

## **Implementation Guide: Independent Contractor Agreement**

### **Purpose:**

This guide ensures the proper implementation and consistent use of the Independent Contractor Agreement to protect your business and mitigate liability.

### **1. Steps to Implement the Agreement**

1. Prepare the Agreement:
  - Customize the Agreement with your company's details, payment terms, and specific requirements.
2. Introduce to Contractors:
  - Provide a copy of the Agreement to contractors during onboarding or when assigning a new job.
  - Allow time for them to review and ask questions.
3. Collect Proof of Insurance:
  - Verify that the contractor has valid insurance policies (General Liability, Workers' Compensation, and Commercial Vehicle Insurance).
  - Keep a copy of their insurance certificates on file.
4. Conduct Pre-Job Inspections:
  - Walk through the site with the contractor to identify hazards and clarify the scope of work.
  - Ensure they understand safety protocols and regulatory compliance requirements.
5. Maintain Signed Copies:
  - Store signed agreements securely, both physically and digitally, for easy access.

### **2. Additional Steps to Mitigate Liability**

1. Provide Training:
  - Ensure contractors are trained in pressure washing and soft washing techniques, including the safe handling of chemicals.
  - Share company-specific Standard Operating Procedures (SOPs).
2. Enforce Safety Requirements:
  - Require the use of PPE, including gloves, goggles, and non-slip footwear.
  - Ensure fall protection for roof or elevated work.
3. Require Job Documentation:
  - Have contractors submit before-and-after photos of each job.
  - Maintain a record of completed work to protect against client disputes.
4. Implement Periodic Evaluations:

- Regularly assess contractor performance to ensure quality and compliance with company standards.

5. Protect Your Data:

- Train contractors on the importance of client confidentiality and secure data handling.

- Limit access to sensitive business information.

6. Verify Compliance:

- Confirm adherence to local environmental regulations regarding wastewater and chemical runoff management.

- Use containment systems to prevent runoff contamination.

[Document Below]

## **Independent Contractor Agreement**

This Independent Contractor Agreement (“Agreement”) is entered into on this \_\_\_\_ day of , 20\_\_\_\_, by and between:

[Your Company Name] (“Company”), with a business address at [Your Address], and [Contractor’s Name] (“Contractor”), with a mailing address at [Contractor’s Address].

### **1. Scope of Work**

The Contractor agrees to perform the following services (“Work”):

- Pressure washing, soft washing, and related cleaning services as outlined in specific work orders.
- Safe and proper use of chemicals and equipment provided by the Contractor or the Company (as agreed).

The Contractor shall complete the Work according to industry standards and the Company’s requirements.

### **2. Independent Contractor Relationship**

- The Contractor is an independent contractor, not an employee, and shall be solely responsible for their taxes, insurance, and benefits.
- The Contractor will determine the methods and means by which the Work is performed, within the scope outlined by the Company.

### **3. Payment Terms**

- The Contractor will be paid \$\_\_\_\_ per [hour/job/project] upon successful completion of each job.
- Payment will be made within \_\_\_\_ days of invoice submission.
- Incomplete or substandard work will result in a reduction or withholding of payment until resolved.

### **4. Insurance Requirements**

The Contractor must maintain the following insurance policies and provide proof before commencing Work:

- General Liability Insurance with a minimum coverage of \$\_\_\_ per incident.
- Workers 'Compensation Insurance (if applicable).
- Commercial Vehicle Insurance (if applicable).

## **5. Liability and Indemnification**

The Contractor agrees to indemnify and hold harmless the Company, its employees, and agents from any claims, damages, or legal actions resulting from the Contractor's actions, including but not limited to:

- Property damage
- Personal injury
- Violations of environmental regulations

## **6. Tools and Equipment**

- The Contractor will provide their own tools and equipment unless otherwise agreed upon by the Company.
- Any equipment provided by the Company must be returned in the same condition as received, excluding normal wear and tear.

## **7. Compliance with Laws and Regulations**

The Contractor must comply with all federal, state, and local laws, including but not limited to:

- OSHA safety guidelines
- Environmental regulations regarding wastewater and chemical disposal

## **8. Confidentiality**

The Contractor agrees not to disclose any confidential or proprietary information about the Company or its clients.

## **9. Termination**

Either party may terminate this Agreement with \_\_\_ days 'written notice. Immediate termination may occur if the Contractor fails to follow safety guidelines, insurance requirements, or the scope of work.

Acknowledgment:

The Contractor acknowledges that they have read and understood this Agreement and agree to its terms.

Company Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_