

Independent Contractor Agreement

This Independent Contractor Agreement is made on **09/05/19** by and between Sterling Floor Designs, Ltd. ("Company"), whose primary place of business is **82 Modular Avenue, Commack N.Y. 11725**, and **Top Floor Designs, Inc.** ("Client") a **CONTRACTOR** organized and existing under the laws of the State of **New Jersey** with its principal place of business at **293 Hillside Ave Long Branch NJ 07740**

1. During the term of this Agreement, Company may offer Client the opportunity to render flooring installation services (the "Services") to certain customers. Client shall be free to accept or reject any such offer from Company, and it reserves the right to provide similar services for others, including direct competitors of Company, on whatever basis and whenever it chooses. Any Services that Client renders under this Agreement will be rendered under its own name.
2. Where Client agrees to render the Services, Client warrants that its provision of Services will comply with the terms of this Agreement and be accomplished (a) through use of personnel with the requisite skill, and (b) in a workmanlike and timely manner in accordance with generally recognized industry standards. Client will use all reasonable and necessary efforts and diligence to fulfill the requirements of each engagement it accepts.
3. Client charges by the square yard for the Services, and it will quote the fee it proposes charging for its performance of the Services for each engagement offered by the Company. Client agrees that the contract fee it receives under this Agreement will be the sole and exclusive remuneration payable by Company to Client. Client will bill the Company through issuance of an invoice.
4. Insurance, including but not limited to automobile, general liability, disability, and medical insurance, will be the sole responsibility of Client. Client shall obtain and maintain New York workers' compensation and New York disability benefits insurance coverages for itself and its employees. Client will provide a Certificate of Liability Insurance which includes Commercial General Liability coverage using the CG2033 & 2037 or equivalent forms and a Worker's Compensation Certificate. Certificates must name Sterling Floor Designs Ltd. as additional insured and show that the client's liability limits are not less than - Premises Operations \$1,000,000 each occurrence \$2,000,000 general aggregate, Products/Completed Operations \$1,000,000 aggregate, Contractual Liability and does not include any endorsements containing exclusions or limitations as respects fellow employee claims or third party over claims.
5. Coverage will be primary, non-contributory and include waiver of subrogation. Automobile Liability limits must be at least \$1,000,000 combined single limit. Certificates must be submitted to the Company prior to commencement of work.
6. Client agrees to indemnify, defend, and hold harmless, Company, and its parents, subsidiaries, other corporate affiliates, agents, consultants, owners, members, officers, and employees, from and against all costs, losses, expenses, judgments, claims, and damages, including attorney's fees and costs, arising from or related to any work, act, or omission of Client or any of its employees, subcontractors, personnel, or assignees in connection with the performance of the Services. This indemnification agreement is binding on Client to the fullest extent permitted by law regardless of whether any or all of the persons and entities indemnified hereunder are responsible, in part, for the costs, losses, expenses, judgments, claims, or damages for which Client is obligated to provide indemnification. This indemnification provision does not negate, abridge, or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.
7. Client will be responsible for payment of all applicable taxes as required by federal, state, and local law. Client understands that it is responsible for paying its own income taxes and withholding such taxes on behalf of its employees, if any. If Client is not a corporation, it further understands that it is liable for any self-employment taxes and it will be issued a Form 1099 at the end of the fiscal year as applicable. All personnel, contractors, and employees of Client will be paid by Client, not by the

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Company, and Client will be solely responsible for compliance with applicable federal, state, and local employment tax, labor, and employment laws with respect to such individuals. Upon request, Client agrees to provide the Company with documents and records which confirm Client's compliance with the terms of this Agreement.

8. Client is not eligible to receive unemployment insurance benefits in connection with the amounts it receives from Company, and Client agrees that neither it nor any of its personnel will identify Company or any affiliate as an employer or former employer in relation to any claim for unemployment insurance benefits that Client or any of its personnel may make in the future.
9. Client and Company expressly understand and agree that Client is an independent contractor and not an employee, agent, joint venturer or partner of Company for any purpose whatsoever. Client shall not represent itself as an agent or as an employee of the Company. Nor shall Client utilize any Company facility address or other contact information as its own on any documents, including business cards, letterheads, or advertising. Client and Company represent, warrant, and agree that:
 - a. Client will perform its services free from any direction or control over the means and manner of providing the services, subject only to Company's right to specify the desired result;
 - b. Client's business is not subject to cancellation or destruction upon severance of the relationship with Company;
 - c. Client has a substantial investment of capital in its business beyond ordinary tools and equipment and a personal vehicle, and it owns the capital goods and gains of the profits and bears the losses of its business;
 - d. Client makes its services available to the general public or the business community on a continuing basis;
 - e. Client includes its services rendered on a Federal Income Tax Schedule as an independent business or profession;
 - f. whenever provision of the Services requires a license or permit, Client is solely responsible for obtaining and paying for such license or permit in its own name;
 - g. Client will furnish its own tools, equipment, vehicles, supplies, and any material needed to accomplish the Services;
 - h. Client will hire, train, supervise, and pay any personnel needed for Client to accomplish any job it undertakes under this Agreement;
 - i. Client has the sole authority to hire its own employees without Company approval and shall be responsible for paying such personnel without reimbursement from the Company and reporting any employee's income to the Internal Revenue Service;
 - j. Company will not represent Client as an employee of Company to any customer, and Client will perform the Services under its own name;
 - k. Client is free to set its own schedule, coordinate service delivery to its clients, and plan the sequence of its jobs;
 - l. Client and its personnel, if any, are free to perform similar services for others, including direct competitors of Company and customers, on whatever basis and whenever it chooses;
 - m. Client and its personnel, if any, are trained and will not be provided with or offered any training by Company;
 - n. Client may assign its obligations under this Agreement to any person or entity it selects, and Client will remain responsible for its assignee's performance of Client's obligations under this Agreement;
 - o. Client will not be required to work a particular number of hours, days, or jobs, and Client is not guaranteed any minimum amount of remuneration or service provision opportunities under this Agreement; and

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- p. Client is not Company's agent or representative for any purpose, and Client will not have any authority, actual or apparent, to bind or commit Company to any agreements or other obligations, or incur any liability or otherwise act on its behalf.
10. Neither Client, nor any of its employees or service providers, if any, are eligible to participate in any employee pension, profit sharing, health, welfare, vacation, sick, or any other fringe or employee benefit plan, program, practice, or policy of any kind maintained by Company or any parent, subsidiary, or other affiliate ("Benefit Plans"). In the event it is subsequently determined that Client (and/or its employees or service providers, if any) was eligible to participate in a Benefit Plan, Client hereby knowingly and voluntarily releases and forever waives any and all rights to recover any back benefits or amounts as a result of such determination. This release and waiver represents a material component of the terms of compensation agreed to by the parties and is not conditioned upon any representation or assumption concerning the status (i.e., employee or independent contractor) of Client or its employees or service providers, if any, with respect to Company or any parent, subsidiary, or other affiliate.
11. Company and Client agree to the terms of the Fact-Finding and Impartial Resolution ("FAIR") Procedure contained at **Addendum A**, and the terms of the FAIR Procedure are hereby incorporated by reference and made an integral part of this Agreement.
12. Should any of the terms of this Agreement be found to be in violation of the applicable laws, or should any such laws change in such a manner that any of the terms of this Agreement become in violation of such laws, the parties hereto agree that said terms shall immediately become void and unenforceable (but shall not affect the enforceability of the remainder of this Agreement) and agree to negotiate replacement terms in good faith.
13. Sections 5, 6, 7, 8, 9, and 10 of this Agreement will survive the termination of this Agreement as well as any termination of the relationship between Client and Company. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. No waiver or modification of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

In witness whereof, the parties hereto have duly executed this Agreement.

For Client:

Print Name: _____

Sign/Date: _____

Date: _____

For Company:

By: _____
Name and Title

Date: _____

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Addendum A

Fact-Finding and Impartial Resolution (Fair) Procedure

Definitions. For purposes of the FAIR Procedure:

1. “Client” means **Top Floor Designs, Inc.**
2. “Client Group” means Client and any affiliate or related company, and each of their predecessors, successors, and assigns (individually, a “Related Company”), as well as each Related Company’s principals, owners, members, partners, agents, employees, and officers.
3. The “Company” means Sterling Floor Designs, Ltd.
4. The “Company Group” means the Company and any subsidiary, parent, or other corporate affiliate, and each of their predecessors, successors, and assigns (individually, an “Entity”), as well as each Entity’s principals, owners, members, partners, agents, employees, and officers.
5. The “Parties” refers to the Company and Client.
6. A “Party” refers to the Company or Client, as appropriate.
7. “Covered Dispute” means any legal claim, cause of action, controversy, or other dispute between any member(s) of the Company Group and any member(s) of the Client Group that otherwise could be resolved by a court and that arises out of or relates to (a) the Independent Contractor Agreement and/or its termination, (b) the services any member(s) of the Client Group has/have performed or will perform for any member(s) of the Company Group, (c) amounts paid to the Client by the Company or wages, benefits, or other amounts allegedly owed, (d) any federal, state, local law, regulation, or common law, regardless of the underlying legal basis for such claim (e.g., contract, tort, statutory, common law, etc.), excluding only Non-Covered Disputes. A “Covered Dispute” is covered by this FAIR Procedure regardless of whether it has already accrued or will accrue in the future.
8. “Non-Covered Disputes” are limited to claims for (a) statutory workers’ compensation or statutory disability benefits (except that claims for interference with or retaliation for filing a workers’ compensation or disability benefits claim will be considered a Covered Dispute subject to the FAIR Procedure), (b) statutory unemployment insurance benefits, or (c), as a matter of law, the Parties cannot agree to arbitrate. Nothing in this FAIR Procedure shall be interpreted to mean that any member of the Client Group is precluded from filing a charge with, or testifying, assisting, or otherwise participating in any investigation or proceeding conducted by, the Equal Employment Opportunity Commission, New York State Division of Human Rights, the National Labor Relations Board, or another government agency to the extent such member of the Client Group has a protected right to do so.

Arbitration. The Parties agree that any Covered Dispute will be submitted to binding arbitration to be administered by the American Arbitration Association (“AAA”) in accordance with its Employment Arbitration Rules and Mediation Procedure (or similar rules then in effect) applicable at the time the arbitration is commenced (the “Rules”). The Rules may be amended from time to time and are available online at www.adr.org. Anyone can also call the AAA at 1.800.778.7879 if it has questions about the arbitration process. To the extent there is a conflict between the terms of this FAIR Procedure and the Rules, the terms of this FAIR Procedure will govern, unless application of such terms would cause the AAA to decline to provide its services, in which case the Rules will govern (but in no circumstance will an arbitrator have the authority to hear or decide any Covered Dispute on a class, collective, or other group or representative basis). If for any reason the AAA will not administer an arbitration, any Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral arbitrator to conduct the arbitration in accordance with the terms of the FAIR Procedure. Nothing in this Agreement precludes the parties to any arbitration proceeding under the FAIR Procedure from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction where appropriate. The arbitrator will be selected as provided in the Rules, but unless the Parties agree otherwise, the arbitrator must be a retired or former federal judge or a licensed attorney who has at least 10 years of experience with employment-related claims. The arbitrator shall have the authority to set deadlines for completion of discovery and shall decide all discovery disputes. The arbitrator, and not any court, shall have the exclusive authority to resolve any dispute regarding the enforceability, formation, or validity of

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this FAIR Procedure and the arbitrability of any dispute between the Parties. The arbitrator will issue his or her award promptly after the arbitration hearing concludes or post-hearing briefs are received. The arbitrator's award will set forth the factual and legal basis for the award, including his or her legal reasoning, and contain a summary of the facts, the issues, the governing law applied, and the relief requested and awarded. It should also identify any other issues resolved and the disposition of any statutory claims. The arbitrator's decision shall be final and binding upon the parties to the arbitration.

Venue and Governing Law. Such arbitration shall take place in the County of Suffolk, State of New York. Any judgment upon a decision by the arbitrator may be enforced in the New York State Supreme Court located in Suffolk County or the United States District Court for the Eastern District of New York and each member of the Client Group and each member of the Company Group consents to the jurisdiction of these courts for these purposes and waives any and all defenses to such jurisdiction (including, but not limited to, defenses related to personal jurisdiction or convenience of forum). The arbitrator must apply the substantive law, including the applicable burdens of proof and persuasion, that would be applied by a court hearing the Covered Dispute in the venue of the arbitration. The arbitrator may grant any relief that could be granted by a court hearing the Covered Dispute, but will not have any authority to grant any other relief or otherwise limit or expand any substantive rights that would otherwise be available. Arbitration proceedings under this FAIR Procedure shall comply with and be governed by the provisions of the Federal Arbitration Act and not by any state law concerning arbitration. The Parties acknowledge and agree that this FAIR Procedure evidences a transaction involving interstate commerce.

Compelling Arbitration/Enforcing Award. Either Party may ask a court to stay any court proceeding, to compel arbitration under this FAIR Procedure, and to confirm, vacate, or enforce an arbitration award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Cost of Arbitration. The Company shall be responsible for the arbitrator's fees and expenses. Each Party shall pay its own costs and attorneys' fees, if any. However, if any party to an arbitration proceeding prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, the arbitrator may award reasonable attorneys' fees and costs in accordance with the applicable statute or written agreement. The arbitrator shall resolve any dispute as to the reasonableness of any fee or cost that may be awarded under this paragraph.

No Group/Class/Collective Claims or Consolidation of Claims. Notwithstanding anything to the contrary, Client, on behalf of itself and each member of the Client Group, and Company, on behalf of itself and each member of the Company Group expressly agree that:

- no arbitrator shall have any authority or jurisdiction whatsoever to hear or decide any Covered Dispute on a class, collective, or other group or representative basis;
- no class action, collective action, or other group or representative action procedures shall be asserted, nor will they apply, in any arbitration pursuant to this FAIR Procedure;
- no member of the Client Group, nor any member of the Company Group, will assert any class or collective action, or other group or representative action, claims against any member of the other in arbitration or otherwise, or proceed as a private attorney general or in any like capacity in connection with a Covered Dispute;
- each shall only submit its/his/her own individual Covered Disputes in arbitration and will not seek to represent the interests of any other person or entity; and
- any Covered Dispute of any member of the Client Group will not be joined, consolidated, or heard together with any Covered Dispute of any other person or entity.

Notwithstanding anything to the contrary in the Rules of the AAA, or the general grant of authority to the Arbitrator to determine issues of arbitrability, the Arbitrator shall have no jurisdiction or authority whatsoever to compel any class, collective, or other group or representative claim, consolidate different arbitration proceedings, or join any other party to an arbitration between any member of the Client Group and any member of the Company Group. The validity and effect of this paragraph shall be determined exclusively by a court and not by an arbitrator. Each member of the Client Group and each member of the

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Company Group understand and fully agree that by entering into this FAIR Procedure, they are giving up their constitutional right to have a trial by jury, and they are also giving up their normal rights of appeal following the rendering of the arbitrator's award except as applicable law provides for judicial review of arbitration proceedings.

Representation. Any party to an arbitration proceeding may be represented by an attorney. If any member of the Client Group needs assistance finding an attorney, there may be resources available, such as the American Bar Association (www.americanbar.org and 1-800-285-2221 or 202-662-1000) or the Legal Aid Society (www.legal-aide.org or 212-577-3300 or 718-722-3100).

Term of Agreement. This FAIR Procedure shall survive the termination of the Independent Contractor Agreement and Client's relationship with the Company. The FAIR Procedure can only be revoked or modified by a writing signed by both Parties and which specifically states an intent to revoke or modify this FAIR Procedure that is signed by the Company's President.

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