



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement is between S&H Remodeling, Inc., an Illinois S-Corporation, and any of its subsidiaries, affiliates, or other corporations controlled directly or indirectly by S&H Remodeling, Inc. (the “Company”), and your company (the “Contractor”) and any of its subsidiaries, affiliates, or other corporations controlled directly or indirectly by the Contractor.

RECITALS

The Company is in the business of managing their Clients’ residential portfolios and all the necessary repairs required for the properties to become 100% rent ready.

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

- (a) Engagement. The Company retains the Contractor to provide, and the Contractor shall provide, the services and repairs described in the bid documents. The bid documents will be defined as Exhibit A in this Agreement.
- (b) Services. Without limiting the scope of Services described in Exhibit A, the Contractor shall:
 - (i) Perform or manage by subcontractors the Services and repairs set forth in Exhibit A regarding all new rent ready or sell as is properties. However, if a repair or service is omitted in the original Exhibit A documents for any reason, the Contractor will be responsible for not only identifying the omitted repair or service but also will be required to have the repair and service completed in said property by following company policies and procedures;
 - (ii) devote as much productive time, energy, and ability to the performance of his duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
 - (iii) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order;
 - (iv) communicate with the Company about progress the Contractor has made in performing the Services;



- (v) meet or exceed construction cycle times set forth by the company;
 - (vi) supply all tools, equipment, and supplies required to perform the tenant work orders that arise, except if the Contractor's work must be performed on or with the Company's equipment;
 - (vii) manage all tenant scopes of work that arise and require repairs for proper mechanical function;
 - (viii) ensure that all materials and equipment furnished to [his][her][its] personnel are of good and merchantable quality, unless otherwise agreed by the Company;
 - (ix) ensure all materials purchased by Contractor or sub-contractor meets or exceeds approved product specifications;
 - (x) provide services (including the Services) and end products that are satisfactory and acceptable to the Company and free of defects; and
 - (xi) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Company when Contractor is awarded to perform repair services directly on their own awarded properties. When sub-contractors and other crews are awarded the property to perform services, the Contractor will ensure that the sub-contractor will remove, replace, or correct all or any portion of the work or end products found defective or unsuitable. Contractor will manage and follow the Company's quality control standards and hold all sub-contractors responsible for any repairs or material defects supplied or performed by sub-contractor;
- (c) Legal Compliance. The Contractor shall perform the Services in accordance with standards prevailing in the Company's industry, and in accordance with applicable laws, rules, or regulations. The Contractor shall comply with those standards, laws, rules, or regulations.
- (d) Company's Obligations. The Company shall make timely payments of amounts agreed upon by the S&H Remodeling Project Manager (PM) and the Contractor by way of Purchase Orders (POs). Any additional work performed must be reflected in a change order and will be paid out via PO through the Company at the time of completion.

2. TERM AND TERMINATION.

- (a) Term. This agreement will become effective as of date of Contractor signature. This agreement will continue until the Services have been satisfactorily completed and the Contractor has been paid in full for such services. This agreement will continue indefinitely and govern all properties and projects the company requests contractor's services for.
- (b) Termination. This agreement may be terminated:



(i) the Contractor must provide a 30-day written notice to the Company if Contractor decides to terminate this agreement to allow the Company to prepare for any changes.

(ii) by the Company at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this agreement.

(iii) automatically, on the death of the Contractor.

(c) Effect of Termination. After the termination of this agreement for any reason, the Company shall promptly pay the Contractor for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

(a) Terms and Conditions. The Company shall pay the Contractor in accordance with any purchase orders issued by the Company relating to individual scopes of work awarded.

(b) No Payments in Certain Circumstances. No payment will be payable to the Contractor under any of the following circumstances:

(i) under applicable government law, regulation, or policy;

(ii) if the Contractor did not directly perform or complete the Services described in Exhibit A or fails to meet any of the outlined services listed above which the Company has engaged the Contractor to complete;

(iii) if the Contractor did not perform the Services to the reasonable satisfaction of the Company; or

(iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

(c) No Other Compensation. The compensation set out above and described by all POs will be the Contractor's sole compensation under this agreement.

(d) Expenses. Any ordinary and necessary expenses incurred by the Contractor or his staff in the performance of this agreement will be the Contractor's sole responsibility.



- (e) Taxes. The Contractor is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Contractor under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Company has no obligation to pay or withhold any sums for those taxes.
- (f) Other Benefits. The Contractor has no claim against the Company under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP.

- (a) Independent Contractor Status.
 - (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
 - (ii) The Contractor has the sole right to control and direct the means, details, manner, and method by which the Services will be performed. The Contractor or the Contractor's staff shall perform the Services, and the Company is not required to hire, supervise, or pay any assistants to help the Contractor perform those Services. The Contractor shall provide insurance coverage for himself and his staff.

5. CONFIDENTIAL INFORMATION.

- (a) Confidentiality. During the Term, the Contractor may have access to or receive certain information of or about the Company that the Company designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Contractor ("Confidential Information"). Confidential Information includes information relating to the Company or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Contractor will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill his obligations in this agreement. In addition, the Contractor shall use due care and diligence to prevent the unauthorized use or disclosure of such information.



- (b) Contractor will not solicit Company's clients for independent work during the active agreement and once contract is terminated. Company's Client's will not be approach in anyway by Contractor and Contractor will not offer direct services to Company's clients.
- (c) Remedy. Money damages may not be a sufficient remedy for any breach of this section by the Contractor and, in addition to all other remedies, the Company may seek (and may be entitled to) as a result of such breach, specific performance and injunctive or other equitable relief as a remedy.

6.REPORTING.

The Contractor shall report to the Project Manager assigned to the subject property or such other officer or employee as may be designated by the Company. The Contractor shall provide a weekly Report oral summary report to the Company on his progress. Reports shall consist of full updates of each property's progress.

7.RETURN OF PROPERTY.

Within 7 days of the expiration or earlier termination of this agreement, the Contractor shall return to the Company, retaining no copies or notes, all Company products samples, models, property, and documents relating to the Company's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Contractor during and in connection with his work with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and related items relating to the Company's business, whether prepared by the Contractor or by others, remain the Company's exclusive property.

8.INDEMNIFICATION.

- (a) Of Company by Contractor. At all times after the effective date of this agreement, the Contractor shall indemnify the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "Company Indemnitees") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that any Company Indemnitee may incur and that arise from:
 - (i) the Contractor's gross negligence or willful misconduct arising from the Contractor's carrying out of his obligations under this agreement;
 - (ii) the Contractor's breach of any of his obligations or representations under this agreement;
or



- (iii) the Contractor's breach of his express representation that his is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor or the Company resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Contractor's earnings if the Contractor had been on the Company's payroll and employed as a Company employee.

- (b) Of Contractor by Company. At all times after the effective date of this agreement, the Company shall indemnify the Contractor and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns (collectively, the "Contractor Indemnitees") from all Claims that the Contractor Indemnitees may incur arising from:
 - (i) the Company's operation of its business;
 - (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
 - (iii) the Company's breach of any of its obligations or representations under this agreement. However, the Company is not obligated to indemnify the Contractor if any of these Claims result from the Contractor's own actions or inactions.

9.FORCE MAJEURE.

A party will be not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

10.GOVERNING LAW.

- (a) Choice of Law. The laws of the state of Illinois govern this agreement (without giving effect to its conflicts of law principles).



- (b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in McHenry, Illinois.
- (c) Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

11.AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

12.ASSIGNMENT AND DELEGATION.

- (a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section 14, it is void.

13.COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

14.SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.



15. NOTICES.

- (a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.
- (b) Addresses. A party shall address notices under this section 17 to a party at the following addresses:

If to the Company:

Jason Eckhorn/Vice President
15 Hanson Road
Algonquin, Illinois 60102
jasoneckhorn@gmail.com

If to the Contractor:

Name & address as filled out on the S&H onboarding page

- (c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

16. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

17. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.



18. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

19. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

20. NECESSARY ACTS; FURTHER ASSURANCES.

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

Contractor Signature

Date

Jason Eckhorn, Owner

S&H Remodeling, Inc.