

ODYSSEY CONTRACTING

INDEPENDENT CONTRACTOR AGREEMENT

THIS PACKAGE CONTAINS THE DOCUMENTS THAT MUST BE COMPLETED BEFORE YOU CAN START ANY WORK FROM OUR COMPANY

PLEASE REVIEW AND INITIAL OR SIGN WHERE INDICATED. ONCE WE HAVE REVIEWED YOUR PAPERWORK, A COPY WILL BE PROVIDED FOR YOUR RECORDS. IF YOU REQUIRE ASSISTANCE, PLEASE DO NOT HESITATE TO ASK. WE LOOK FORWARD TO SUCCEEDING WITH YOU.

ODYSSEY CONTRACTING

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter referred to as "Agreement"), made this Date, by and between _____ and Odyssey Contracting, with an address of 123 SIGMA DRIVE. GARNER, NC 27529 hereinafter referred to as "Company")

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WHEREAS, Company is engaged in the contracting business under the name **Odyssey Contracting**, and,

WHEREAS, Contractor is a Trade, or other tradesperson in the field of residential and/or commercial construction, and has agreed to install all products per the manufacturer's installation instructions, and per Company standards

WHEREAS, Company and Contractor desire to enter into this Agreement in order to provide construction estimates by Contractor as an independent contractor on behalf of Company.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein stated, it is hereby agreed by and between Contractor and Company that for and during the term hereinafter stated Contractor will perform the services herein stated for and on behalf of Company, in such a manner as to promote the goodwill and good reputation of Company, subject to the following mutual terms and conditions.

1. **RELATIONSHIP:** It is clearly understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent contractor only, and during the term of this Agreement is not the employee of Company for any purpose whatsoever. Nothing contained in this Agreement shall be deemed to create an agency, joint venture, partnership, or any other legal relationship, except that of principal and independent contractor.

2. **CONTROL:** Contractor shall determine the means and manner of performance of any services rendered pursuant to this Agreement. In conformity with the status of the parties, Contractor shall not hold himself out to be an employee or agent of Company or use the name of Company in his business.

   Company will not be responsible in case of any accident or injury to persons including Contractor's employees, subcontractors, or other personnel Contractor may hire to assist in the performance of services hereunder, or their property, in connection with the work to be performed pursuant to the terms of this Agreement, including ingress on to or egress from the premises where services are

performed, Contractor agreeing to hold harmless, The Company, fully and completely from any claim of injury to person or property; unless The Company failed to make sure job site is safe for Contractor in accordance with OSHA standards, or in the event that another subcontractor's work interferes or harms Contractor in any way.

3. **TAXES:** Contractor shall comply with the rules and regulations of all applicable federal, state and local authorities with respect to withholding federal, state, and local income taxes from commissions paid to Contractor. It shall be the Contractor's responsibility to report and pay all such taxes. Under no circumstances shall the Contractor pass through, invoice, or otherwise charge any sales, use, or transaction taxes to the Company. At the request of the Company, the Contractor will furnish true copies of all such taxes paid. At the request of the Company, the Contractor will furnish true copies of all tax returns required under the laws of the federal, state, and local governments.

4. **CONTRACTOR'S SERVICES:** The contractor shall provide labor in the areas of _____ _____In performing these services Contractor shall obtain and furnish to Company all documents required for Contractor's compliance with local, state and federal laws, rules and regulations, licensing and all documents required for the company to properly assess charges, to bill and collect on the services involved. In providing services under this Agreement, Contractor further agrees to render all services under this Agreement in a professional and businesslike manner and in full accordance with the standards and practices recognized in the industry. The Contractor represents that he/she has special skills necessary to complete the services specified in this Agreement. Contractor also agrees that all services performed by Contractor under this Agreement shall be performed in such a manner as to promote the goodwill and good reputation of the Company. All licenses and permits required by Contractor shall be paid by Contractor. Other requirements of the Contractor:

1. Contractor shall always maintain full compliance with OSHA laws & regulations. This is the sole responsibility of the Contractor, and The Company shall not be responsible for any penalties or fees resulting from a violation of OSHA laws & regulations.
2. Contractor shall provide photo documentation, to Company, per company documentation standards for the items below. Failure to provide documentation may result in non-payment for labor, or retainer of payment until company has been paid in full. Examples of proper documentation include:
    a. Overview photos of the property/project prior to beginning any labor. The full façade of each side of the property shall be shown in the overview photos, along with "close-up" photos of any pre-existing damages.

    b. Photos of any/all rot, pre-existing damages (including materials to be used), improper installation, or potential hazards on the job site, prior to beginning the work. Failure to

provide photo documentation of any of these conditions may result in repairs to the property at the expense of the Contractor.

c. Photos of all items in the Company Work Order, provided via CRM. Failure to photograph these items may result in non-payment of labor provided by Contractor.

3. Contractor shall follow Company standards for jobsite precautions to protect property & landscaping from damages resulting from the trade being performed. Examples include, but are not limited to:
    a. Covering Air Conditioning units with plywood, while leaving at least a 6" opening for air to flow in/out of the top of the unit, while working on the project.

    b. Masking/covering/tarping over siding, decking, flooring, rails, etc. to protect from damages.

    c. Protection of gutters using "ladder stand-offs," or any like component that keeps ladders and materials from impacting the gutters.

    d. Protection of landscaping items using lumber and tarps to create a protected area above and around the landscaping.

    e. Contractor shall not pour gas/diesel into equipment while on the lawn or property, this shall be done on the asphalt road nearest the property.

    f. Utilize proper protection to protect any and all flooring surfaces.

    g. Job specific precautions shall be listed in the Work/Purchase Order in Houzz.

    h. Take any and all precautions to protect hard surface driveways from stains/leaks from vehicles or any other equipment.

4. Contractor shall perform the following tasks, daily, on each project/jobsite:
    a. The Contractor shall clean up trade related debris and stack all trade related materials, in an orderly fashion, at the end of each workday, and at the completion of each project.

    b. Contractor shall make known in writing to Company, not later than 4 PM, any delays in completion of a project, or changes in their schedule that may affect the project completion deadline.

c. Contractor shall alert Odyssey Contracting project manager if they will not be able to make the scheduled start date. Notification must be made by 12 PM on the day before work is scheduled to begin.
    i. Failure to alert Odyssey Contracting that you will not meet the scheduled start date will result the following fees:
        1. A warning that the schedule needs to be adhered to.
        2. A set fee of $250 or 5% of the contracted amount (whichever is greater)
        3. A set fee of $500 or 10% of the contracted amount (whichever is greater)
        4. Termination of the agreement.

    ii. The contractor shall not arrive prior to 8am Monday through Friday and stay later than 5pm, without prior authorization from the Company. Any work to be performed over the weekend requires prior authorization from the Company.

d. Contractor shall upload progress photos, and completion photos, to Houzz Portal at the end of each day.

    i. Failure to upload photos will result in a the following fees:
        1. Warning that photos need to be adhered to.
        2. $25 fee deducted from contract amount. Odyssey not being able to uphold their part of proving you completed work.
        3. $50 fee deducted from contract amount. Odyssey not being able to uphold their part of proving you completed work.

    ii. Photos must show the full work area (i.e. full elevations of home/yard), full interior overview photos when applicable.

e. Contractor shall verify that all materials are installed per the manufacturer's specifications, and that the work is of good quality, the materials are neatly stacked and covered when needed, and that the workspace is clean at the end of each day.

    i. Failure to meet Odyssey's standards (as listed in your Work/Purchase Orders), or manufacturer installation standards, will result in the full cost of materials and labor needed to make repairs being deducted from the Contractors pay, if an agreement in regards to a viable repair cannot be reached.

f. Contractor shall make known to The Company, not later than 2 PM, any delay to complete the project that day

5. **WORKMANSHIP ISSUES:** Company may allow, at its discretion, Contractor to attempt to repair damage as follows given that an agreed timeline can for repairs can followed:
    a. Workmanship quality issues, Contractor will be given the opportunity to correct any work they have performed that did not pass inspection or The Company has found does not meet their standards at The Contractor's expense.

    b. Damages caused by their labor, employees or negligence, will be given the opportunity to make repairs if they or a sister company specialize in the trade required for the repairs to be completed within the standards of The Company.

6. **CHANGE ORDERS:** The Contractor shall not proceed with any change, addition, deletion, modification, extra work, or alteration to the Work unless authorized by a written Change Order executed by the Company. Any work performed without a fully executed written Change Order shall be deemed included within the original Contractor's Sum and Scope of Work unless otherwise agreed to in writing by the Company.
    a. Upon receipt of a request for a change, the Contractor shall promptly submit a written proposal to the Company setting forth:

        i. The scope and description of the proposed change.

        ii. The increase or decrease in the Contractor's Sum.

        iii. The increase or decrease in the time required for performance of the Work.

        iv. A detailed breakdown of labor, materials, equipment, overhead, profit, and any other costs associated with the change; and

        v. Any supporting documentation reasonably requested by the Company.

    b. The Contractor shall submit any request for adjustment in the Subcontract Sum or Contract Time within seven (7) calendar days after the occurrence giving rise to the requested change, or within such shorter period as may be required by the Prime Contract. Failure to provide timely notice shall constitute a waiver of the claim.

    c. If the Company directs the Contractor to proceed with a change before a formal Change Order is executed, the Contractor may issue a written Construction Change Directive, Field Directive, or other written authorization. The Subcontractor shall proceed diligently with the changed Work, and the adjustment in Subcontract Sum and/or Contract Time shall be determined later by written Change Order.

    d. Changes shall be priced using one or more of the following methods, as determined by the Contractor:

        i. Agreed lump-sum amount;

ii. Unit prices stated in this Subcontract;

iii. Time and materials with supporting documentation; or

iv. Any other mutually agreed pricing method.

v. For time-and-material work, the Subcontractor shall provide daily signed tickets documenting labor, materials, equipment, and other costs. Failure to obtain daily verification may result in denial of the claim.

e. No extension of time shall be granted unless specifically approved in writing by the Company. The Contractor shall take reasonable measures to mitigate delays and shall continue performance of the Work pending resolution of any change request.

f. The Contractor acknowledges that approval of certain changes may be contingent upon approval by the Owner under the Prime Contract. To the extent the change originates from the Owner, payment for such change shall be subject to the Company's receipt of corresponding payment from the Owner, to the fullest extent permitted under North Carolina law.

g. Execution of a Change Order shall constitute a full and final settlement of all costs, delays, impacts, disruptions, inefficiencies, and other claims arising from the changed Work unless expressly reserved in the Change Order.

h. In the event of an emergency affecting life safety, property, or the Project, the Contractor may take reasonable actions necessary to protect persons and property. The Contractor shall notify the Company immediately and shall provide supporting documentation for any resulting costs within forty-eight (48) hours.

7. **INSPECTION AND PROTECTION OF WORK**: Contractor shall keep worksite/jobsite accessible, at all reasonable times, for inspection by Company Personnel. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the job site, by others, to be used or incorporated in the Contractors' services. The Contractor shall give prompt notice of any defects therein to The Company. The Contractor will take all reasonable steps to protect the work done by The Contractor each day. This includes but is not limited to securing the jobsite upon leaving.

8. **CONFIDENTIAL INFORMATION AND TRADE SECRETS**: Company may provide to Contractor, during the Term, access to various trade secrets, confidential information, and proprietary information of Company (which, in this Paragraph 6 as well as in Paragraph 7 and 8, shall

include the Company's subsidiaries and affiliates) which are valuable and unique to The Company ("Confidential Information"). Confidential Information includes, but is not limited to:

a. processes, drawings, reports, manuals, financial information, business plans, pricing, customer lists, the identity of or other facts relating to prospective customers, inventory lists, arrangements with suppliers and customers, computer programs, or other material embodying trade secrets, customer or product information or technical or business information of the Company.

b. Contractor shall not, either during the Term of the independent contractor relationship, while in the employment of The Company or at any time thereafter:

   i. Use or exploit in any manner the Confidential Information for himself or herself or any other person, partnership, association, corporation or other entity other than The Company.

   ii. Remove any Confidential Information, or any reproduction thereof, from the possession or control of The Company.

   iii. Treat Confidential Information otherwise than in a confidential manner.

   iv. Disclose any of the Confidential Information to any person not an employee or independent contractor of The Company or not engaged to render services to The Company, except (in either case) to perform his duties under this Agreement or otherwise with The Company's prior written consent. Nothing in this Paragraph 6 shall preclude Contractor from the use or disclosure of information generally known to the public or not considered confidential by the Company or from any disclosure to the extent required by law or court order (though Contractor must give the Company prior notice of any such required disclosure and must cooperate with any reasonable requests of the Company to obtain protective order regarding, or to narrow the scope of, the Confidential Information required to be disclosed.) All files, records, documents, information, data, and similar items relating to the business or affairs of the Company, whether prepared by Contractor or otherwise coming into his possession, shall remain the exclusive property of the Company and shall not be removed from the premises from the Company, except in the ordinary course of business as part of Contractor's performance of his duties under this Agreement, and (in any event) shall be promptly returned or delivered to the Company (without Contractor retaining any copies) upon the termination of independent contractor relationship under this Agreement.

9. **NON-SOLICITATION:** Contractor shall not, at any time during the term or within the twelve (12) consecutive months immediately after project/contract completion, either directly or indirectly:
    a. Disclose Contact Information: Make known to any person or entity, the names, addresses, or any other contact information, of any of the customers, suppliers, or other persons having significant business relationships with Company within the construction industry, so that such person could affect, or attempt to affect, any of those relationships to the detriment of The Company.

    b. Solicit Employees: Solicit, recruit, hire, or attempt to solicit, recruit, or hire, any employee, independent contractor, or consultant of Company, or in any other manner attempt to induce any employee, independent contractor, or consultant of Company to leave the employ of The Company or cease his or her consulting or similar business relationship with The Company.

10. **CERTAIN REMEDIES**: Any breach or violation by Contractor of any of Paragraphs 6 and 7 shall entitle The Company, as a matter of right, to an injunction issued by any court of competent jurisdiction, restraining any further or continued breach or violation, or to specific performance requiring the compliance with Contractor's covenants. This right to an injunction or other equitable relief shall be in addition to, and not in lieu of, any other remedies in which The Company may be entitled. The existence of any claim or cause of action of Contractor against The Company, or any subsidiary or affiliate of The Company, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement by The Company of Contractor's covenants in any of Paragraph 6 and 7. The covenants in Paragraph 6 and 7 and in this Paragraph 8 shall survive the termination of the independent contractor relationship under this Agreement.

11. **CONTRACTOR EXPENSES:** Contractor shall pay all costs arising out of Contractor's performance of services under this Agreement, including but not limited to:

    a. Payment to or as a result of personnel employed by Contractor (including wages, employees' benefits, social security, unemployment compensation taxes, and any taxes and payments due as a result of services rendered in behalf of Contractor); and

    b. Payments made for any business or personal expense of Contractor or personnel employed by Contractor.

12. **PAYMENTS TO CONTRACTOR:** The Company requires that a Purchase/Work Order, and/or Change Order, for the Contractors' fees for services agreed upon and signed by The Company and Contractor prior to commencing work on a project. The Company agrees to pay Contractor, 90% of the agreed upon price for the services performed by him/her hereunder. The final 10% shall be paid upon a passing Final Inspection of the project. Payments for completed projects are made every 2 weeks. Invoices must be submitted at least 1 week in advance of the next pay

date. Contractor is responsible for calling in their own inspections, meeting the inspector when required and paying any and all re-inspection fees that occur due to Contractor's workmanship.

a. Retainage amount: Odyssey holds the right to retain payment (partial or full) for projects where repairs are needed at The Company's discretion.

b. Retainage: Retainage funds will be taken at a rate of 10% per project until the passing of the Final Inspection. The Contractor is not required to purchase or rent any products, equipment, or services from The Company as a condition of entering this Agreement.

13. **INVOICING:** Contractor shall submit invoice(s) to The Company, by email/in-person, not more than 1 week from the date of completion.

    a. Invoices not received within two weeks after project completion will be subject to 10% deduction each week until the invoice is submitted.

    b. Invoices not received within two months after project completion will be considered null and void, any payments due to the Contractor will be forfeited.

14. **LIENS:** Contractor will provide an Unconditional Lien Release within 15 days of the Final Payment for completed work, Final Payment will be made after passing of Final Inspection.

15. **RIGHTS OF COMPANY TO WORK PRODUCT:** All work product resulting from the work of Contractor with respect to Company shall be property of Company, including, but not limited to, all writings, reports, plans, contracts, and other materials, as well as sales relationships and customer contacts, resulting from the services provided by Contractor to Company and shall not be utilized by Contractor without the prior written consent of The Company upon final payment to the Contractor.

16. **INDEMITY:** The work performed by the Contractor shall be at its exclusive risk. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless all indemnified parties from any and all claims for bodily injury and property damage (other than damage to the work itself), including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by Contractor, Contractor's subcontractors or anyone employed directly or indirectly by any of them under this agreement. In the event that another Contractor whom has an Agreement with The Company, or a Contractor's subcontractor with whom the original Contractor has an Agreement with The Company, damages or in any other way harms the work partially or fully completed by another Contractor with whom The Company has an Agreement, The Company will hold harmless the damaged Contractor and reimburse said Contractor for repairs or replacement of the damaged work. In agreeing to this statement the Contractor will allow themselves to be held responsible for any and all damages by any employees or Contractors, or other personnel working under the Contractor with an Agreement with The Company, therefore agreeing to reimburse The Company for any monies paid to a damaged Contractor.

a. Indemnified parties include the Contractor, Owner (if different from Contractor), affiliated companies, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and their assignments Claims include any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, losses, obligations and any liabilities, costs, and expenses (including but not limited to investigative and repair costs, attorneys' fees, and consultants' fees)

b. Subcontractor is not obligated to indemnify and defend Contractor or owner for claims due to the sole negligence or willful misconduct of indemnified parties. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement

17. **INSURANCE:** Prior to the beginning of the work, Contractor must provide Contractor certificates of insurance showing that Subcontractor has coverage for itself and its employees, agents and subcontractors. Subcontractor's insurance must provide adequate coverage for any workers compensation obligations, employer's liability, and automobile liability and general liability. If any of these policies are terminated, the Subcontractor must provide the Contractor with certificates of insurance showing replacement coverage:

    a. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better.

    b. Subcontractor's policy must name Contractor as an additional insured. Coverage must be afforded to the Contractor as an additional insured whether or not a claim is in litigation. Additional insured coverage must apply as primary insurance with respect to any other insurance afforded to the owner and Contractor.

    c. Each certificate of insurance must provide that the insurer must give to the Contractor written notice of cancellation and termination of Contractor's coverage at least 30 days prior.

    d. At least two weeks prior to the expiration, cancellation or termination of any policy required by this agreement, Subcontractor must give to Contractor new and replacement certificates of insurance and additional insured endorsements.

    e. Subcontractor must provide Contractor with a waiver of subrogation from each of Subcontractor's insurers on commercial general liability, workers compensation and commercial auto in favor of Contractor with respect to losses arising out of or in connection with the work.

f. The insurance coverage required must be of sufficient type, scope, and duration to ensure Contractor is covered for the liability related to any manifestation date within the applicable statutes of limitation and/or response to any work performed by or on behalf of Contractor in relation to the project. Subcontractor agrees to maintain the above insurance for the benefit of Contractor for a period of *9* years or the expiration of any statute of limitation as may be applicable, whichever is later.

g. Subcontractors must secure a workers' compensation insurance policy. The workers' compensation policy must cover all of Subcontractor's work and performance and provide coverage for all employees, executive officers, sole proprietors, partners and members of a limited liability company, in the amounts required by all applicable laws.

h. Subcontractor must secure an employers' liability insurance policy to cover the damages that become due in case of bodily injury, occupational sickness or disease or death of Subcontractor employees. This policy must be written with limits of ($1,000,000) for each accident policy ($1,000,000) for each disease policy and ($1,000,000) per disease, per each employee.

i. Subcontractor must secure a commercial general liability insurance policy to cover the damages that becomes due in case of bodily injury, property damage and personal or advertising injury arising out of or related to:

    i. *All Subcontractor's operations and premises.*

    ii. *All Subcontractor's products and completed operations.*

    iii. *All liability or responsibility assumed by the Subcontractor in the Indemnity section of this agreement.*

    iv. *All liability assumed in a business contract.*

    v. *Contractor as an additional insured; and*

    vi. *Defense expenses paid in addition to the policy limits.*

j. There will be no endorsement or modification of the commercial general liability form risks arising from pollution, explosion, collapse, underground property damage, or work performed by Subcontractor.

k. In addition, Subcontractor must provide Contractor proof of insurance with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 and CG 2037 (or substitute forms providing equivalent coverage). The subcontractor is responsible for maintaining this insurance policy.

l. The coverage available to Contractor, as additional insured, in the types of insurance policies mentioned above must be at least:

    i. *1,000,000* for each occurrence.

ii. *$2,000,000* for general aggregate (subject to a per project general aggregate provision applicable to the project).

iii. *1,000,000* for products/completed operations aggregate; and

iv. *100,000* for personal and advertising injury limits.

m. Subcontractors must secure an umbrella liability insurance policy of $1,000,000 to cover the damages that become due in case of bodily injury, property damage and personal and advertising injury with, at least, the same terms and conditions as the policies mentioned above.

n. Contractor must provide certificate of insurance at acceptance of this agreement (Exhibit A)

o. Subcontractor must secure an automobile liability insurance policy to cover the damages that become due in case of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle or trailer owned, hired, leased, used on behalf of or borrowed by Subcontractor. The policy must also include coverage for any equipment subject to motor vehicle laws, Contractor, and Owner (if different than Contractor) and any Subcontractor liability or responsibility described in the Indemnity section. Business auto liability insurance must be written in the amount of not less than *$1,000,000* for each accident.

18. <u>TERM AND TERMINATION:</u> The term of this Agreement shall be for one (1) year from the date hereof and shall continue for succeeding periods of one year unless 60 days written notice is given by the subcontractor terminating this Agreement. In addition, the parties agree that termination may also occur as follows:

a. The company may terminate this Agreement at any time, without the proclamation of reasoning.

b. Should Contractor become insolvent or make a general assignment of the benefits of creditors, or should a receiver be appointed for him/her, or should Contractor commit any act of bankruptcy, or be deemed financially insecure by Company, this Agreement may be terminated by Company without notice, immediately upon the happening of any such events.

c. This Agreement shall terminate forthwith upon any attempted assignment thereof by Contractor, whether voluntary, by operation of law, or otherwise.

d. In the event of any breach of the terms, provisions, condition, or covenants of the Agreement by Contractor, Company may, at its option and without prior notice, terminate this agreement immediately upon the happening thereof. The company will provide written notice of cancellation.

e. Upon receipt of any notice of termination from Company, Contractor shall immediately discontinue all operations under this Agreement, provided however, that upon request of Company, Contractor shall complete the current project under the terms of this Agreement, and Contractor shall deliver forthwith to Company all records, documents, and papers belonging to Company.

19. **RIGHT OF SET OFF BY COMPANY:** In the event of termination of this Agreement, Company is authorized, and reserves the right, to deduct from and set off from any money due or to become due Contractor under this Agreement, or any other contract or agreement now existing or which may hereinafter be entered into by and between Company and Contractor. Company is further authorized to withhold payment of all sums due Contractor hereunder until Contractor has fully complied with all terms of this Agreement on his/her part to be performed. Except as may otherwise be provided therein, Company and Contractor agree that Company shall tender an accounting to Contractor not later than nine (9) months from the termination date of this Agreement.

    a. All notices required under this Agreement to be given by either party to the other shall be deemed to have been given upon the mailing of same in a sealed envelope by registered mail to the parties hereto as follows:

Contractor: _____

Street Address

_____

City/Town State Zip Code

_____

Email Address

_____

Phone Number

Company: 123 Sigma Drive

Street Address

Garner, NC 27529

City/Town State Zip Code

20. **WAIVER:** The failure of either party to enforce, at any time, any of the provisions of this Agreement, or to exercise any option which is herein provided or to require any time performance by either party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of either party to thereafter enforce each and every such provision.

21. **ATTORNEY'S FEES:** In the event Company shall be required to institute or defend any action of law or in equity brought against or by Contractor and arising out of this Agreement. Contractor agrees to pay such amounts as the Court shall determine as reasonable attorneys' fees for Company in commencing or defending any such action or suit. The Contractor further agrees to pay attorney fees for the collection of any sums due under this Agreement and such attorney's fees shall be one third of the amount sued by the Company.

22. **ASSIGNMENT:** Contractor covenants that he/she will not assign or transfer this Agreement, and any attempt on the part of Contractor to assign, whether by operation of law, voluntary or otherwise, shall terminate this Agreement and the same shall be void and of no effect forthwith.

23. **INTERPRETATION, LAW APPLICABLE, ETC.:** It is understood and agreed between the parties of this Agreement that this Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement shall be subject to all state and federal statutes and all state regulatory bodies and agencies, and in the event of any conflict therewith, this Agreement shall be modified to meet such requirement and, as so modified, shall continue in full force and effect as to the parties hereto. The contractor agrees that the venue for any litigation under this Agreement shall be in a court of competent jurisdiction in the State of North Carolina.

24. **COMPENSATION SCHEDULE:** Company agrees to compensate Contractor in accordance with rates, terms, and conditions as outlined in the Compensation Schedule attached hereto and incorporated herein as Exhibit B, which may be amended by Company in the form of a written notification to Contractor at any time.

25. **ENTIRE AGREEMENT:** This Agreement supersedes all other agreements, either oral or written,
Odyssey Contracting
123 SIGMA DRIVE
GARNER, NC 27529
Signed by : Sean Holmes
Date:6/18/26
or with respect to the subject matter hereof and contains all
etween the parties relating in any way to Contractor's services
greement may not be modified or amended except by an
each of the parties hereto. Any and all additional revisions to
rough addendum and attached to the back of this agreement.

ereto have executed this Agreement on the date hereinafter

_____ (Print)

_____ (Sign)

SUB-CONTRACTOR FILE CHECKLIST

- Signed original W-9 (complete with address & social security)

- Signed original Independent Contractor Agreement. Completed with name & Address on pages 3 and 15 signed and dated on page 16, and initialed on each page by Contractor.

- Copy or Worker's Compensation Certificate

- Copy of Liability Insurance Certification ($1,000,000.00), copy of liability certificate listing Odyssey Contracting as certificate holder and additional insured.

- Copy of any licenses or certificates required for the trade/services provided

EXHIBIT B
COMPENSATION SCHEDULE

Phase 1:	Rough-in inspection passes	50% Payout
Phase 2:	Final inspection passes	50% Payout

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1.	2.	3. Invoices due by 12 PM	4.	5.	6. Pay date for invoices from the 3rd and before	7.
8.	9.	10.	11.	12.	13.	14.
15.	16.	17. Invoices due by 12 PM	18.	19.	20. Pay date for invoices from the 4th - 17th	21.
22.	23.	24.	25.	26.	27.	28.
29.	30.	31. Invoices due by 12 PM	1.	2.	3. Pay date for invoices from the 18th – 31st	4.