

## INDEPENDENT CONTRACTOR AGREEMENT

Residential Essentials

This Independent Contractor Agreement ("Agreement") is between:

Residential Essentials ("Company")

and

\_\_\_\_\_ ("Contractor").

### 1. RELATIONSHIP

1.1 The Contractor is an independent contractor and not an employee, partner, or agent of the Company.

1.2 The Contractor:

- Is responsible for their own taxes, CPP, EI, and any other remittances,
- Is not entitled to Company benefits or vacation pay,
- Is free to provide similar services to other clients.

### 2. SERVICES

2.1 The Company may from time to time offer the Contractor specific jobs, such as junk removal, moving help, cleaning, minor repairs, car detailing, lawn care, snow removal, or similar services ("Services").

2.2 The Contractor is free to accept or decline each job.

2.3 The Contractor will:

- Perform the Services in a professional, safe, and lawful manner,
- Provide their own tools, supplies, and vehicle unless otherwise agreed,
- Be responsible for any helpers they bring onto a job.

### 3. CONTROL OF WORK

3.1 The Contractor is responsible for how the work is performed, subject to:

- Safety rules,
- Reasonable customer service standards,
- Scope and timing agreed for each job.

3.2 The Contractor has no authority to bind the Company to any contracts or promises beyond what the Company has approved in writing.

### 4. FEES & PAYMENT

4.1 For each job, the Company will communicate:

- The scope of work,
- The rate (flat rate, hourly rate, or percentage),
- Any special conditions (dump fees, travel, etc.).

4.2 Unless otherwise agreed:

- The Company will collect payment from the customer, and

- The Company will pay the Contractor their share within \_\_\_\_\_ days after successful completion of the job and receipt of payment from the customer.

4.3 The Contractor is solely responsible for reporting and paying all applicable taxes on amounts paid under this Agreement.

## 5. INSURANCE & WORKERS' COMPENSATION

5.1 The Contractor must, at their own cost, maintain appropriate insurance for their business, including:

- Commercial General Liability (CGL) insurance with limits not less than \$\_\_\_\_\_ per occurrence,

- Vehicle insurance suitable for commercial use if using a vehicle for work.

5.2 The Contractor is responsible for any required workers' compensation/workplace injury coverage for themselves and their workers, if applicable.

5.3 Upon request, the Contractor will provide proof of insurance and coverage to the Company.

## 6. SAFETY & COMPLIANCE

6.1 The Contractor will:

- Comply with all applicable laws, regulations, and safety standards,
- Use appropriate personal protective equipment (PPE),
- Immediately report any incident, injury, or property damage occurring on a job.

6.2 The Contractor must refuse any work that is clearly unsafe or illegal and notify the Company.

## 7. DAMAGE, CLAIMS & INDEMNITY

7.1 The Contractor is responsible for any damage to customer property, vehicles, or third parties caused by:

- The Contractor's negligence, or
- The negligence of any person working under the Contractor.

7.2 The Contractor agrees to indemnify and hold harmless the Company, its owners, and employees from any claims, losses, or costs (including legal fees) arising from:

- The Contractor's acts or omissions,
- Property damage or personal injury caused during performance of the Services,
- Failure to maintain proper insurance or required registrations.

7.3 If a customer claim arises:

- The Contractor will cooperate with the Company's investigation,
- The Contractor will cooperate with any insurer handling the claim.

## 8. CONFIDENTIALITY & NON-SOLICITATION

8.1 The Contractor may receive access to customer contact information, pricing, and other business information ("Confidential Information"). The Contractor agrees not to disclose or misuse this information except as needed to perform the job.

8.2 During this Agreement and for 12 months after the last job performed, the Contractor will not:

- Directly solicit Company customers they met through the Company for similar services, for the purpose of bypassing the Company, without the Company's written consent.

## 9. EQUIPMENT & EXPENSES

9.1 Unless otherwise agreed in writing, the Contractor will supply:

- Their own tools and equipment,
- Their own vehicle and fuel,
- Their own phone/data.

9.2 Any special expenses approved by the Company in advance (dump fees, rentals, etc.) will be reimbursed according to receipts.

## 10. TERM & TERMINATION

10.1 This Agreement begins on the date last signed below and continues until terminated.

10.2 Either party may terminate this Agreement at any time, with or without cause, by giving written notice. Any jobs already accepted must still be completed unless the Company cancels in writing.

10.3 The Company may terminate immediately for cause, including:

- Serious safety issues,
- Theft or fraud,
- Harassment, discrimination, or abusive behaviour toward customers or staff,
- Repeated no-shows or late arrivals.

## 11. GOVERNING LAW

11.1 This Agreement is governed by the laws of the Province of Manitoba and the laws of Canada applicable there.

11.2 Any disputes will be resolved in the courts of Manitoba, unless the parties agree in writing to another method.

## 12. ENTIRE AGREEMENT

12.1 This Agreement contains the entire understanding between the parties and replaces any prior verbal or written arrangements on the same subject.

SIGNED BY:

Contractor:

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

Business Name (if any): \_\_\_\_\_

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

Phone / Email: \_\_\_\_\_

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

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

Residential Essentials (Company):

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

Title: \_\_\_\_\_

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

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