



INDEPENDENT CONTRACTOR AGREEMENT

Metropolitan West, Inc ("CLIENT") is hiring _____ ("CONTRACTOR" or "SUBCONTRACTOR") to perform certain skilled labor. The following sets forth the agreement between these two parties and binds them both.

Scope of Work:

CONTRACTOR will perform the following work for CLIENT (the "SCOPE OF WORK"):

The final deadline for completing the above SCOPE OF WORK (if applicable) is: _____

The address where the work will be performed is: _____.

The work shall be considered complete upon final review and approval by the CLIENT, which approval shall not be unreasonably withheld.

Change Orders

If CLIENT makes any changes to the above SCOPE OF WORK, it must be through a written "CHANGE ORDER" signed by both parties and detailing the additional work to be performed, including but not limited to added scopes of work, revised completion date and any associated costs and/or fees.

Payment

CLIENT will pay SUBCONTRACTOR: (the checked term applies)

A fee of \$ _____ per _____

A flat fee of \$ _____, of which \$ _____ will be paid upfront and the balance of which will be paid upon completion of the SCOPE OF WORK.

Subcontractor will invoice Client for amounts payable. Any payment not received within 30 days of the invoice date will collect interest at _____% per month, or the legally allowable maximum rate, if this rate exceeds it.

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The checked term applies:

SUBCONTRACTOR will be solely responsible for the cost of materials used for work performed under this agreement.

CLIENT will reimburse, with prior approval, CONTRACTOR'S cost of materials for work performed under this agreement.

Independent Contractor Relationship

Unless otherwise required by law, SUBCONTRACTOR is an independent contractor, not an employee of CLIENT, and is solely responsible for all taxes incurred in connection with this agreement. CLIENT will not withhold on CONTRACTOR'S behalf FICA (Social Security and Medicare taxes) or state or federal income tax and will not make state or federal unemployment contributions on CONTRACTOR'S behalf, unless required by law.

Permits, Certificates and Licenses

SUBCONTRACTOR shall be solely responsible for determining which state and local permits, certificates and/or licenses are necessary for undertaking and completing the SCOPE OF WORK, and for obtaining said permits, certificates and/or licenses. CLIENT is at no time responsible for any of SUBCONTRACTOR'S permitting, licensing or certifications.

Insurance

SUBCONTRACTOR shall maintain adequate insurance for its employees and others incurring loss or injury due to the acts of CONTRACTOR/SUBCONTRACTOR, its employees and/or subcontractors, in connection with this agreement and/or the SCOPE OF WORK outlined herein.

Liens

As a precondition for any final payment due, SUBCONTRACTOR will deliver to CLIENT a release and/or waiver of all liens, if applicable

LIMITED WARRANTY

SUBCONTRACTOR warrants that the SCOPE OF WORK under this agreement will be completed in a timely and professional manner, meeting or exceeding the standards for similar work in CLIENT'S community or region and will comply with all applicable building codes and requirements.

SUBCONTRACTOR will remedy, at no cost to CLIENT, any defective work for _____ after original completion of the work.

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Termination

This agreement will terminate on _____ or, in the event of an uncured material breach as described below, earlier.

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party. The breaching party will have 10 days to cure the breach after receiving such notice. If the breaching party fails to cure the breach in that time, the agreement will terminate except with respect to those obligations that are noted as surviving termination.

SUBCONTRACTOR will be entitled to full compensation for work completed prior to the effective termination date. This payment obligation, and any payment obligations pending at termination, shall survive termination.

Taxpayer ID Number _____ Subcontractor's Taxpayer ID Number is _____

Miscellaneous

This agreement is between CLIENT and SUBCONTRACTOR and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other. This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of CA govern this agreement and any disputes arising from it must be handled exclusively in courts in the state of CA. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees. Signing a copy of this agreement, physical or electronic, shall have the same effect as signing an original.

Signature of Vendor

Title

Printed Name

Date