INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

Agreement between Matrix Interior Construction , Inc. (**“Matrix”),** with its corporate headquarters located at

66C River Road, Hudson, NH 03051 and the (**“Independent Contractor”)** as named below,

Name of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Tax ID/SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services to be Provided**

**Matrix** desires that the **Independent Contractor** perform, and agrees to perform, the following work:

\_\_\_\_\_\_\_ Taping, \_\_\_\_\_Hanging, Framing Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. **Terms of Agreement**

This agreement shall govern all work performed by **Independent Contractor** for **Matrix** and **Independent Contractor’s** relationship to **Matrix** during the period of January 1, 2019 through December 31, 2019.

3. **Technical Direction**

The **Independent Contractor** shall receive from Matrixor an authorized designee, as authorized in writing, direction only regarding the general scope of the services needed. **Independent Contractor** shall control the means by which the needed services are performed. **Independent Contractor** shall furnish all necessary tools, equipment, and materials to perform all construction-related work as agreed. **Matrix** may elect **but is not required** to furnish certain items to the construction site for all Independent **Contractors** to use to avoid congestion at the construction site. Such items might include but are not necessarily limited to dumpsters, scaffolding, certain materials, and similar items.

4. **Personal Supervision**

**Independent Contractor** may hire employees to assist in the performance of this Agreement. **Independent Contractor** shall at all times have supervisory and managerial control and responsibility for the performance of the duties hereunder over such employees as the Independent **Contractor** hires. Regardless of whom Independent **Contractor** retains to assist in the performance of this Agreement, the **Independent Contractor** shall remain responsible for the full and complete performance of its obligation as set out in this Agreement.

**Notwithstanding anything** else herein contained, **Independent Contractor** may only subcontract out any portion of its work with the prior written approval of **Matrix.**

**Independent Contractor** and/or any of Independent **Contractor’s** employees, subcontractors, or agents may not perform any services under this Agreement or be present at the construction site while impaired by controlled substances or alcohol.

5. **Terms of Payment**

**Matrix** shall pay the **Independent Contractor** according to the following terms and conditions:

**Matrix** will make bi-weekly progress payments upon receipt of acceptable invoices from **Independent Contractor.** Checks are available for pick-up at **Matrix’s** place of business after 2:00 PM on Fridays. Checks will be mailed upon request to the Independent **Contractor.**

Notwithstanding anything else herein contained, actual receipt of payment by **Matrix** from the general contractor is a condition precedent to Matrix’s obligation to pay **Independent Contractor**.

6. **Reimbursement of Expenses**

The **Independent Contractor** shall notify Matrix **in writing** as to any changed condition or insufficiency in the contract documents it discovers within three days of discovering the same. No claim for extra compensation by **Independent Contractor** for any claim will be due from **Matrix** unless **Matrix** agrees to such a claim in writing before the extra work which is the subject of the claim is performed.

7. **Federal, State and Local Payroll Taxes**

Federal, state and local income tax and payroll tax of any kind shall not be withheld or paid by **Matrix** on behalf of the **Independent Contractor** or the employees of the **Independent Contractor**. Neither **Independent Contractor** nor the **Independent Contractor’s** employees or subcontractors shall be treated as an employee by **Matrix** with respect to the services performed hereunder for federal, state, or local purposes. The **Independent Contractor** is responsible to pay, according to law, the **Independent Contractor’s** income taxes. If the **Independent Contractor** is not a corporation, the **Independent Contractor** may be liable for self-employment (social security) tax, to be paid by the **Independent Contractor** according to law.

8. **Benefits**

The **Independent Contractor** acknowledges that neither the **Independent Contractor** nor any of the **Independent Contractor’s** employees are entitled to participate in any of Matrix’s employee benefit programs. The spouse and dependents of Independent **Contractor’s** employees are not entitled to participate in any such benefit programs.

9. **Responsibility for General Liability and Workers’ Compensation**

No worker’s compensation insurance shall be obtained by **Matrix** covering the **Independent Contractor** OR subcontractors of the **Independent Contractor or** employees of the **Independent Contractor**. The **Independent Contractor** shall comply with the worker’s comp law concerning the **Independent Contractor**, subcontractors of the **Independent Contractor** and the employees of the **Independent Contractor** and shall provide proof that appropriate worker’s compensation policy(s) have been obtained in **ALL** states were work is performed. **Independent Contractor’s** subcontractors must have their own General Liability insurance and worker’s comp insurance in the same manner that is required for the **Independent Contractor**. **Independent Contractor** must inform Matrix of any subcontractor hired by **Independent Contractor** and forward **Matrix** the subcontractor’s certificate of insurance prior to the subcontractor’s commencing work at Project.

10. **Termination of Agreement**

This Agreement may be terminated by either party by providing at least 30 days written notice. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first class mailed addressed to the parties at the addresses set forth in or attached to this Agreement. **Matrix** shall not be liable for, nor shall the **Independent Contractor** be liable to perform, any services or expenses incurred after the receipt of notice of termination, but such notice of termination shall apply only as to future jobs and not as to any jobs **Independent Contractor** is currently working. This Agreement may also be terminated if any of the following occurs:

(1) Violation of any term of this Agreement by **Independent Contractor** including but not limited to a failure on the part of the **Independent Contractor** to perform the contracted services without defects shall entitle **Matrix** to terminate this Agreement immediately with written notice and without being subject to any penalties, assessments, or additional costs.

(2) Violation of any term of this Agreement by Company including but not limited to a failure on the part of **Matrix** to make timely payments (installment, progress, or other types of payments required pursuant to this Agreement) to **Independent Contractor** shall entitle **Independent Contractor** to terminate this Agreement immediately with written notice and without being subject to any penalties, assessments, or additional costs.

11. **Independent Contractor Status**

The **Independent Contractor** expressly represents and warrants to **Matrix** that (1) neither the **Independent Contractor** nor the **Independent Contractor’s** employees or subcontractors shall be construed to be an employee of **Matrix.** **Independent Contractor’s** status shall be that of an independent contractor and **Independent Contractor** is solely responsible for its actions or inactions as well as the actions and inactions of **Independent Contractor’s** employees and subcontractors; and (2) the **Independent Contractor** shall act solely as an **Independent Contractor**, not as an employee or agent of **Matrix**; and (3) the **Independent Contractor** is not authorized to enter into any contracts or agreements on behalf of **Matrix** or to otherwise create obligations of **Matrix** to third parties.

**Independent Contractor** may at all times offer and/or perform services to other entities or individuals before, during, or after **Independent Contractor** provides services under this Agreement. **Independent Contractor** remains at all times obligated to perform the contracted services detailed in this Agreement in a workmanlike and timely manner in accordance with acceptable standards in **Independent Contractor’s** trade and in conformance with the plans and specifications furnished by **Matrix** which documents are incorporated by reference into this agreement for the project at issue, and which consist generally of all general, special and supplementary general conditions **Matrix** is subject to and which include, without limitation, such obligations **Matrix** has to the General Contractor.

12. **Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the **Independent Contractor** without the prior written consent of **Matrix**.

13. **Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of New Hampshire **(for New Hampshire jobs) OR** the Commonwealth of Massachusetts **(for Massachusetts jobs)**, without reference to **either state’s** conflicts of law's **provisions** and/or rules.

14. **Entire Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. The Agreement may be may be supplemented, amended, or revised only in writing by agreement by the parties.

15. **Confidential Matters and Proprietary Information**

The **Independent Contractor** recognizes that during the course of contract performance he may acquire knowledge or confidential business information or trade secrets. The **Independent Contractor** agrees to keep all such confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for **Independent Contractor’s** benefit or for the benefit of another, either during or after contract performance, any such confidential business information or trade secrets. Upon termination or expiration of this Agreement, **Independent Contractor** shall deliver all records, data, information, and other documents produced or acquired during the performance of this Agreement and all copies thereof to **Matrix**. This obligation of confidence shall not apply with respect to information that (1) is available to the **Independent Contractor** from 3rd parties on an unrestricted basis; or (2) is disclosed by **Matrix** to others on an unrestricted basis.

For purpose hereof, “Confidential Information” shall include but not be limited to any information, data, program, or process used by, belonging, or relating to or developed by or for **Matrix**, including without limitation, any and all proprietary data and information relating to **Matrix**’s business and customer lists, computer programs, hardware, software, processes, procedures or standards, manuals, business strategies, records, or financial information, whether or not reduced to writing.

16. **Statutory and Regulatory Compliance**

The **Independent Contractor** shall comply with all applicable laws and regulations pertaining to the services **Independent Contractor** has agreed to provide under this Agreement including but not limited to applicable workers compensation laws, Occupational Safety and Health Act of 1970 (“OSHA”) and all other federal, state, and local laws and regulations.

17. **Shall Hold-Harmless**

**Independent Contractor** shall hold harmless, defend and indemnity **Matrix** and its respective officers, directors, employees, agents, invitees, independent contractors and affiliates from and against any claim, loss, damages, theft, and liability pertaining to bodily injury, property damages, personal injury or any other type of claim arising out of or occurring in connection with **Independent Contractor’s** business or services provided to **Matrix** including those arising before or after completion of contracted services or arising out of the use of **Matrix’s** equipment, tools, lifts, or scaffolding, whether or not occasional or contributed in whole or in part by reason of any act or omission of anyone acting on behalf or through **Independent Contractor**. Such indemnification shall include but not limited to attorney’s fees incurred in an arbitration proceeding or trial, or appellate proceedings in defending such claims. **Independent Contractor** specifically waives any statutory immunity conferred upon it as an employer under any workers’ compensation act (including but not limited to the Maine Workers’ Compensation Act, 39-A.M.R.S.A. $104, and its successors, The New Hampshire Workers’ Compensation Act, and the Massachusetts Workers’ Compensation Act).

**Independent Contractor** shall be his/hers/its own expense; maintain a policy of insurance for this purpose and for general liability purposes providing coverage in the minimum amount of one million dollars ($1,000,000.00) per occurrence. **Independent Contractor** agrees that this insurance will be in such form and with such carriers satisfactory to **Matrix**. All such insurance policies will be primary in the event of a loss arising out of **Independent Contractor’s** performance and provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were separate policy covering each insured. **Independent Contractor** shall provide **Matrix** with valid Certificates of Insurance for all policies referenced in this paragraph 17 as well as all worker’s compensation policies **Independent Contractor** is required to maintain, which certificates of Insurance must be provided to **Matrix** before **Independent Contractor** commences work. **Matrix** shall be named as **an** additional **named** insured **on all such certificates of insurance and policies.**

18. **Dispute Resolution**

The parties must attempt in good faith to resolve all disputes relating to this Agreement through discussions and alternate disputes resolution according to the following procedures:

A. **Good Faith Discussions.** The complaining party shall notify the other party of the dispute and

there after the parties shall undertake good faith discussion through their authorized representatives for the purpose of resolving the dispute.

B. **Arbitration.** In the event that such dispute cannot be resolved through good faith discussions within thirty (30) days after notice of the dispute, such dispute shall be resolved by binding arbitration. All such unresolved controversies or claims shall be submitted for arbitration in Nashua, New Hampshire before a mutually acceptable neutral person not affiliated with either of the parties. If the parties are unable to agree upon a neutral person within twenty-one (21) days, then the dispute shall be submitted for arbitration under the authority and auspices of the Boston, Massachusetts office of the American Arbitration Association and in accordance with the Construction Industry Arbitration Rules of said association. Judgment upon any award rendered in any arbitration under this Agreement may be entered or enforced in any court having jurisdiction over the relevant parties. Each party shall pay its own respective costs in connection with any such arbitration and shall each pay half of any AAA fee, as well as any costs or fees charges by the arbitrator or incurred as part of any hearing such as conference room fees, etc. **The arbitrator may award the prevailing party attorney’s fees and costs.** A prevailing party will be defined as a claimant who receives an award for at least 75% of the claim sought or a respondent who successfully defends against a claimant’s receiving only 25% OR less of what the claimed amount is.

Resort to these alternate dispute resolution procedures shall not toll any requirement or period hereunder, or except as specifically provided in this section, suspend the exercise of any rights either party may have under this Agreement. Notwithstanding the obligation to arbitrate any and all disputes, such obligation does not preclude either party from seeking injunctive relief in court to avoid economic injury or other injury during the pendency of good faith discussions or arbitration. Notwithstanding any other provision contained within this contract section, the determination as to whether

any particular dispute will be arbitrated or litigated will be made by the sole written election of **Matrix.**

19. **Non-Waiver**

Failure of any party at any time to require performance by the other party of any provision hereof shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement whether or not of the same or similar nature.

20. **Severability**

Each section, part term, and provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and such invalid sections, parts, terms, or provisions shall be deemed not to be a part of this Agreement. **Matrix** does not waive any term in this agreement by failing to enforce any term at any time

21. **Attorney’s Fees**

In the event that either party hereto shall file an action to enforce any provision of this Agreement or seek damages for breach hereof, the prevailing party shall be paid in addition to all other sums that may be required to be paid a reasonable sum for such prevailing party’s attorneys’ fees and costs, including without limitation, fees, and costs incurred in bankruptcy proceedings and on appeals. A prevailing party will be defined as a claimant who receives an award for at least 75% of the claim sought or a respondent who successfully defends against a claimant’s claim with the claimant receiving only 25% or less of what the claimant amount is.

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Joshua Moore, President Date

Matrix Interior Construction, Inc.

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**Independent Contractor** (Signature) Date

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**Print Name**