

BUILDING CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, effective this the ____ day of _____, 20____, by and between MOUNTAINHEART COMMUNITY SERVICES, INC. (MH) and _____ INDEPENDENT CONTRACTOR (IC) is for the sole purpose of establishing a non-employer/non-employee business relationship for the construction, repairs, improvements, and betterments to residential and commercial building units within the state of West Virginia.

DEFINITIONS

- CONTRACT:
 - The document signed by MOUNTAINHEART and customer that contains the scope of work and all related items.
- SUB-CONTRACT
 - The document signed by MOUNTAINHEART and the INDEPENDENT CONTRACTOR that includes the terms and conditions stated in the contract and additional terms specific to the individual work site.

INDEPENDENT CONTRACTOR AGREES TO:

- Provide and maintain currency of all documents including, but not limited to
 - West Virginia business license issued by the WV Secretary of State
 - West Virginia general contractor's license plus any and all licenses and certifications such as plumber's, electrical, water, and sewer
 - Proof of West Virginia workers compensation and coverage of any and all employees to be assigned to any job site
- Accept referrals for estimates from MH
 - Contact the customer and schedule an on-site visit within three (3) business days
 - Complete and submit the estimate for materials and labor to MH within five (5) business days commencing on the date of referral
- Perform all activities as stated in the building contract's SCOPE OF WORK in a professional manner
 - Use personal knowledge and skill to assure compliance with all codes, both local and state
 - Any and all labor will be employees or agents of the IC
 - Perform any and all training for employees or agents hired for the job
 - Can hire another approved MH contractor to complete the SCOPE OF WORK
- Engage in open market competition in obtaining contracts or work orders from MH

MOUNTAINHEART AGREES TO:

- Maintain a system to approve sub-contractors
 - Make the details available at www.mountainheartwv.org

- Assure compliance with each contract or SCOPE OF WORK
- Complete all tasks necessary to issue payment(s) to IC within five (5) business days commencing on the date the invoice is received

MOUNTAINHEART AND INDEPENDENT CONTRACTOR AGREE:

- Each contract or work order is performance based upon the SCOPE OF WORK, and the contractual relationship ceases when the SCOPE OF WORK is satisfactorily completed
- MH provides no training to the IC
- The IC furnishes all labor, tools, and equipment to complete the SCOPE OF WORK
- The IC is responsible for scheduling work hours and days to complete the job within the SCOPE OF WORK timeline
- The IC will be paid according to the agreed upon schedule of payments as stated in the CONTRACT
- Any and all modifications to an existing CONTRACT will be written, signed, and dated by both parties
- Both parties are legally bound by the executed CONTRACT

MOUNTAINHEART AND INDEPENDENT CONTRACTOR AGREE this BUILDING CONSTRUCTION INDEPENDENT AGREEMENT is a legally binding document that defines the general liabilities and responsibilities of both parties. THIS AGREEMENT cannot be construed as an employer/employee contract. THIS AGREEMENT does not guarantee any profit or loss to the INDEPENDENT CONTRACTOR: NEITHER does THIS AGREEMENT guarantee any business to be derived to the INDEPENDENT CONTRACTOR. THIS AGREEMENT can be terminated by either party with or without cause upon presentation of a written five (5) calendar day notice to the other party. EXCEPT this agreement cannot be terminated by the INDEPENDENT CONTRACTOR while a building contract is in progress.

SEVERABILITY. ANY PROVISION of the AGREEMENT found to be prohibited by law shall not invalidate the remainder of the provisions of the AGREEMENT.

THIS IS THE entire BUILDING CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT between MOUNTAINHEART and INDEPENDENT CONTRACTOR. THIS AGREEMENT can be modified by written consent.

Earl D. Smith, Executive Director
MOUNTAINHEART COMMUNITY SERVICES, INC

INDEPENDENT CONTRACTOR