

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

Multifamily Management, Inc., ("MMI") manages the property known as \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, "the Property") . This Independent Contractor Services Agreement ("Agreement") is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MMI as Agent for the Owner of the Property, \_\_\_\_\_ ("Owner"), and \_\_\_\_\_ ("Contractor").

The parties agree as follows:

1. **SERVICES.**

1.1 **Covered Services.** The Contractor will perform the work and services in accordance with this Agreement as set forth in Exhibit "A" hereto (hereinafter, "Covered Services"), which exhibit constitutes a part of this Agreement.

1.2 **Expenses, Materials, and Supplies.** MMI, as Agent for and on behalf of the Owner, shall not be liable to the Contractor for any expenses paid or incurred by the Contractor in performing the Covered Services unless otherwise agreed to in writing. Contractor shall supply at his/her own expense, all materials, supplies, equipment, and tools required to accomplish performance of the Covered Services. Contractor assumes all responsibility for the condition of all materials, supplies, equipment, and tools required to accomplish the Covered Services.

1.3 **Compliance.** Contractor's provision of the Covered Services shall comply with all applicable federal, state, and local laws. Contractor warrants that he/she has complied with all federal, state, and local laws regarding business permits or licenses that may be required to perform the Covered Services under this Agreement.

2. **COMPENSATION.** In exchange for the provision of the Covered Services, MMI, as Agent for and on behalf of Owner, shall provide Contractor with living space at the Property in the form of a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom apartment, the value of which equates to \_\_\_\_\_ rental value per month (hereinafter, "the Compensation"). Contractor shall be responsible for all utilities associated with the apartment.

3. **MMI AS AGENT FOR OWNER.** Contractor acknowledges and agrees that MMI is working as an Agent for the Owner of the Property to which the Contractor is providing the Covered Services; that the Owner is fully responsible for payment of the Compensation to the Contractor for provision of the Covered Services; and that MMI has no obligation to Contractor to pay the Compensation. MMI disavows any liability for any charges for the provision by the Contractor of the Covered Services, and Contractor represents and warrants that he/she will not seek payment of Compensation or any guarantee of the payment of Compensation from MMI. Contractor acknowledges that MMI, as Agent for and on behalf of the Owner, may have limited control of funds for the Property. Contractor further acknowledges that MMI, as Agent for and on behalf of the Owner, has adequately disclosed to Contractor the Owner's identity and contact information, as such identity and contact information exists at the time of execution of this Agreement, as set forth below:

Name of Owner:

\_\_\_\_\_

Address and Phone Number of Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. **TERM AND TERMINATION.**

4.1 **Term of Agreement.** The Agreement is effective as of the date this Agreement is finally executed by both parties hereto, and will continue until terminated. This Agreement may be terminated at any time by either party, with or without cause. The grounds for reasonable cause shall include but is not limited to a material violation of this Agreement and/or any act exposing the other party to liability for personal injury or property damage.

4.2 **Relocation Upon Termination.** Should either party terminate this Agreement, Contractor will retain the option of continuing residence in the apartment in accordance with the rental and living policies and procedures applicable to all non-Contractor residents of the Property.

5. **INDEPENDENT CONTRACTOR.**

5.1 **Status as an Independent Contractor.** The Contractor is an independent contractor and is not an employee, servant, agent, partner, representative, or joint venturer of MMI. Contractor represents and warrants that he/she will not make any representations, expressed or implied, that he/she is an employee, servant, agent, partner, representative, or joint venturer of MMI. The Contractor has no authority to enter into contracts or agreements on behalf of MMI. It is understood that MMI will determine the Covered Services to be performed by the Contractor, but the Contractor shall determine the legal means by which he/she accomplishes performance of the work specified by MMI. Contractor retains control and the right to exercise judgment over the manner and means by which Covered Services will be provided. Nothing in this Agreement shall be construed as creating a relationship of employer and employee between MMI and Contractor; rather, the Contractor shall, at all times, be deemed to be an independent contractor and shall be free of any control by MMI in selecting the time or method of work. The Contractor's work days and hours of performing the Covered Services are variable from day-to-day and week-to-week and are mutually determined and agreed upon based upon the requirements and needs of the Property and the availability of the Contractor to render such services.

5.2 **Taxes.** MMI, as Agent for and on behalf of the Owner, shall report payment of the Compensation to all appropriate taxing authorities and will issue a Form 1099 to Contractor at year-end. MMI, as Agent for and on behalf of the Owner, shall not withhold or pay on behalf of the Contractor any payroll taxes, including federal, state, and local taxes, or taxes of any kind, from the Compensation or any payments that it makes to the Contractor. The Contractor shall be responsible to pay all of his/her own taxes as mandated by law. The Contractor agrees to fill out a W-9 provided by MMI, as well as any other documents necessary for purposes of issuance of the Form 1099 and proper reporting to taxing authorities..

5.3 **Benefits.** The Contractor is not an employee of MMI and thus, he/she is not eligible for any employee benefit of MMI, included but not limited to workers' compensation insurance, unemployment compensation, medical insurance, life insurance, vacation pay, holiday pay, pension, profit-sharing, or any other benefits on account of his/her provision of the Covered Services for MMI, as Agent for and on behalf of the Owner.

6. **NON-EXCLUSIVITY.** MMI, as Agent for and on behalf of the Owner, retains the right to contract with other independent contractors for services the same as or similar to those provided by the Contractor, or to provide such services through its employees. Contractor retains the right to provide services the same as or similar to those provided to MMI, as Agent for and on behalf of the Owner, or dissimilar from the services provided to MMI, as Agent for and on behalf of the Owner, to any other person, business, or entity.

7. **HOLD HARMLESS.** MMI, as Agent for and on behalf of the Owner, shall not be liable for any negligent, reckless, or intentional acts or omissions of the Contractor. Nor shall the Contractor bind or attempt to bind MMI in any manner. The Contractor shall indemnify, discharge, release, and hold harmless MMI and its officers, directors, employees, agents, successors, subsidiaries, parent companies,

affiliates, agents, third-party administrators, assignees, and all others (heretofore and hereinafter, collectively referred to as "MMI"), from any claim, demand, loss, liability, damage, award, cost, penalty, fine or expense, including without limitation legal fees and disbursements, which arises out of or occurs in connection with this Agreement, or any physical injury or mental injury or disability to, or death of, any person, or a breach of an agreement between a party and a third party, or property damage, except if due to the willful misconduct of MMI. Contractor's responsibility for indemnification to MMI includes, but is not limited to, payment of any judgment, settlement, claim and costs, including reasonable legal fees and expenses. If MMI is named as a party to a lawsuit, MMI shall have the option of providing its own defense for which the Contractor shall promptly pay MMI its reasonable costs and expenses, or MMI may tender the defense to the Contractor who shall assume it.

8. **CONFIDENTIALITY AND MMI PROPERTY.**

8.1 **Confidentiality.** Contractor shall hold in confidence and shall not disclose, distribute, sell, copy, share or otherwise use any information obtained by Contractor while performing this Agreement, which is related to MMI's employees, development, business affairs, records, processes, techniques or types of equipment, whether past, present or future, except as may be contemplated by this Agreement or authorized by MMI in writing.

8.2 **MMI Property.** Contractor shall comply with all applicable legal requirements to protect the confidentiality of MMI's records. All records, books, documents, or other materials relating in any manner whatsoever to MMI's business, whether prepared by MMI or otherwise coming into MMI's possession, shall be the exclusive property of MMI, and all records, books, documents, or other materials shall be immediately returned and delivered to MMI by Contractor upon MMI's demand therefor. Upon completion of his/her work under this Agreement, Contractor shall return to MMI all confidential information and all records, books, documents, or other materials received from MMI, including but not limited to any and all copies thereof which may have been made.

9. **Miscellaneous.**

9.1 **Notices.** Any notice or other communication given or made pursuant to this Agreement must be in writing and shall be delivered to the person to whom intended at the following address (or at such other address as such person may designate by proper notice) by personal delivery, by telecopier, by nationally recognized courier (Federal Express, DHL, etc.) or by certified or registered mail, postage prepaid, and shall be deemed given when personally delivered or sent by telecopier or two (2) business days after deposit with a courier or five (5) business days after mailing:

If to MMI, at site address and corporate address:

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If to Contractor, at an address for the apartment:

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Should Contractor relocate his residence from the apartment for any reason, Contractor represents and warrants that he will provide a forwarding address to MMI, which address will then be the sole address

used for purposes of MMI providing any notice to the Contractor. Should Contractor fail to provide a forwarding address, Contractor is waiving his/her right to any notice which otherwise might be required or made under this Agreement.

9.2 **Entire Agreement.** This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes in all respects any and all prior oral or written agreements or understandings between them pertaining to the subject matter of this Agreement. This Agreement cannot be modified or terminated, nor may any of its provisions be waived, except by a written instrument signed by the party against which enforcement is sought. Any waiver by any party of the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver thereof for the future, but shall be considered a waiver only in the particular instance, for the particular purpose, and at the time when and for which it is given.

9.3 **Governing Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama. The sole venue for any legal action regarding this Agreement shall be in Mobile County, Alabama, where all claims shall be adjudicated in the Circuit Court of Mobile County, Alabama or the District Court of Mobile County, Alabama, as appropriate.

9.4 **Assignment.** MMI may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Contractor. The Contractor's obligations under this Agreement may not be assigned without the written consent of MMI. In addition, Contractor may not subcontract with or employ another person to provide Covered Services without the written consent of MMI.

9.5 **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date set forth.

**MMI:**

**Contractor:**

By: \_\_\_\_\_

\_\_\_\_\_

Name:

Title:

## Exhibit A – Job Duties

### **COURTESY OFFICER DUTIES AND RESPONSIBILITIES**

#### Reporting Responsibility

To Resident Manager of property

#### General Statement of Responsibility

Responsible for answering after hour emergencies and lockouts within 15 minutes of each page.

Must be able to communicate with people of all walks of life.

### **MUST LIVE ON PROPERTY!**

#### Specific Work Functions

1. Position is part time - after office hours. Any unauthorized leave and failure to submit reports for **ALL** calls received after the office is closed will result in disciplinary action up to and including immediate discharge.
2. You must have immediate access to a telephone and a pager, in order to be reached at night. It should take you no longer than 15 minutes to respond to all pages.
3. Responsible for monitoring, and walking the property after hours. You are to report bldg. lights that are out, flat tires, vehicles that look abandoned and any other areas of the property that you feel need to be brought to the Managers' attention. If you receive a call that music is too loud, this means a disturbance has occurred and you are to treat it as a disturbance. You are to bring ALL incidents that occur to the Manager in your report submitted on a weekly basis. **You ARE NOT** to decide if the complaint you responded to is legitimate. **DO NOT PLAY MANAGER!** If there is nothing to report; turn in a dated report; N/A!
4. You must practice and enforce all clauses to the lease! **Motorcycles are not to be parked in Breezeways, Satellite dishes are not to be attached to the bldg.!**
5. Physical functions require the ability to walk entire property, including climbing stairs, to properly inspect breezeway lighting.
6. Personal appearance will be neat and clean when performing the duties of this position.

7. You are to identify yourself in a professional manner when responding to a call.
8. Because of the nature of this business, good moral character is required. Honesty, fairness, dependability, respect for the rights of others, and obedience of all public laws are required.
9. An employee disclosing confidential information is subject to discipline, including discharge. Former employees disclosing confidential information are subject to appropriate legal action.

**Exhibit B – W 9**