**INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS, Native Interiors, LLC ("Native") intends to contract with

**(Independent Contractor -- "IC")**

for the performance of certain tasks;

WHEREAS, IC's principal place of business is located at the following address:

**Address, City, State Zip**

WHEREAS, NATIVE's principal place of business is located at the following address:

**1455 E University Dr, Mesa, AZ 85203**

WHEREAS, IC declares that they are engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement;

WHEREAS, IC declares that IC is engaged in other activities for other clients/employers and that NATIVE is not IC's sole and only client or customer or source of income.

THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

1. **SERVICES TO BE PERFORMED.** NATIVE engages IC to perform the following tasks or

services: Installation services and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. **TERMS OF PAYMENT.** NATIVE shall pay IC at an agreed upon price that will vary job to job according to the following terms and conditions. NATIVE agrees to pay IC within thirty days of receipt. IC agrees to refund NATIVE any amounts paid by NATIVE to IC in the event that NATIVE does not receive full payment from NATIVE’s client due to any dissatisfaction with IC’s performance. Alternatively, IC agrees that NATIVE may withhold from IC any unpaid compensation due from NATIVE in an amount equal to payment(s) not received from NATIVE’s client due to any dissatisfaction with IC’s performance.

3. **GENERAL SUPERVISION.**  NATIVE retains the right to inspect, to stop work, to prescribe alterations and generally to supervise the IC’s work to insure its conformity with that specified herein.

4. **NO PAYROLL OR EMPLOYMENT TAXES.** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

5. **INSURANCE.** Upon execution of this Agreement, and prior to IC commencing any work or services with regard to the performance of certain tasks, IC will provide insurance with the minimum limits and coverages as shown below, insuring NATIVE by companies acceptable to NATIVE, and providing that the insurer(s) must give NATIVE at least 30 days prior written notice of cancellation and termination of IC’s coverage.

Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, IC shall supply NATIVE with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of NATIVE as set forth above. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to NATIVE. All of IC’s insurance carriers must maintain an A.M. Best financial rating of “A-“ or better.

1. COMMERCIAL GENERAL LIABILITY: Upon execution of this Agreement, and prior to IC commencing the performance of certain tasks, IC shall carry Commercial General Liability insurance on ISO Form CG 00 01 1001 (or a substitute form providing equivalent coverage). IC shall provide NATIVE with a Certificate of Insurance and Additional Insured Endorsement on ISO Forms CG 20 10 1185 (or a substitute form providing equivalent coverage) or on the combination of ISO Forms CG 20 10 1001 and CG 20 37 1001 (or substitute forms providing equivalent coverage) naming NATIVE as Additional Insured on a Primary and Noncontributory basis. Coverage is to be maintained for no less than two years after completion of the performance of certain tasks, or the expiration of the Statute of Limitations pursuant to Arizona Law.

The coverage available to NATIVE, shall have minimum limits of:

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and will include a Per Project Aggregate with ISO endorsement CG2503. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by IC.

1. WORKERS' COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE: Workers Compensation coverage to be provided as required by law; Employers Liability coverage shall have minimum limits of $500,000 for bodily injury caused by accident and $500,000 for bodily injury by disease.
2. BUSINESS AUTO LIABILITY INSURANCE: Shall have a minimum limit of $1,000,000 each accident for all owned, hired and non-owned units.
3. UMBRELLA LIABILITY INSURANCE: Shall have a minimum limit of $1,000,000 each occurrence and $1,000,000 aggregate limit, with a retention no greater than $10,000.
4. PROPERTY INSURANCE: It is agreed that IC shall purchase and maintain property insurance for material and equipment stored off-site, in transit, and/or used and left at the job site. IC waives all rights of subrogation against NATIVE for loss of or damage to IC’s work, tools, machinery, equipment, materials or supplies.
5. WAIVER OF SUBROGATION: IC shall obtain from each of its Insurers a waiver of subrogation on Commercial General Liability and Workers' Compensation in favor of NATIVE with respect to losses arising out of or in connection with the performance of certain tasks.

IC will obtain evidence of equivalent insurance coverage from each of IC’s Subcontractors or Suppliers, if any, before permitting them on the site of the project. Otherwise, the insurance protection for IC’s Subcontractors or Suppliers must be included within IC’s insurance policies.

It is understood and agreed that the insurance coverages and limits required above shall not limit the extent of IC’s responsibilities and liabilities specified within the Contract Documents or by law.

It is understood and agreed that authorization is hereby granted to NATIVE to withhold payments to IC until a properly executed Certificate of Insurance providing insurance as required herein and accompanied by a signed subcontract or purchase order are received.

IC’s obligations within this Contract shall not be altered or relieved by IC’s failure to provide the coverages required by this Contract.

6. **NO BENEFITS.** NATIVE will not provide any of the standard compensation benefits made available to their full-time employees.

7. **RESTRICTIONS:**

(a) **Non-solicitation.** During the term of contract and for six months following termination of agreement with NATIVE, IC shall not solicit, nor contract to perform in the future, any business competitive with that of NATIVE, from any of NATIVE's clients: (1) that IC had personal contact with as a result of his or her engagement with NATIVE; or (2) about whom IC learned information about needs, requirements, personnel and other information that NATIVE had gathered in order to provide service to such clients. These restrictions shall apply to all manner of business activity for a profit which IC may be involved in, directly or indirectly.

(b) Confidentiality. The IC agrees to treat as confidential, and not use or disclose, for any purpose other than as provided for in this Agreement, any Confidential Information of NATIVE, that the IC may receive or otherwise has access to hereunder, without the written consent of NATIVE. Without acting as a limitation to the foregoing, the IC understands and agrees that any documentation or information provided by NATIVE, including without limitation information about previous NATIVE work, business plans, services, customers, sales information, and the fact of, and nature of, this transaction and these negotiations, are proprietary and confidential to NATIVE and shall be deemed Confidential Information of NATIVE and subject to the obligations under this Section 7(b). The foregoing obligations shall not apply to Confidential Information which: (a) is or becomes publicly known through no fault of the IC; (b) is learned by the IC from a third party entitled to disclose it; (c) is known to the IC prior to disclosure by NATIVE; (d) is developed by or for the IC independently of information received from NATIVE; or (e) is approved for release by written authorization of NATIVE. “Confidential Information” means information of a confidential or proprietary nature which is disclosed by NATIVE to the IC, including but not limited to, matters of a technical nature such as trade secrets, methods, data and know-how, and documentation; matters of a business nature, such as information about costs, purchasing, profits, marketing, sales, strategies, and lists of actual or potential customers; such other information as may be disclosed that is not generally ascertainable from public or published information or trade sources; and any other information designated by NATIVE as confidential.

8. **TERMINATION.** This agreement shall end upon the completion of IC’s project(s) with NATIVE’s client, as determined solely by NATIVE. Either party may terminate this Agreement at any time on fourteen (14) days prior written notice to the other. NATIVE may terminate the Agreement immediately if NATIVE determines, in its sole discretion, that performance or defect related issues exist which may jeopardize NATIVE’s relationship with their client(s).

Agreed to this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Native Interiors, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_