damage and estimates;
- Facilitate communication between the Specialist and customers;
- Process payments to the Specialist in accordance with Section 4.3;
- Provide training to the Specialist as described in Section 6.

#### *5.4.3 Right to Terminate During Trial Period*

Notwithstanding Section 7, either Party may terminate this Agreement during the Trial Period for any reason or no reason upon **seven (7) days** written notice to the other Party. All compensation earned through the date of termination shall be paid in accordance with Section 4.3.

## **SECTION 6: KNOWLEDGE EXCHANGE AND TRAINING**

The Parties recognize that mutual knowledge exchange and professional development are essential components of their business relationship. Accordingly, the Parties agree to the following training and knowledge-sharing obligations.

### **6.1 Specialist's Training Obligations**

The Specialist agrees to provide training and knowledge transfer to the Company and its designated employees in the following areas:

#### *6.1.1 Sales and Customer Relationship Management*

The Specialist shall train Company personnel in:

- Effective sales techniques for roofing services and insurance claim assistance;
- Customer communication strategies and relationship building;
- Consultative selling approaches for residential and commercial clients;



- Handling customer objections and concerns;
- Closing techniques and follow-up procedures;
- Lead generation and qualification methods.

#### *6.1.2 Insurance Supplement Expertise*

The Specialist shall share knowledge and best practices regarding:

- Insurance supplement claim preparation and documentation;
- Effective negotiation strategies with insurance adjusters;
- Industry standards and acceptable practices in supplement claims;
- Common insurance carrier objections and how to address them;
- Maximizing claim value while maintaining ethical standards;
- Identifying supplement opportunities during property inspections.

#### *6.1.3 Training Format and Schedule*

The Specialist's training obligations shall be fulfilled through:

- On-the-job training during actual customer interactions and claim preparations;
- Periodic formal training sessions (at least monthly during Trial Period);
- Job shadowing opportunities where Company personnel observe the Specialist;
- Providing reference materials, templates, and resources;
- Answering questions and providing guidance as needed.

### **6.2 Company's Training Obligations**

The Company agrees to provide training and knowledge transfer to the Specialist in the following areas:

#### *6.2.1 Clerical and Administrative Operations*

The Company shall train the Specialist in:

- Office procedures and administrative workflows;

- Document management and filing systems;
- Customer database management and record-keeping;
- Scheduling and calendar management;
- Email and communication protocols;
- Office software and technology tools used by the Company.

#### *6.2.2 Roofing Business Operations*

The Company shall share knowledge regarding:

- Estimating procedures and pricing structures;
- Project management and job tracking;
- Vendor and supplier relationships;
- Quality control and job completion standards;
- Regulatory compliance and permitting requirements;
- Customer service policies and procedures.

#### *6.2.3 Training Format and Schedule*

The Company's training obligations shall be fulfilled through:

- Hands-on training at the Company's office location;
- Access to the Company's administrative systems and software;
- Providing written procedures and process documentation;
- Periodic training sessions (at least monthly during Trial Period);
- Ongoing support and assistance as questions arise.

### **6.3 Time Commitment**

#### *6.3.1 Training Hours*

Each Party agrees to dedicate reasonable time to fulfill their training obligations. During the Trial Period, the Parties anticipate the following minimum time commitments:

- **Specialist Training Provided:** Minimum of 8 hours per month during Trial Period;
- **Company Training Provided:** Minimum of 8 hours per month during Trial Period.

After the Trial Period, training shall continue on an as-needed basis, with each Party making themselves reasonably available to answer questions and provide guidance.

#### *6.3.2 Compensation for Training Time*

Training time is considered part of the overall business relationship established by this Agreement. No separate compensation shall be paid for time spent providing or receiving training, as the mutual knowledge exchange is reflected in the revenue sharing structure defined in Section 4.

### **6.4 Confidentiality of Training Materials**

All information, techniques, methods, and materials shared during training sessions shall be considered Confidential Information as defined in Section 8 and shall be protected accordingly.

### **6.5 No Guarantee of Results**

While both Parties agree to provide training in good faith and to the best of their abilities, neither Party guarantees specific results or outcomes from the training provided. Each Party acknowledges that the application and effectiveness of training depends on numerous factors beyond the trainer's control.

## **SECTION 7: TERMINATION**

### **7.1 Termination for Convenience**

#### *7.1.1 Notice Period*

Either Party may terminate this Agreement for any reason or no reason upon providing **thirty (30) days** prior written notice to the other Party.

#### *7.1.2 Notice Requirements*

Notice of termination shall be delivered in accordance with the notice provisions in Section 11.7 and shall specify:

- The terminating Party's intent to terminate the Agreement;
- The effective date of termination (at least 30 days from date of notice);
- Contact information for coordination of final payments and transition.

### *7.1.3 Obligations During Notice Period*

During the 30-day notice period:

- The Specialist shall continue to provide services for jobs already in progress;
- The Company shall continue to pay for completed work in accordance with Section 4;
- Both Parties shall cooperate in good faith to ensure orderly transition;
- Either Party may waive the remainder of the notice period by mutual written agreement.

## **7.2 Termination for Cause**

### *7.2.1 Grounds for Termination*

Either Party may terminate this Agreement immediately for cause upon written notice if the other Party:

- (a) Materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach;
- (b) Engages in fraud, dishonesty, or willful misconduct in connection with this Agreement;
- (c) Violates the confidentiality obligations in Section 8;
- (d) Files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors;
- (e) Engages in any conduct that materially harms the other Party's business reputation or business relationships;
- (f) Fails to make required payments when due and such failure continues for more than ten (10) days after written notice.

### *7.2.2 Notice and Cure Period*

Except for breaches that cannot be reasonably cured (such as fraud or confidentiality violations), the non-breaching Party shall provide written notice specifying:

- The nature of the breach or violation;
- The specific provisions of the Agreement that have been violated;
- The actions required to cure the breach;
- The deadline for cure (15 days from receipt of notice).

If the breaching Party fails to cure within the specified period, the non-breaching Party may terminate immediately upon written notice.

### *7.2.3 Immediate Termination*

For incurable breaches (fraud, material confidentiality violations, or willful misconduct), the non-breaching Party may terminate this Agreement immediately upon written notice without providing an opportunity to cure.

## **7.3 Effect of Termination**

### *7.3.1 Payment of Earned Compensation*

Upon termination of this Agreement for any reason:

- The Company shall pay the Specialist all earned but unpaid compensation for supplement claims collected prior to the effective date of termination;
- For jobs in progress at the time of termination, the Parties shall negotiate in good faith to determine fair compensation for work completed;
- Payment shall be made within thirty (30) days of the effective date of termination or receipt of payment from insurance carriers, whichever is later.

### *7.3.2 Return of Property and Materials*

Within ten (10) days of termination, each Party shall:

- Return all property, materials, documents, and equipment belonging to the other Party;

- Delete or destroy all electronic copies of Confidential Information (except as required by law or for record-keeping purposes);
- Provide written certification that all materials have been returned or destroyed.

### *7.3.3 Survival of Certain Provisions*

The following provisions shall survive termination of this Agreement:

- Section 8 (Confidentiality and Non-Disclosure)
- Section 9 (Liability and Indemnification)
- Section 10 (Dispute Resolution)
- This Section 7.3 (Effect of Termination)
- Any provisions related to payment of earned compensation

### *7.3.4 No Continuing Obligations*

Except for the surviving provisions listed above, neither Party shall have any continuing obligations to the other Party after the effective date of termination, and both Parties shall be released from all other obligations under this Agreement.

## **7.4 Jobs in Progress at Termination**

### *7.4.1 Completion of In-Progress Jobs*

For any insurance supplement claims that have been initiated but not yet collected at the time of termination:

- If the Specialist has substantially completed the supplement preparation and submission, the Specialist shall be entitled to compensation when payment is received from the insurance carrier;
- Compensation for such claims shall be calculated using the revenue split applicable at the time the claim was submitted (not the time payment is received);
- The Company shall provide the Specialist with written documentation when payment is received and shall remit the Specialist's share within fifteen (15) days;

- This obligation shall survive for up to twelve (12) months after the effective date of termination for claims that were submitted before termination.

#### *7.4.2 Abandoned or Incomplete Claims*

For claims that the Specialist has initiated but not substantially completed at the time of termination:

- The Specialist shall have no further obligation to complete such claims;
- The Specialist shall provide the Company with all work product and documentation related to such claims;
- The Company may complete such claims using its own resources or other contractors;
- The Specialist shall not be entitled to compensation for claims they did not substantially complete.

## SECTION 8: CONFIDENTIALITY AND NON-DISCLOSURE

### 8.1 Definition of Confidential Information

**“Confidential Information”** means any and all information, whether written, oral, electronic, or visual, disclosed by one Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**) in connection with this Agreement, including but not limited to:

- (a) **Customer Information:** Customer names, contact information, property addresses, claim histories, preferences, and any other customer data;
- (b) **Business Methods:** Sales techniques, marketing strategies, business processes, operational procedures, and training materials;
- (c) **Financial Information:** Pricing structures, profit margins, revenue data, compensation arrangements, and financial performance information;
- (d) **Proprietary Techniques:** Insurance supplement preparation methods, negotiation strategies, claim documentation techniques, and industry expertise;
- (e) **Trade Secrets:** Any information that derives economic value from not being generally

known and is subject to reasonable efforts to maintain its secrecy;

- (f) **Business Relationships:** Information about vendors, suppliers, insurance adjusters, insurance carriers, and other business relationships;
- (g) **Strategic Information:** Business plans, expansion strategies, competitive analyses, and other strategic business information.

## 8.2 Exclusions from Confidential Information

Confidential Information does not include information that:

- (a) Was publicly known at the time of disclosure or becomes publicly known through no breach of this Agreement by the Receiving Party;
- (b) Was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records;
- (c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by written records;
- (d) Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation;
- (e) Is required to be disclosed by law, regulation, or court order (provided the Receiving Party gives prompt notice to the Disclosing Party before such disclosure).

## 8.3 Non-Disclosure Obligations

### 8.3.1 *Duty of Confidentiality*

The Receiving Party agrees to:

- Maintain the confidentiality of all Confidential Information received from the Disclosing Party;
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- Use the Confidential Information solely for the purpose of performing obligations or exercising rights under this Agreement;



- Protect Confidential Information with the same degree of care used to protect its own confidential information, but in no event less than reasonable care;
- Limit access to Confidential Information to employees, contractors, or advisors who have a legitimate need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement.

### *8.3.2 Prohibited Uses*

The Receiving Party shall not:

- Use Confidential Information to compete with the Disclosing Party;
- Disclose Confidential Information to competitors of the Disclosing Party;
- Use Confidential Information for any purpose other than performing under this Agreement;
- Reverse engineer, decompile, or disassemble any Confidential Information;
- Remove or alter any confidentiality notices or proprietary markings.

## **8.4 Duration of Confidentiality Obligation**

The obligations of confidentiality and non-disclosure set forth in this Section shall:

- Commence on the Effective Date of this Agreement;
- Continue during the term of this Agreement;
- Survive termination or expiration of this Agreement for a period of **five (5) years**;
- Continue indefinitely for any Confidential Information that constitutes a trade secret under applicable law.

## **8.5 Return or Destruction of Confidential Information**

Upon termination of this Agreement or upon request by the Disclosing Party at any time, the Receiving Party shall:

- (a) Promptly return to the Disclosing Party all documents, materials, and other tangible items containing or reflecting Confidential Information;

- (b) Permanently delete or destroy all electronic copies of Confidential Information in the Receiving Party's possession or control;
- (c) Provide written certification to the Disclosing Party that all Confidential Information has been returned or destroyed;
- (d) Except: The Receiving Party may retain one copy of Confidential Information solely for archival purposes and to the extent required by law or professional regulations, subject to continuing confidentiality obligations.

## **8.6 Customer and Business Relationships**

### *8.6.1 Customer Information Protection*

The Parties acknowledge that customer information is highly sensitive and valuable. Each Party specifically agrees:

- Not to use customer contact information for purposes outside this Agreement;
- Not to solicit customers of the other Party for competing services during the term of this Agreement and for twelve (12) months after termination;
- To maintain customer information in secure systems with appropriate access controls;
- To comply with all applicable privacy laws and regulations regarding customer data.

### *8.6.2 Insurance Carrier Relationships*

Information regarding relationships with insurance carriers, adjusters, and other industry contacts shall be treated as highly confidential and shall not be used to circumvent or compete with the other Party.

## **8.7 Remedies for Breach**

### *8.7.1 Acknowledgment of Harm*

The Parties acknowledge that breach of confidentiality obligations would cause irreparable harm for which monetary damages would be an inadequate remedy.

### *8.7.2 Equitable Relief*

In the event of a breach or threatened breach of confidentiality obligations, the Disclosing Party shall be entitled to:

- Seek immediate injunctive relief and specific performance without the necessity of posting a bond;
- Recover all damages caused by the breach;
- Recover all costs and attorneys' fees incurred in enforcing this Section;
- Pursue any other remedies available at law or in equity.

The right to seek injunctive relief shall be in addition to, and not in lieu of, any other remedies available to the Disclosing Party.

## **SECTION 9: LIABILITY AND INDEMNIFICATION**

### **9.1 Independent Contractor Status**

#### *9.1.1 Relationship of Parties*

The Parties expressly agree and acknowledge that:

- The Specialist is an independent contractor and not an employee, agent, partner, or joint venturer of the Company;
- The Specialist has no authority to bind the Company or incur any obligation on behalf of the Company without the Company's prior written consent;
- The Specialist shall have sole control over the manner and means of performing services under this Agreement, subject to the specifications and requirements set forth herein;
- Nothing in this Agreement shall be construed to create an employment relationship, partnership, or joint venture between the Parties.

#### *9.1.2 Tax and Regulatory Obligations*

The Specialist acknowledges and agrees that:

- The Specialist is solely responsible for all federal, state, and local taxes, including self-employment taxes, arising from compensation received under this Agreement;
- The Company will not withhold income taxes, Social Security taxes, unemployment insurance contributions, or any other payroll taxes from payments to the Specialist;
- The Company will issue IRS Form 1099-NEC (or applicable form) to the Specialist for all payments made during each calendar year;
- The Specialist is responsible for obtaining and maintaining any licenses, permits, or certifications required to perform services under this Agreement;
- The Specialist is responsible for maintaining their own business insurance, including general liability and professional liability coverage as appropriate.

#### *9.1.3 No Employee Benefits*

The Specialist acknowledges that they are not entitled to:

- Health insurance or other employee benefits;
- Workers' compensation coverage;
- Unemployment insurance benefits;
- Paid time off, vacation, or sick leave;
- Participation in any Company retirement or pension plans;
- Any other benefits provided to Company employees.

## **9.2 Indemnification by Specialist**

#### *9.2.1 Indemnification Obligation*

The Specialist agrees to indemnify, defend, and hold harmless the Company, its officers, directors, members, employees, and agents (collectively, the “**Company Indemnitees**”) from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- (a) The Specialist's negligent acts or omissions in performing services under this Agreement;

- (b) The Specialist's willful misconduct, fraud, or violation of law;
- (c) The Specialist's breach of any representation, warranty, or obligation in this Agreement;
- (d) Claims by third parties alleging that the Specialist's services or work product infringes any intellectual property rights;
- (e) The Specialist's violation of any applicable law, regulation, or professional standard;
- (f) Claims by tax authorities or governmental agencies arising from the Specialist's status as an independent contractor;
- (g) Any bodily injury, property damage, or other harm caused by the Specialist's actions or omissions.

### *9.2.2 Defense of Claims*

The Specialist shall, at their own expense, defend any claim or action brought against the Company Indemnitees with respect to matters subject to indemnification under this Section, provided that the Company:

- Provides prompt written notice of the claim to the Specialist;
- Cooperates reasonably with the Specialist in the defense;
- Permits the Specialist to control the defense and settlement of the claim, subject to the Company's approval of any settlement (approval not to be unreasonably withheld).

## **9.3 Indemnification by Company**

### *9.3.1 Indemnification Obligation*

The Company agrees to indemnify, defend, and hold harmless the Specialist and the Specialist's employees and agents (collectively, the "**Specialist Indemnitees**") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- (a) The Company's negligent acts or omissions unrelated to services provided by the Specialist;
- (b) The Company's willful misconduct, fraud, or violation of law;

- (c) The Company's breach of any representation, warranty, or obligation in this Agreement;
- (d) Claims by customers or third parties arising from the Company's roofing work (as opposed to the Specialist's supplement services);
- (e) The Company's failure to pay suppliers, subcontractors, or employees;
- (f) The Company's violation of any applicable law or regulation in the conduct of its roofing business.

### *9.3.2 Defense of Claims*

The Company shall, at its own expense, defend any claim or action brought against the Specialist Indemnitees with respect to matters subject to indemnification under this Section, provided that the Specialist:

- Provides prompt written notice of the claim to the Company;
- Cooperates reasonably with the Company in the defense;
- Permits the Company to control the defense and settlement of the claim, subject to the Specialist's approval of any settlement (approval not to be unreasonably withheld).

## **9.4 Limitation of Liability**

### *9.4.1 Cap on Damages*

Except for claims arising from:

- Breach of confidentiality obligations (Section 8);
- Fraud, willful misconduct, or gross negligence;
- Indemnification obligations (Sections 9.2 and 9.3);
- Unpaid compensation owed under Section 4;

Each Party's total liability to the other Party under this Agreement shall not exceed the total amount of compensation paid or payable to the Specialist during the twelve (12) months preceding the claim.

#### *9.4.2 Exclusion of Consequential Damages*

Except for breaches of confidentiality obligations, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- Lost profits or revenue;
- Loss of business opportunities;
- Loss of goodwill or reputation;
- Cost of substitute services or products;
- Loss of data or information;

even if such Party has been advised of the possibility of such damages.

#### *9.4.3 Direct Damages Only*

Subject to the exclusions above, each Party's liability shall be limited to direct damages actually incurred and proven with reasonable certainty.

### **9.5 Insurance**

#### *9.5.1 Specialist's Insurance*

The Specialist is encouraged, but not required, to maintain appropriate insurance coverage, including:

- General liability insurance;
- Professional liability (errors and omissions) insurance;
- Commercial automobile insurance if using a vehicle for business purposes.

The Company may request certificates of insurance, and the Specialist agrees to provide them if such insurance is maintained.

#### *9.5.2 Company's Insurance*

The Company represents that it maintains appropriate insurance coverage for its roofing business operations, including general liability and workers' compensation insurance.

### *9.5.3 No Additional Insured Requirement*

Neither Party is required to name the other Party as an additional insured on any insurance policy unless specifically agreed in writing.

## **9.6 Limitation on Third-Party Beneficiaries**

This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns. Except as expressly provided in the indemnification provisions above, no third party shall have any rights or remedies under this Agreement.

## **SECTION 10: DISPUTE RESOLUTION**

The Parties agree to the following dispute resolution process for any disputes, claims, or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof.

### **10.1 Good Faith Negotiation**

#### *10.1.1 Informal Resolution Requirement*

Before initiating formal dispute resolution proceedings, the Parties agree to attempt in good faith to resolve any dispute through direct negotiation between the principals of each Party.

#### *10.1.2 Negotiation Process*

Upon the occurrence of a dispute:

- (a) The Party raising the dispute shall provide written notice to the other Party describing the nature of the dispute and proposing a resolution;
- (b) Within seven (7) days of receiving such notice, the Parties shall meet (in person, by telephone, or by video conference) to discuss the dispute;
- (c) The Parties shall negotiate in good faith for a period of thirty (30) days from the date of the initial notice;
- (d) If the Parties reach a mutually acceptable resolution, they shall document the resolution in writing signed by both Parties.



### *10.1.3 Continuing Performance*

Except for disputes regarding non-payment or material breach, the Parties shall continue to perform their respective obligations under this Agreement during the negotiation period.

## **10.2 Mediation**

### *10.2.1 Mediation Requirement*

If the Parties are unable to resolve the dispute through good faith negotiation within the thirty (30) day period specified above, either Party may initiate mediation by providing written notice to the other Party.

### *10.2.2 Mediator Selection*

- (a) Within fourteen (14) days of the mediation notice, the Parties shall mutually agree upon a qualified neutral mediator;
- (b) If the Parties cannot agree on a mediator within the fourteen (14) day period, either Party may request that a mediator be appointed by the American Arbitration Association (AAA) or a similar neutral dispute resolution organization;
- (c) The mediator shall have experience in commercial contract disputes and, preferably, knowledge of the roofing or insurance industries.

### *10.2.3 Mediation Procedures*

- The mediation shall be conducted in Oklahoma County, Oklahoma, or such other location as mutually agreed by the Parties;
- The mediation shall be governed by the Commercial Mediation Procedures of the American Arbitration Association or such other procedures as the Parties and mediator may agree;
- Each Party shall prepare and submit to the mediator a written statement describing the dispute and their proposed resolution;
- The Parties shall participate in the mediation in good faith and with authority to settle the dispute;
- All mediation proceedings shall be confidential.

#### *10.2.4 Costs of Mediation*

The Parties shall share equally the fees and expenses of the mediator. Each Party shall bear its own costs and attorneys' fees associated with the mediation, unless otherwise agreed or awarded as provided in Section 10.5.

#### *10.2.5 Mediation Outcome*

- If the Parties reach a settlement through mediation, the settlement shall be documented in writing and signed by both Parties;
- Such settlement agreement shall be binding and enforceable;
- If the Parties do not reach a settlement within sixty (60) days of the mediator's appointment, either Party may proceed to litigation as provided in Section 10.3.

### **10.3 Litigation**

#### *10.3.1 Jurisdiction and Venue*

If the dispute is not resolved through negotiation and mediation, either Party may initiate legal proceedings. The Parties agree that:

- Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Oklahoma County, Oklahoma;
- Each Party consents to the personal jurisdiction of such courts;
- Each Party waives any objection to venue in such courts;
- Each Party waives any claim that such courts are an inconvenient forum.

#### *10.3.2 Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of law principles.

#### *10.3.3 Jury Trial Waiver*

**EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY**

**LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

**10.4 Equitable Relief**

*10.4.1 Right to Injunctive Relief*

Notwithstanding the dispute resolution procedures set forth above, either Party may seek temporary restraining orders, preliminary injunctions, or other equitable relief in any court of competent jurisdiction to:

- Prevent irreparable harm;
- Enforce confidentiality obligations under Section 8;
- Protect intellectual property rights;
- Prevent disclosure or misuse of trade secrets;
- Preserve the status quo pending resolution of the dispute.

*10.4.2 No Waiver of Other Remedies*

The right to seek equitable relief shall not constitute a waiver of the requirement to engage in good faith negotiation and mediation for the underlying dispute, nor shall it constitute a waiver of any other rights or remedies.

**10.5 Attorneys' Fees and Costs**

*10.5.1 Prevailing Party*

In any legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party:

- Reasonable attorneys' fees and legal expenses;
- Court costs and filing fees;
- Expert witness fees;
- Costs of investigation and discovery;

- Any other costs and expenses reasonably incurred in connection with the proceeding.

#### *10.5.2 Determination of Prevailing Party*

The prevailing party shall be determined by the court or arbitrator based on a comparison of the relief sought and the relief obtained, and shall include a party who:

- Obtains a judgment or award in its favor;
- Successfully defends against claims brought by the other Party;
- Obtains dismissal of claims brought against it;
- Prevails on significant issues in the litigation even if not the ultimate winner.

### **10.6 Continuation of Performance**

Except for disputes regarding payment or material breach that would excuse performance, both Parties agree to continue performing their obligations under this Agreement during the pendency of any dispute resolution proceedings, unless:

- The Agreement has been properly terminated in accordance with Section 7;
- A court or arbitrator has issued an order suspending performance; or
- The Parties mutually agree in writing to suspend performance.

### **10.7 Confidentiality of Dispute Resolution**

The Parties agree that all negotiations, mediations, and settlement discussions shall be confidential and treated as compromise negotiations for purposes of applicable rules of evidence. Neither Party shall disclose the existence or content of such proceedings except:

- As required by law or court order;
- To enforce a settlement agreement;
- To legal counsel, accountants, or other advisors bound by confidentiality obligations;
- With the prior written consent of both Parties.

## **SECTION 11: GENERAL PROVISIONS**

### **11.1 Entire Agreement**

This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

No representation, promise, inducement, or statement of intention has been made by either Party that is not embodied in this Agreement, and neither Party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

### **11.2 Amendments and Modifications**

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties. Any such written amendment shall expressly reference this Agreement and the specific provisions being amended.

Oral modifications or amendments shall not be enforceable. Course of dealing or course of performance shall not modify the terms of this Agreement.

### **11.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflicts of law principles that would cause the application of the laws of any other jurisdiction.

### **11.4 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the provision shall be severed from this Agreement.

The invalidity, illegality, or unenforceability of any provision shall not affect the validity,

legality, or enforceability of any other provision of this Agreement, and the remaining provisions shall continue in full force and effect.

If any provision is severed, the Parties shall negotiate in good faith to replace the severed provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent and economic effect of the severed provision.

## **11.5 Waiver**

### *11.5.1 No Implied Waiver*

No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

### *11.5.2 Written Waiver Required*

No waiver shall be effective unless it is in writing and signed by the Party against whom the waiver is sought to be enforced. Any such waiver shall be limited to the specific instance and shall not be deemed a waiver of any subsequent breach or default.

### *11.5.3 No Waiver by Conduct*

The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

## **11.6 Assignment**

### *11.6.1 Restriction on Assignment*

Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

### *11.6.2 Permitted Assignments*

Notwithstanding the foregoing, either Party may assign this Agreement without consent:

- To an affiliate, subsidiary, or parent company, provided that the assignor remains liable for all obligations under this Agreement;
- In connection with a merger, consolidation, or sale of all or substantially all of the assignor's assets or business to which this Agreement relates;
- To a successor entity resulting from a corporate reorganization.

#### *11.6.3 Effect of Assignment*

Any attempted assignment in violation of this Section shall be void and of no effect. Subject to the restrictions above, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

### **11.7 Notices**

#### *11.7.1 Notice Requirements*

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given:

- (a) On the date of delivery if delivered personally;
- (b) On the date of transmission if sent by email (with confirmation of receipt);
- (c) One (1) business day after deposit with a nationally recognized overnight courier;
- (d) Three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested.

#### *11.7.2 Notice Addresses*

Notices shall be sent to the Parties at the following addresses (or such other address as a Party may designate by notice to the other Party):

#### **To Company:**

Heavenly Roofing LLC

3313 Elmo Way

Moore, Oklahoma 73160

Email: **[FILL IN COMPANY EMAIL]**

**To Specialist:**

[FILL IN SPECIALIST NAME]

[FILL IN ADDRESS LINE 1]

[FILL IN CITY, STATE ZIP]

Email: [FILL IN SPECIALIST EMAIL]

## **11.8 Counterparts and Electronic Signatures**

### *11.8.1 Execution in Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### *11.8.2 Electronic Signatures*

The Parties agree that electronic signatures, digital signatures, and electronically transmitted signatures (including PDF signatures) shall have the same legal effect and enforceability as original handwritten signatures.

### *11.8.3 Electronic Delivery*

This Agreement may be delivered by email, electronic transmission, or other electronic means, and such delivery shall be deemed effective delivery for all purposes.

## **11.9 Force Majeure**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (except payment obligations) to the extent such failure or delay is caused by events beyond the Party's reasonable control, including but not limited to:

- Acts of God (earthquakes, floods, storms, fires, etc.);
- War, terrorism, civil unrest, or riot;
- Government actions, laws, or regulations;
- Epidemic, pandemic, or quarantine restrictions;
- Labor disputes or strikes;



- Failure of utilities or communication systems;
- Material shortages or transportation disruptions.

The Party affected by a force majeure event shall promptly notify the other Party and shall use commercially reasonable efforts to resume performance as soon as practicable.

### **11.10 Headings**

The section and subsection headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

### **11.11 Interpretation**

- Unless the context clearly requires otherwise, the singular includes the plural and vice versa;
- References to “including” or “includes” shall mean “including without limitation”;
- The words “herein,” “hereof,” and “hereunder” refer to this Agreement as a whole;
- References to Sections refer to sections of this Agreement unless otherwise specified;
- Each Party has participated in the negotiation and drafting of this Agreement, and any rule of construction that ambiguities are to be resolved against the drafting party shall not apply.

### **11.12 Survival**

The following provisions shall survive the expiration or termination of this Agreement:

- Section 8 (Confidentiality and Non-Disclosure)
- Section 9 (Liability and Indemnification)
- Section 10 (Dispute Resolution)
- Section 7.3 (Effect of Termination)
- This Section 11.12 (Survival)
- Any provisions relating to payment of earned compensation

- Any other provisions that by their nature are intended to survive

### **11.13 Further Assurances**

Each Party agrees to execute and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

### **11.14 Relationship of Parties**

This Agreement does not create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Neither Party has any authority to bind the other Party or to incur any obligation on behalf of the other Party without the prior written consent of such Party.

### **11.15 Publicity**

Neither Party shall issue any press release or make any public announcement regarding this Agreement or the relationship between the Parties without the prior written consent of the other Party, except as required by law or regulation.

Each Party may, however, list the other Party as a client or business partner in marketing materials and on its website, subject to the other Party's right to request removal of such reference.

## EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Independent Contractor Agreement as of the Effective Date first written above.

### HEAVENLY ROOFING LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Address:**

3313 Elmo Way

Moore, Oklahoma 73160

### INSURANCE SUPPLEMENT SPECIALIST

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Capacity (if applicable)

**Address:**

[FILL IN ADDRESS LINE 1]

[FILL IN CITY, STATE ZIP]

## NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as a representative of **Heavenly Roofing LLC**, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

[NOTARY SEAL]

Notary Public, State of Oklahoma

My                      Commission                      Expires:

\_\_\_\_\_

**STATE OF OKLAHOMA****COUNTY OF \_\_\_\_\_**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

[NOTARY SEAL]

Notary Public, State of Oklahoma

My                  Commission                  Expires:

\_\_\_\_\_

\_\_\_\_\_  
*END OF AGREEMENT*