



Prestonwood Dr Garland, Tx 75040
 (833)-622-3700 & (214)-236-6767

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Applicant Information			
Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	Zip	
Phone	E-mail		
Date Available	Social Security No.	Desired Salary	
Position Applied for			
Are you legally eligible to work in the U.S.? Yes			
No			
Have you ever worked for this company? Yes No If yes, when?			
Have you ever been convicted of a felony? Yes No If yes, explain.			

Employment History	
Company	From To
Address	Phone #
Supervisor	Responsibilities
May we contact? Yes No	
Company	From To
Address	Phone #
Supervisor	Responsibilities
May we contact? Yes No	

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____, by and between _____ (the CEO who is "Recipient"), of _____, and _____ (the "Contractor"), of _____. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on (Date) _____, the Contractor will provide the following services (collectively, the "Services"):

The Contractor shall perform services to the best of their ability, be on time to locations, provide photos of cleaning when requested, communicate work request daily and or as needed. The contractor must maintain a working phone and knowledge of how to send and receive photos. The contractor fully understands the pay periods dates 1-15 and 16th- end of the month. Days worked in pay period 1-15 will be paid on the 25th. Days worked 16th-end of month is paid on the 10th of every month. The contractor fully understands if the contractor started mid-pay period they will be paid at a fair prorated daily rate of agreed upon amount.

Contractor X _____
Print name
Contractor X _____
Signature

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to (name) _____

Contractor for the Services at a rate of _____ per MONTH. This payment will be divided and paid out on the 11th of & 26th of each month. Payments will be direct deposited or mailed (if mailed expect a few days delay upon receiving check)

No other fees and/or expenses will be paid to the Contractor, unless the appropriate executive on behalf of the Recipient in writing has approved such fees and/or expenses in advance. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The contractor can forfeit final payment if all keys, company equipment, passcodes and legal information given back to company in timely manner.

3. TERM/TERMINATION. Termination of this agreement will occur as follows: When services are no longer needed by (Company name) _____

PLEASE UNDERSTAND COMPENSATION PENALTY– If the contractor does allow recipient 1 to 2 week notice on leaving job to find replacement and to train new personnel the recipient has the right to pay contractor at minimum wage payments for work. If the recipient frontline customer deducts payment off invoice over contractor accounts due to a failure to complete job requirements at the minimum required level; the recipient has the right to deduct from the contractor only what was deducted from invoice for not completing job correctly. If we lose account due to no call no show, you are subject to monetary penalty.

Contractor X _____
Print name

Contractor X _____
Signature

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

6. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

7. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that

result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

8. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

10. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. SIGNATORIES. This Agreement shall be signed by _____ and by _____ This Agreement is effective as of the date first above written.

12. APPLICABLE LAW. The laws of the State of _____ shall govern this Agreement.

I _____ (CONTRACTOR) fully understand this contract and read through each paragraphs of this agreement. I am willing to work at the best of my ability and abide by all recipients request.

RECIPIENT: _____

By: _____

CONTRACTOR: _____

By: _____

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

Name of General Contractor

Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER
THIS IS A BLANKET AGREEMENT):

Estimated number of employees affected: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE
DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.122 .

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

Federal Tax I. D. Number

Signature of General Contractor

Date

Address (Street)

Printed Name of General Contractor

Address (City, State, Zip)

Subcontractor's Affirmation

Federal Tax I. D. Number

Signature of Subcontractor

Date

Address (Street)

Printed Name of Subcontractor

Address (City, State, Zip)

The General Contractor should retain the original. The Subcontractor should also retain a copy of the agreement. This form is not required to be filed with the Division, and may be provided to the insurance carrier.

Division Data Stamp Here

