



## **INDEPENDENT CONTRACTOR/VENDOR AGREEMENT**

The undersigned ("Vendor") acknowledges that Gift of Time Ohio Premier Concierge LLC, an Ohio corporation, may from time to time refer its customers and clients to a Independent Contractor/Vendor.

### **A. RATE**

In consideration of the Services to be performed by independent contractor under this Agreement *Gift of Time Ohio Premier Concierge* will pay independent contractor the flat rate of (\_\_\_\_\_specify per job) or at the rate of (\_\_\_\_\_specify) per hour for time spent on independent contractor Services. Independent contractor shall submit written, signed reports of the time spent performing independent contractor Services, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. *Gift of Time Ohio Premier Concierge* shall pay independent contractor the amounts due pursuant to submitted reports within (\_\_\_\_\_specify) after such reports are received by the *Gift of Time Ohio Premier Concierge*.

### **B. SERVICES**

Independent Contractor acknowledges and agrees that referrals from Gift of Time Ohio Premier Concierge LLC to Independent Contractor are in no way a guarantee of business. Independent Contractor further acknowledges and agrees that Gift of Time Ohio Premier Concierge LLC does not own, operate or in any manner exercise any control or influence over Independent Contractor and, therefore, Gift of Time Ohio Premier Concierge LLC shall not be responsible for the acts or omissions of Independent Contractor or its employees, agents or contractors. Independent Contractor will assume all attorneys and/or legal fees to prevailing party in event of breach of this contract, whether or not legal suit results.

As a member of Gift of Time Ohio Premier Concierge LLC's Preferred Independent Contractor Network, Independent Contractor will agree to provide the very best in quality services and exceptional customer care. Independent Contractor shall work with each Gift of Time Ohio Premier Concierge LLC customer as a preferred customer and will represent Gift of Time Ohio Premier Concierge LLC quality standards as they would their own. Likewise, any third party vendors or service professionals that Independent Contractor chooses to partner with in the provision of services for Gift of Time Ohio Premier Concierge LLC clients shall ensure that third-party Independent Contractor is aware of the quality and customer service standards expected. Unsatisfactory complaints or actions reported about Independent Contractor or services provided may result in contract termination. Poor service and quality standards are unacceptable.

### **C. INDEMNIFICATION AND HOLD HARLESS**

To the fullest extent permitted by law, Independent Contractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the Gift of Time Ohio Premier Concierge LLC and any of their officers, directors, employees, agents, affiliates, subsidiaries and partners from

and against all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the Vendor's under this subcontract, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused by any act omissions of the Independent Contractor, its employees, agents or subcontractors or anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable.

The Independent Contractor hereby acknowledges its obligation under the foregoing paragraph to indemnify Gift of Time Ohio Premier Concierge LLC against judgments suffered because of the Vendor's work and to assume the cost of defending Gift of Time Ohio Premier Concierge LLC against claims as described in the foregoing paragraph.

Vendor is an independent contractor. Gift of Time Ohio Premier Concierge LLC and Vendor agree that no terms contained in this Agreement or in any other Subcontract Document may be construed or interpreted as creating a joint venture, partnership, or other business entity between the parties, nor shall any provisions in the Subcontract Documents be interpreted as making either party an employee, servant, or agent for the other, nor hindering either party from carrying on its respective business, nor creating any relationship other than that of a contractor and subcontractor on a construction project.

**D. CONSULTANT'S TAXPAYER ID NUMBER**

The taxpayer I.D. number of the independent contractor is (\_\_\_\_\_specify). The independent contractor is licensed to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, permits and registrations to perform same.

**E. INSURANCE**

The Independent Contractor will carry general liability, automobile liability, and must be bonded.

In the event the independent contractor fails to carry such insurance it shall indemnify and hold harmless *Gift of Time Ohio Premier Concierge*, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by independent contractor and its agents or employees.

**F. ADDITIONAL CONDITIONS**

Except as expressly provided herein, the Parties agree that from the execution date of this Agreement and for two (2) years thereafter, the Receiving Party shall not intentionally, selectively and specifically solicit or promote or distribute any of its promotional material, mailing or e-mail addresses, phone or fax numbers; or intentionally, selectively and specifically engage in commerce competitively with the Disclosing Party as specifically related to any executable business agreement between the Receiving and Disclosing Parties; to any active client that the Disclosing Party has revealed in writing, verifiably shown to have been received by the Receiving Party, without the prior consent of the Disclosing Party. Additionally both Parties agree not to hire, solicit nor attempt to hire or solicit the services of any employee, subcontractor or vendor of either Party without the prior written consent of the other Party. Both parties agree to bind their respective employees to adhere to the provisions of this agreement.

Gift of Time Ohio Premier Concierge LLC and Vendor hereby accept and agree to the terms of this agreement as of the day of:\_\_\_\_\_.

**VENDOR**

**GIFT OF TIME OHIO PREMIER  
CONCIERGE LLC**

\_\_\_\_\_  
[Name of Entity]

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

Name:

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

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

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

Name:

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

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



**REFERENCES:**

Please give us the names of three clients (either current or within the past six months).

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

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

Telephone Number: (    ) \_\_\_\_\_

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

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

Telephone Number: (    ) \_\_\_\_\_

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

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

Telephone Number: (    ) \_\_\_\_\_

Please attach your company brochure and business card so that we may add it to your file.

**THANK YOU!**