

NOTE:

This document is intended solely as an example to the reader.

This contract is not intended to be used by the reader without review by his/her own attorney to ensure that it is compliant with all applicable laws of his/her specific state.

The author/provider of this document assumes no liability for the misuse of this document or the use of this document without review by qualified legal counsel.

Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made as of [ICA DATE], by and between EXAMPLE COMPANY, LLC, a Georgia limited liability company (herein "COMPANY"), and EXAMPLE CONTRACTOR, LLC, a Georgia limited liability company with its principal office address at 555 First Street, Atlanta, Georgia 30303 (herein "Contractor").

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. COMPANY may retain Contractor in connection with COMPANY's real property improvements to one or more of COMPANY's properties. If COMPANY retains Contractor, then Contractor will provide the construction/general contractor services (herein the "Services") described in any Scope of Work (herein a "SOW"). The initial SOW is attached hereto as Exhibit A and incorporated herein by reference. The location of the Services will be set out in the applicable SOW. Contractor may retain, at Contractor's own discretion and expense, such employees and/or subcontractors as Contractor deems necessary to perform the Services.

2. Compensation. COMPANY will compensate Contractor in consideration for the Services by paying the fees described in the applicable SOW.

3. Term and Termination. This Agreement shall be effective for a period of one (1) year starting on the date hereof and will renew automatically for successive one (1) year terms unless terminated as prescribed herein. COMPANY may terminate this Agreement or any SOW for any reason, on at least seven (7) days' prior written notice, which notice shall specify the exact date of termination. Either party may terminate this Agreement or any SOW for cause immediately upon written notice.

4. Representations and Warranties. Contractor represents and warrants that:

(a) it is a corporation or limited liability company, duly incorporated or organized, validly existing, and in good standing under the laws of the State of Georgia;

(b) its Federal Employer Identification Number is ____-_____;

(c) it has and will maintain all insurance required by law and Section 10 of this Agreement;

(d) its personnel are legally authorized to work in the United States in accordance with all applicable immigration laws;

(e) it currently has multiple clients/customers, has had multiple clients/customers in the past, and intends to have multiple clients/customers in the future;

(f) it makes its services available to the general public and does not make its services exclusively available to COMPANY;

(g) it will maintain accurate financial records in connection with the performance of this Agreement and any SOW and the conduct of its business;

(h) it will comply with all applicable laws and is not prohibited from performing its obligations under this Agreement or any SOW by any other agreement; and

(j) it will provide the Services in a workmanlike manner consistent with industry standards.

5. Indemnification. Contractor agrees to indemnify, hold harmless, and defend COMPANY from and against any and all judgments, liabilities, damages, losses, expenses, and costs (including without limitation court costs and reasonable attorney's fees) incurred by COMPANY which relate to: (i) Contractor's willful misconduct or negligence in connection with this Agreement or any SOW; (ii) Contractor's breach of any representation, warranty, or obligation under this Agreement or any SOW; (iii) the violation of any licensure or bond requirement; and (iv) Workers' Compensation claims, overtime claims, tax liability claims, benefits claims, or other liabilities imposed against COMPANY by Contractor's employees or any other party (including governmental bodies and courts), whether relating to Contractor's status as an independent contractor or the status of its personnel.

6. Non-Disclosure. To the extent applicable, Contractor will protect and keep confidential all non-public information disclosed by COMPANY (herein "Confidential Information"), and will not, except as may be authorized by COMPANY in writing, use or disclose any such Confidential Information for any purpose other than the performance of this Agreement and any SOW. Upon expiration or termination of this Agreement or any applicable SOW, Contractor will return to COMPANY all written materials that contain any Confidential Information.

7. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Contractor will not solicit or hire any employee or independent contractor of COMPANY with which Contractor had contact in connection with this Agreement or any SOW.

8. Independent Contractor Status.

(a) The parties hereto are independent contractors. Nothing herein shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto. Contractor will provide the Services using its own independent skill and judgment.

(b) COMPANY will have no right or responsibility hereunder to provide instructions or training, require any work other than what is agreed to by Contractor in this Agreement or any SOW, choose or supervise the personnel used to perform the Services, set Contractor's hours or location of work, other than the actual construction site when required, set the order for or sequence of performing the Services, require progress reports, or provide tools, facilities or equipment.

9. Acknowledgment. Contractor hereby acknowledges and agrees that:

(a) neither Contractor nor any of its employees is an employee of COMPANY;

(b) neither Contractor nor any of its employees is entitled to any benefits provided or rights granted by COMPANY to their respective employees, including without limitation group insurance, liability insurance, disability insurance, retirement plans, health plans and the like;

(c) COMPANY will not make any deductions on behalf of Contractor for any U.S. federal or state taxes or FICA taxes;

(d) COMPANY will not have any obligation to provide Worker's Compensation coverage for Contractor or to make any premium overtime payments at any rate other than the normal rate agreed to in writing by COMPANY, if applicable;

(e) it will be Contractor's sole responsibility to provide Worker's Compensation and pay any premium overtime rate, for its employees who provide Services under this Agreement or any SOW and to make required FICA, income tax withholding, and other payments, including compensation for Services, related to such employees; and

(f) Contractor will provide COMPANY with suitable evidence of Contractor's compliance with this Section 9 whenever requested.

10. Insurance. Contractor, at its own expense, will obtain for itself and its personnel Worker's Compensation insurance in statutory amounts. Contractor will also obtain Commercial General Liability insurance with limits of liability of not less than one million dollars (\$1,000,000.00) naming COMPANY as an additional insured. Contractor will provide a certificate to COMPANY of such insurance coverage upon request.

11. Limitation of Liability. IN NO EVENT WILL COMPANY HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Injunctive Relief. Contractor acknowledges and agrees that money damages would be an inadequate remedy for any breach or threatened breach of any of the provisions of this Agreement or any SOW. Accordingly, in addition to any other relief available to it, COMPANY will be entitled to specific performance and other appropriate injunctive and equitable relief with respect to any such breach or threatened breach. Further, it is agreed that in the event of a single occurrence of breach of this Agreement or any SOW by Contractor, it would be impracticable or extremely difficult to determine the actual damages incurred by COMPANY, and, therefore, Contractor shall pay to COMPANY as liquidated damages, and not as a penalty, the amount of two thousand dollars (\$2,000.00).

13. Arbitration. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement or any SOW will, upon the written request of one party served on the other, be submitted first to informal mediation and then to arbitration. The parties will each appoint one person to hear and attempt to informally resolve the dispute, and, if they are unable to do so, then the two persons shall select a third person who shall act as the impartial arbitrator whose decision shall be final. The arbitration shall comply with and be governed by the Commercial Rules of the American Arbitration Association. The cost of arbitration will be borne in such proportions as the arbitrator decides. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14. Assignment. Contractor may not assign or subcontract its rights or obligations under this Agreement or any SOW without the prior written consent of COMPANY. Any unauthorized assignment shall be null and void.

15. Waiver. Neither party will be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of the

waiving party. No waiver by either party of any provision hereof will constitute a waiver of such provision on any other occasion.

16. Severability. The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof will not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition.

17. Notices. All notices and other communications in connection with this Agreement or any SOW shall be in writing and shall be deemed to have been received by a party three (3) days after mailing, registered or certified, postage prepaid with return receipt requested, to each party's principal office address. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Either party may change its notice address upon written notice to the other party.

18. Governing Law. This Agreement and all SOWs will be governed by and is construed in accordance with the internal laws of the State of Georgia without regard to its rules concerning conflicts of law provisions. Each party agrees to the exclusive venue and jurisdiction of the state/superior courts situated in Cobb County, Georgia or, in the case of federal jurisdiction, federal courts situated in Fulton County, Georgia.

19. Entire Agreement. This Agreement and all SOWs constitute the entire agreement between COMPANY and Contractor and specifically supersede any previous Independent Contractor's Agreements dated prior to January 18, 2010. In the event that any provisions in any SOW are in conflict with the provisions in this Agreement, then the provisions in this Agreement will prevail over any such conflicting provisions. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

EXAMPLE COMPANY, LLC

By: _____
Your Name Here, Your Title Here

EXAMPLE CONTRACTOR, LLC

By: _____
Contractor Name, Title