**PROJECT MANAGER**

**INDEPENDENT CONTRACTOR AGREEMENT WITH ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

This Agreement is entered into as of the 15th day of **\_\_\_\_\_\_\_\_\_\_\_\_**, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Company”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“the Contractor”).

Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

Written Reports. The Company may request that project plans, progress reports and a final results reports be provided by the Contractor on a weekly basis according to what the Company has provided. A final results report shall be due at the conclusion of each project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.

Confidentiality. The Contractor acknowledges that during the engagement he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company’s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or under his control. The Contractor further agrees that he will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his relationship to the Company and of the services hereunder.

Conflicts of Interest; Non-hire Provision. The Contractor represents that he is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his productive time, energy and abilities to the performance of his duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company but the Company’s expectations will not be reduced. For a period of twelve months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company’s employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company’s employment or contractual engagement within one year of such employment or engagement.

Termination. The Company may terminate this Agreement at any time by 10 working days’ written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder. The Contractor shall have no claim against the Company hereunder 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.

Insurance. The Contractor will carry liability insurance relative to any service that he performs for the Company.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in \_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: NAME

ADDRESS

If to the Company: NAME

ADDRESS

Any party hereto may change its address for purposes of this paragraph by written

notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Company Client

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

President

**SCHEDULE A**

**DUTIES, TERM, AND COMPENSATION**

DUTIES: The Contractor will report directly to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to any other party designated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

The Company requests, and the Contractor agrees to, the following duties:

* Interact with other stakeholders (including but not limited to contractors, sub-contractors, supply vendors, architects, engineers, designers, and regulatory bodies) as necessary to perform overall management and coordination of construction projects
* Select vendors/contractors for each job based on competitive bidding
* Estimate, track, and maintain project costs and schedules
* Manage changes to scope, cost, and schedule
* Monitor and maintain high performance of all vendors/contractors
* Pay for completed work/materials in an accountable way
* Progress reports including completed/planned activities and pictures

TERM: This engagement shall commence upon execution of this Agreement and

shall continue in full force and effect through **\_\_\_\_\_\_\_\_\_\_\_\_** or earlier upon completion of the Contractor’s duties under this Agreement. The

Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this

Agreement.

COMPENSATION:

As compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor per project. Such compensation shall be payable as follows for services rendered in the amounts as invoiced by the Contractor and approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or any other party designated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

1. 5% of total budget paid in 3 different phases:
   1. $500 deposit per house
   2. $500 at sale of house
   3. Difference between A & B paid at end of rehab
   4. (ADD ANYTHING OR CHANGE WHAT YOU WANT HERE)

PROJECTS:

LIST PROJECTS HERE