

**INDEPENDENT CONTRACTOR AGREEMENT**

It is agreed by and between **Task Complete**, hereafter referred to as "**The Company**", and the applicant, hereafter referred to as “**The Contractor**”, that his or her role in the relationship to The Company will be that of an independent contractor.

**SECTION ONE**
Description of Work

The work to be performed by The Contractor includes all services generally performed by The Contractor in The Contractor's usual line of business, including, but not limited to, the following [include complete, detailed description of scope of work]: Errands, shopping, waiting at home, light housekeeping, home services, various tasks as approved and agreed upon.

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In the event The Contractor is unable to complete a scheduled assignment that The Contractor has previously accepted, The Contractor agrees to notify The Company via e-mail or phone at the earliest possible time so the job can be re-assigned.

The Company will not maintain direct supervision or control over the acts of The Contractor. The Contractor will determine the method, details, and means of performing the above described services, including but not limited to, transportation to and from each assignment.

**SECTION TWO**
Payment

The Company will pay The Contractor at the rate of \_\_\_ (\_\_\_) per hour. Once the contractor has worked consistently with client and performed a minimum of 30 hrs, the rate per hr increase to \_\_\_\_for the work to be performed under this Agreement. At the beginning of each assignment, when The Contractor is contacted, the rate for the assignment will be included. The Contractor may refuse any business that is offered him or her.

The Contractor is required to submit written itemized invoices to The Company on a regular basis every \_\_\_\_\_\_\_week \_\_\_\_\_\_\_ [week/month] for payment of specific work performed under this Agreement. The invoice is to include the following details: dates on which services were performed, the name of the client who services were provided to, the amount of time spent performing the service (not including travel time to or from the assignment), and a brief description of the services performed.

All invoices must be submitted by email. The email address to submit the invoice to is Kelly@taskcomplete.com. The Company agrees to pay the amount due to The Contractor for services within fifteen (15) days of confirmation of receipt of invoice for all services completed. Ongoing contractors will be compensated on a monthly basis.

It is recognized and agreed that in connection with the services to be performed for The Company, The Contractor may be obligated to expend money for travel or other business expenses, including but not limited to telephone expenses. The Contractor shall be solely liable and responsible for payment of the expenses and shall indemnify and hold The Company harmless from claims made by any entity for payment for such expenses incurred. The Company does not reimburse their Contractors for mileage or other travel expenses, including but not limited to, parking fees or tolls.

**SECTION THREE**
Relationship of Parties

The Contractor agrees to work as an independent contractor, accepting assignments on an as-needed basis. The Contractor is not an agent, employee, partner, or affiliate of The Company and The Company is not The Contractor’s employer. The Contractor is free to contract for similar services to be performed for other owners while under contract with The Company as long as services to be provided under this Agreement are not compromised. There are no other requirements nor office responsibilities other than those needed in the normal course of the business.

Based on The Contractor’s Independent Contractor status, The Company will not withhold or deduct any income tax, FICA, social security taxes, or any other taxes on any compensation The Contractor receives from working with The Company. The Company will provide The Contractor and all appropriate agencies a 1099 form for all income earned from The Company (from $600.00 and over) in a calendar year. It is the responsibility of The Contractor, not The Company**,** to pay all income taxes, including estimated taxes, when they become due and to provide The Company with a valid taxpayer ID number. The Contractor agrees to indemnify The Company for any claims, costs, losses, fees, penalties, interest, or damages suffered by The Company resulting from The Contractor’s failure to comply with this provision.

Independent Contractors are not entitled to the rights or benefits afforded to The Company’s employees, including disability or unemployment insurance, worker’s compensation, medical insurance, sick leave, or any other employment benefit.

**SECTION FOUR**
Liability

The work to be performed under this Agreement will be performed entirely at The Contractor's risk.  The Contractor assumes all responsibility for the condition of equipment, software and other items used in the performance of this Agreement, including but not limited to a cell phone, laptop computer, or The Company’s proprietary software.

The Contractor agrees to indemnify, defend and hold The Company harmless from any and all claims, judgments, damages, liabilities and costs caused by, arising out of, or in connection with its provision of services, including but not limited to transportation to and from the assignment and negligent acts, intentional acts, or omissions, including but not limited to leaving a client’s house door unlocked or stealing from a client’s office.

**SECTION FIVE**
Insurance

The Contractor is responsible for his/her own health, accident, vehicle, general liability, and other insurance, none of which is the obligation of The Company.  The Company has no responsibility or obligation to provide Workers’ Compensation for The Contractor or any agent or employee of The Contractor. The Contractor is responsible for having his/her own bond. Evidence of this bond shall be attached to this Agreement upon execution.

Where The Contractor requires the use of a vehicle(s) in the performance of work under this Agreement, The Contractor will, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to The Company, for property damage, bodily injury or death.

In the event the independent contractor fails to carry such insurance it shall indemnify and hold harmless The Company, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by independent contractor and its agents or employees.

**SECTION SIX**
Default

The Contractor agrees that they will complete accepted assignments in a timely and professional manner. Unsatisfactory complaints or actions reported about The Contractor by The Company’s clients, vendors, or others who do business with and on behalf of The Company, may result in contract termination.

If The Contractor attempts to contact one of The Company’s clients in an effort to conduct business with the client outside of The Company for the same type of services to be completed during the time that The Contractor is providing services on behalf of The Company’s clients, this will constitute a breach of this Agreement. This includes, but is not limited to, all forms of solicitation, such as handing out a business card, calling them, sending them information via email or through the Post Office, other person to person contact or other methods of communication.

Other adults or children who are not subject to this Agreement cannot accompany The Contractor while providing services for any reason at any time.

Should The Contractor breach this Agreement, the Company will stop all assignments immediately that have been scheduled for The Contractor. The Contractor agrees to indemnify, defend and hold The Company harmless from any and all claims, judgments, damages, liabilities and costs caused by, arising out of, or in connection with The Contractor’s breach of contract.

**SECTION SEVEN**
Confidential and Proprietary Information

The Contractor understands that in performing this Agreement, he/she may have access to confidential and proprietary information and trade secrets of The Company and others, including but not limited to names, facts or information about individuals, businesses and families participating in these assignments.  The Contractor may also have access to confidential and proprietary information of The Company.  It is agreed that the definition of confidential or proprietary information includes all documentary, electronic, or oral information made known to The Contractor through any activity related to this Agreement but shall not include information made available as public information.

The Contractor agrees not to reveal any confidential or proprietary information and understands that any such disclosure shall be considered a breach of this Agreement and also may subject The Contractor to legal action.  The Contractor agrees that if he/she receives a subpoena for divulgence of confidential or proprietary information, he/she shall notify The Company prior to divulgence.  The Contractor shall not divulge, disclose, copy, sell, or otherwise make use of any confidential or proprietary information (including but not limited to the above) of The Company or its staff.

This section shall survive this Agreement and shall remain in force for five (5) years.

**SECTION EIGHT**
Duration

This Agreement shall be in force for a period of \_\_ [number of weeks/months] from \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.  Either party may cancel this Agreement by providing \_\_\_\_\_\_\_ (\_\_14\_\_\_) days' written notice to the other party that is sent by either registered or certified mail.

**SECTION NINE**

Governing Law

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

The prevailing party in any party arising out of this agreement shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and costs incurred in such legal proceedings from the non-prevailing party.

This Agreement represents the entire agreement of the parties and may not be amended unless the same shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Contractor                                                    **Task Complete**

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Signature                                                                        Authorized Signature

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Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Taxpayer Identification Number (Social Security or Employer Identification Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Telephone Number