**CONSTRUCTION AGREEMENT**

**1. The Parties.** This Construction Agreement ("Agreement") is made by and between:

Client: **MARISSA HIGGINS** with a mailing address of 7043 Bayside Dr, Salt Lake City, UT, 5486 ("Client") and,

Contractor: **CHILDRESS LANDSCAPE AND RENOVATION INC**. with a mailing address of 2255 Parkway St, Salt Lake City UT, 5901 ("Contractor").

Contractor and Client are each referred to herein as "Party", and collectively as "Parties".

WHEREAS the Client agrees to pay the Contractor for Services provided, effective October 5th, 2022 under the following terms and conditions:

**2. The Services.** The Contractor agrees to perform the following: General gardening and landscaping for the property as well as painting labors on front facade of the premises.

Hereinafter known as the "Services".

**3. Payment.** The Client agrees to pay the Contractor the following compensation for the Services performed under this Agreement (check one):

\_\_\_ $ \_\_\_\_\_ /Hour

\_x\_ $1,500 for the Services

\_\_\_ Commission in the amount of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Completion shall be defined as the fulfillment of Services as described in Section 2 in accordance to reasonable or industry standards, as well as the approval of the Client, not to be unreasonably withheld.

**4. Method of Payment.** The Contractor agrees to be paid: (check one)

\_\_\_ At completion of the Services performed.

\_\_\_ On a \_\_ weekly \_\_ bi-weekly \_\_ monthly basis starting on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ until the completion of the Services.

\_x\_ Other: 25% at the start of the Services, 75% upon completion.

**5. Due Date.** The Contractor agrees to complete the Services required by the Client: (check one)

\_x\_ By: October 18th, 2022

\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. Expenses.** The Contractor shall be: (check one)

\_x\_ Responsible for all expenses related to providing the Services under this Agreement. This includes, but it's not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection to the Services provided by the Contractor.

\_\_\_ \*Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to present any receipt(s) or proof of purchase for said Expense(s).

**7. Liability Insurance.** The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount ($) for the Liability Insurance shall: (check one)

\_x\_ Be a minimum amount of combined single limit of: $ 1,000.00

\_\_\_ Not have a minimum required.

**8. Termination.** This Agreement shall terminate upon the: (check one)

\_x\_ Completion of the Services provided.

\_\_\_ Date of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In addition, the Client or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party, or any act exposing the other party to liability to others for personal injury or property damage.

**9. Option to Terminate.** The Client and Contractor shall: (check one)

\_\_\_ Have the option to terminate this Agreement at any time providing \_\_\_ days' written notice.

\_x\_ Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section 8.

**10. Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, the Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed.

**11. Business Licenses,** Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state and local laws requiring any licenses, permits, and certificates necessary to perform the Services under this Agreement.

**12. Federal State Taxes.** Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor.

**13. Benefits of Contractor's Employees.** The Contractor understands and agrees that they are solely responsible for, and shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

**14. Unemployment Compensation**. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel.

**15. Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. Should the Contractor hire employees to perform any of the Services mentioned in this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law.

**16. Confidentiality.** The Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by the Client, including amounts paid, therefore, client and customers lists, and any other data and information related to the Client is confidential ("Confidential Information"). The Contractor shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Contractor or any other person, except with the prior written consent of the Client.

**17. No Partnership.** This Agreement does not create a partnership relationship between the Client and the Contractor.

**18. Assignment and Delegation.** The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client free of any liability in connection with their performed work.

In addition, the Contractor shall be responsible for any Confidential Information that is shared with the Subcontractor in accordance with Section 16 of this Agreement. Any and all breaches of Confidentiality by the Subcontractor will be made liable to the Contractor.

**19. Governing Law.** This Agreement shall be governed under the laws of the State of Utah

**20. Severability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**21. Breach Waiver**. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor

**22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and obligation.

Client's Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: September 30th, 2022

Print Name: Marissa Higgins

Contractor's Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: September 30th, 2022

Print Name: Antonio Childress