



Contract with Independent Contractor

1. Names

This agreement is between Rock Contractors, LP, a Texas Limited Partnership doing business as Rock Contractors (Client), and _____ (Independent Contractor).

2. Services to be performed by Contractor

Provide services for: Stone Work, Brick Work, Construction of Retaining Walls or other Construction Related Services.

3. Time for Performance

Upon contact by Client, Contractor will evaluate and if agreed, perform the required service(s).

4. Payment

Client will pay Contractor per square foot, per hour or per job as agreed after completion of work and receipt of Contractor invoice. Invoice(s) submitted by Thursday of the previous week will generally be paid on Friday of the following week.

5. State and Federal Taxes

Client will not:

- withhold Social Security and Medicare taxes from Contractor's payments or make such tax payment on Contractor's behalf
- make state or federal unemployment contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay all unemployment contributions related to the performance of services under this contract. Contractor will reimburse Client if Client is required to pay such taxes or unemployment contributions. Contractor will furnish client valid Tax ID Number. Client will issue Form 1099-MISC annually to Contractor.

6. Fringe Benefits

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the Client.

7. Invoices

Contractor will submit invoices to Client for all Services performed.

8. Independent Contractor Status, Indemnity and Insurance

1.1 Indemnification: To the fullest extent permitted by applicable law, the Subcontractor expressly agrees to defend (at Subcontractor's expense and with counsel acceptable to

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Contractor), Indemnify, and save and hold harmless the Contractor, the Owner, and all of their officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from or are in any manner connected with the work performed by or for the Subcontractor under this Subcontract or are caused in whole or in part by reason of the acts or omissions or presence of the person or property of the Subcontractor or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING WITHOUT LIMITATIONS INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, THE OWNER, and all of their OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS WHICH WAS THE PROXIMATE CAUSE JOINTLY OR CONCURRENTLY WITH THE NEGLIGENT CONDUCT OF THE SUBCONTRACTOR; BUT EXCLUDING INJURIES, DEATH OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT OF THE CONTRACTOR. The indemnification obligations under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Subcontractor or of any third party to whom the Subcontractor may sublet a part of the Work.

1.1.1 Such obligation shall not be construed to negate or abridge or otherwise reduce any other right of obligation or indemnification which would otherwise exist as to any party or person described in this Article.

1.1.2 Subcontractor shall also hold and save Contractor harmless from any liability including costs and expenses, and reasonable attorney's fees, for an account of any patented invention, article or appliance manufactured or used in performance of this Subcontract, including their use by Owners; and any claims for defective or improper work of Subcontractor, whether or not said claims be asserted by Owner or third-party.

1.2 Insurance. Prior to starting the Subcontract work, the Subcontractor shall procure and maintain in force statutory Workers Compensation Insurance for all of Subcontractors employees at the project site, Employers Liability Insurance with \$500,000 coverage (each section), Commercial General Liability Insurance (including XCU coverage by subcontractors involved in utility work, excavation, mechanical, electrical and/or plumbing work) and Automobile Liability Insurance and such other insurance, to the extent required by the Contract Documents for the Subcontract Work. Unless otherwise provided in this Agreement by Exhibit, the Subcontractor's Commercial General and

