

Legal Note: The Documents here are provided for your information and that of your immediate family only. You are not permitted to copy any document provided to you. Each of these Documents provided are intended as general assistance in simple legal matters only. No document is intended to be used for any item, transaction, or other matter, where the total value of the item, transaction or matter is worth more than \$ 5,000.00. You are not authorized to use any document for any transaction which is in excess of \$ 5,000.00 in value or is not a simple matter. As a guideline to the meaning of simple, consider the following: if you can complete the document without any questions, it is likely a simple matter. However, if you need to ask any questions, you should consult with your Plan attorney. Do not speculate about completion of the blanks in this matter.

The information provided in the documents, and the instructions provided with each document are not intended to constitute legal advice. These documents are intended to assist consumers in protecting themselves in certain simple transactions, without incurring expensive attorneys fees. If you need legal advice, Plan Attorneys will be happy to provide a free legal consultation, at no cost, to you as a Plan member. Understand that if you contact a Plan Attorney, he/she may not advise you as to how to complete your documents. They may only be retained to prepare documents for you which they deem to be proper in your situation.

Certain documents can be completed with either a pen or a typewriter, unless indicated otherwise in the specific instructions. **You should not make changes or alterations to any documents, once you have completed the document.** You must complete a new document fully, even if you wish to make any changes, even a small change. If you make any changes to a document, you cannot be sure that the change conforms to legal requirements. For example, changes to a will, in some circumstances, may void the entire will, even if you intended to make the changes. Thus, it is a safer practice to make a new document, if you intend to make any changes.

If there are blanks which are not used or which contain no information, place an X, or a line through the blank. This ensures that no person can make unauthorized modifications to a document, by simply completing the blanks, and changing the entire crux of the document.

Certain documents may require a notary. Notaries are certified by each state, and can only operate in the states in which they are licensed to operate. An invalid notary may invalidate your document. Notaries serve the purpose of verifying that the signature of the person signing the document, is in fact, the person claiming to have signed the document. Certain institutions require a notary, even when state law does not. Be sure to check with the parties with whom you are dealing to see if they will require a notary. Banks often require notaries.

If you believe that you must record a document, you should consult with a Plan Attorney. No document provided here is intended for recording, and any such document must be prepared by a Plan Attorney. We have not included certain documents, despite repeated requests, because these documents require the skill and expertise of an attorney. These include trusts, deeds, Mortgages, Escrow Agreements and other documents. Always consult a Plan Attorney before drafting one of these documents on your own.

Contract With an Independent Contractor. The following numbered instructions match the numbers under the blanks in the form:

- (1) Enter the date the contract is signed and effective, which should be the same Date.
- (2) Enter the name(s) of the owner(s) [the person(s) for whom the work is being performed].
- (3) Enter the address (es) of the owner(s).
- (4) Enter the name of the contractor.
- (5) Enter the street address of the contractor.
- (6) Enter an explanation of what the contractor agrees to do. For instance, a contractor can agree to “supply all labor and materials, and pay all the license, permit, and other fees and expenses for the construction of a carport on owner’s property located at...”, etc.

If the contractor prepared a diagram of the work, attach the diagram to the contract as an exhibit. The diagram should be as close to scale as possible. The diagram should explain what materials the contractor will use in the project.

- (7) Enter terms of any warranty against defects in materials and workmanship. If the contractor is not making any such warranties, put “not applicable” here.
- (8) Enter the date for completion of the project.
- (9) Enter, in words and numbers, the amount of money that the owner is paying the contractor for the work the contractor will perform. Put the numbers in the parentheses.
- (10) Enter the terms of payment, such as payment in full upon completion of the work, payment in full before work begins, or a down payment of part of the price and the payment of the remainder upon completion of the work. See the sample bid, sample contract, and the explanation of the sample bid for a full discussion of this.
- (11, 12, 13, 14, 15) Enter, in words and numbers, an estimate of the amount of money that the contractor will spend on materials, licenses, permits, labor, and other expenses. Put the numbers in the parentheses.
- (16) If there was a written bid proposed by the contractor and accepted by the owner and the terms of that bid are the same as the terms of this contract, refer to the bid in this space. Give the date of the bid and say that the contract incorporates the bid by reference. If the contractor proposed a written bid with terms different from this contract or if the contractor did not propose any written bid, put “not applicable” here.
- (17,18,19) Enter the day, months, and year the parties sign the contract.
- (20) Enter the address where the parties sign the contract.
- (21) The owner(s) should sign his/her/their name(s) here.
- (22) The contractor should sign his or her name here, unless the contractor is a corporation, in which case, enter the name of the corporation here.
- (23) If the signer for the contractor signs on behalf of a corporation, the signer should enter the name of the corporation on Line 22, then sign his or her

name next to the word “By:” on Line 23, and indicate his or her position in the corporation (such as president, secretary, etc.) below Line 23. If the contractor is not a corporation, put “not applicable” on Line 23.

- (24) If the signer for the contractor is signing on behalf of a corporation and the corporation has a corporate seal, affix the corporate seal in this place.

If a diagram accompanies the contract, staple the diagram to the contract. Label the diagram “Exhibit A”, by writing that at the top of bottom. Both parties should sign and date the diagram.

After the parties sign two originals of the contract, each party should keep one original contract.

Contract With Independent Contractor

1. **Parties and date.** This contract is made and entered into on _____ (1)

_____, by _____ (2)

_____,

whose _____ address _____ (es) _____ is/are

_____ (3)

hereafter referred to as "owner," and _____ (4)

whose business street address is _____ (5)

hereafter referred to as "contractor." Even if there is more than one owner, they are referred to in the singular for the remainder of this contract.

2. **Consideration.** In consideration of the mutual promises and covenants contained in this contract, the parties agree to abide by all the terms and conditions of this contract.

3. **Work to be performed.** Contractor agrees to do the following: _____ (6)

4. **Workmanship-warranty.** The contractor will complete all work in a substantial and workmanlike manner according to standard practices in the contractor's trade, and the

work shall conform to all applicable building or other codes and regulations. Contractor warrants that the final product of contractor's work will be fit for the normal purposes for which it is intended. Contractor will warrant against defects in materials and labor for a period of _____ from the date of completion of the work.

(7)

5. **Materials.** If a diagram of the work is attached as an exhibit, all materials will be as specified on the attached exhibit. Whether or not there is an exhibit attached hereto, all materials will be of good quality. All materials will be new.

6. **Supervision of workers.** Contractor's authorized representative shall supervise all workers performing this work. All workers will be competent and skilled in their work.

7. **Completion date.** Contractor will complete all work on or before _____

(8)

_____. Contractor understands that time is of the essence in this contract. The owner shall extend this completion date if there are delays caused by acts of God, unavoidable circumstances, or the negligence of owner or owner's agents or employees other than contractor. The extension shall equal the length of the delay caused by any of the above factors.

8. **Payment.** For performing the work described above, owner shall pay contractor the Total sum of _____

(9)

_____ (\$_____),

to be paid as follows: _____

(10)

_____.
This bid is a firm bid. Contractor shall perform all his, her, or its obligations under this bid for the amount of this bid, and no more. Contractor will provide owner with copies of receipts for all materials which contractor purchases from other suppliers. Contractor estimates the following costs of materials, licenses, permits, labor, and other expenses:

Materials: _____ (\$_____)

(11)

Licenses: _____ (\$_____)

Permits: _____ (\$ _____)
(12)

Labor: _____ (\$ _____)
(13)

Other: _____ (\$ _____)
(14)

9. **Changes in contract.** No changes shall be made in the work proposed unless those changes are agreed to in writing by both contractor and owner, and unless any necessary adjustment of the price for this work is also agreed to in writing by both contractor and owner.

10. **Attorney's fees.** If either party incurs any costs or expenses, including reasonable attorney's fees, to enforce any provision of this contract, either before or after either party files a lawsuit, the losing party in any lawsuit, and the defaulting party if there is no lawsuit, agrees to pay the other party's costs and expenses, including reasonable attorney's fees at trial and on any appeal of any lawsuit.

11. **Complete agreement.** This contract is the complete and final agreement of the Parties regarding the above work. It replaces all other prior written or oral agreements between the parties, except: _____
(15)

12. **Relationship of parties.** Both owner and contractor agree that contractor is an independent contractor, not an employee of owner. Contractor will have control over the details and methods of the work. Owner's control is limited to satisfaction or dissatisfaction with the final work product. Contractor, not owner, is responsible for providing workers' compensation, unemployment insurance, social security, and other coverages and benefits for contractor and any workers contractor employs to work on this project.

13. **Liability.** Contractor, not owner, assumes all the risk involved in performing this contract, such as any injuries to contractor, workers, or members of the public from the use or condition of tools and equipment the contractor uses, or from any other causes. During the term of this contract, contractor agrees to carry public liability, workers' compensation, and employers' liability insurance in amounts acceptable to owner and in amounts required by all applicable laws. At owner's request, contractor will give owner certificates of insurance proving that contractor has this insurance and other coverage before contractor begins the work described in this contract. Contractor will also carry and, at owner's request, give owner proof of a surety bond in an amount acceptable to owner to cover owner for contractor's nonperformance of

any of the terms of this contract. Contractor shall hold harmless and indemnify owner for any loss to, or claims against, owner arising from the performance or nonperformance of this contract by contractor, or contractor's agents, employees, or officers. This indemnity includes losses or claims resulting from violation of any applicable laws, including laws regarding payment of federal, state, or other taxes, or contributions required by employment insurance, social security, or income tax laws.

14. **Assignment.** Any attempt by contractor to sell, assign, or in any way transfer contractor's rights or obligations in this contract without owner's prior written consent shall be void.

15. **Cleanup.** After completing the work described herein, contractor will clean all debris from the work area and leave the owner's property in a clean, safe, and sanitary condition.

16. **Date, place, and signatures.** IN WITNESS WHEREOF, the parties have signed this contract in duplicate, this _____ day of _____,
_____. (19) (17) (18)