



Kurt Commercial Facility Services, LLC

CONTRACTOR'S AGREEMENT

This master Services Agreement ("Agreement") is made and entered into as of the _____ day of _____, _____ (the "Effective Date") between Kurt Commercial Facility Services, LLC ("Company"), a Missouri limited liability Company and _____ ("Contractor"), whose address is _____.

WITNESSTH:

WHEREAS, The Company who desires to engage the services of Contractor as a contractor agrees to all aspects as written and set forth in this Agreement; and

WHEREAS, Company and Contractor desire to enter this relationship that will be governed by all aspects of this agreement.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants hearing contained, and for other good and valuable consideration, the receipt is efficiency of which hereby acknowledged, it is mutually covenanted and agreed by and between the parties as follows:

1. Term.

The term of this Agreement shall be effective as of the Effective Date, and is considered ongoing until/unless the agreement is terminated, with or without cause. Company May terminate this Agreement, with or without cause, with a written notice effective upon receipt by Contractor.

2. Warranty.

Contractor agrees to warranty all work for a period of 30 days unless agreed to otherwise. Agreement must be given in writing by Kurt Commercial Facility Services, LLC.

3. Scope of Work.

Contractor promises, covenants, and Agreements to furnish all labor, services, and equipment to perform the maintenance services described in a verbal or on a written work order (the "Work").

4. Independent Contractor.

The parties agree that Contractor is an independent Contractor, and not an employee of the Company. Contractor should be an independent Contractor and any provision of this Agreement that may appear to give Company and/or Its representative the right to direct the services shall be deemed to mean that Contractors shall follow the desires of Company or its representatives in the results of the service is only and not in the means whereby the services are to be accomplished. Contractor shall have authoritative control as to the means and details of the work. The agents, Representatives, or employees of Contractor, or those of any of its subcontractors, if applicable, shall not be deemed to be agents, Representatives, or employees of the Company.

5. Work Site.

Will be described in the applicable Work Order.

6. Changes to Scope of Work.

Contractor may determine that changes to the scope of the work should be made, including changes to the plans and specifications, from time to time during the execution of the work. Any change in the scope of work must be accompanied by a written "Change Order" Such approved change orders shall become a part of this contract. Company agrees to pay any increase in the cost of the work as a result of a Change Order. In the event the cost of a change order is not known at the time of a Change Order is executed, Contract shall provide an estimate for the cost.

7. Performance.

The resulting work performed by Contractor, or by subcontractors engaged by the Contractor, shall be completed in a workmanlike manner and in compliance with all applicable laws, and OSHA requirements. To the extent required by law, Contractor is responsible for making sure that all local laws are followed and all that required permits are in place and licenses held by any worker(s) associated with Contractor are in compliance, and shall and does hereby indemnify and hold Company harmless from and against any penalties and all other costs and expenses incurred by reason of the non-observance of any such laws, rules and regulations by Contractor or its subcontractors. The Contractor, any of its employees or subcontractors and their employees, shall be considered and are acknowledged to be independent Contractors and not employees of the Company and as an independent Contractor, Contractor can take work, jobs, and projects from any customers, vendors, or Contractors other than those of Kurt Commercial Facility Services, LLC.

8. Safety.

Company makes no representation with respect of the physical conditions or safety of the Work Site. the Contractor Shall, at its own expense and responsibilities, preserve and protect from injury any of its employees engaged in the performance of the work all property and persons which may be affected by its operations and performing the work. Work site safety is the responsibility of the Contractor and Contractor should comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the work. Contractor shall indemnify, defend and hold harmless

Company, and their representative officers, directors, agents and employees from any cost, expenses or liability (Including attorney's fees, fines or penalties) resulting from failure of Contractor to comply with aforesaid laws, regulations and codes.

9. Failure to Perform.

If, in the opinion of Company, Contractors fail to perform the work at any time, such failure should be considered a default. In the event of such default the Contractor agrees to comply with Company on plans for moving forward, this can include (but not limited to), (1) enter on the premises and take possession, for the purpose of completing the work, of all materials and Equipment of Contractor, (2) require Contractor to assign to Company any or all of its subcontracts or purchase orders involving the work; or (3) complete the work either by itself, or through others, by whatever method Company may deem expedient. In case of termination for default, Contractor shall not to be entitled to receive any further payment until the work shall be fully completed and accepted by Company.

10. Permits.

Contractor will include cost of any permits and shall have any and all such permits and Regulatory approvals as may be required by the local municipal/county/provincial government, or any other governmental or administrative agency, in order to legally perform the work required here under.

11. Retirement and other benefits.

As an independent Contractor, Contractor shall have no right to participate in Company's retirement and insurance benefits pursuant to this Agreement

12. Payment.

Compensation shall be agreed upon for each assignment or job and as described in the applicable work order. Company shall pay Contractor in accordance with Company policy. Each application for payment from Contractor shall be submitted to Company and will include a detailed invoice reference in the work order number, and itemize all work performed or supplies and equipment delivered or used in connection with the completion of the work described and the application for payment. Contractor shall be responsible for the payment of all taxes payable with respect to the base compensation and other fee(s), and Company will not make any deductions for payroll taxes or other charges.

13. Vacations and Holidays.

Since Contractor is not an employee but an independent Contractor, there are no Vacations or holiday benefits. For purposes of scheduling, Contractor shall keep Company apprised of any scheduled Vacations or holidays in which Contractor will be unavailable to work.

14. Confidential Information.

Company shall disclose to Contractor, or place Contractor in a position to have access to or develop, Trade Secrets or confidential information of Company or its affiliates; and/or shall and entrust Contractor with business opportunities of Company or its affiliates; and/or shall place Contractor in a position to develop business goodwill on behalf of Company or its affiliates. Contractor recognizes that all documentation and information provided to Contractor are the express property of the Company and

should be deemed to be confidential and constitutes valuable, special and unique property of Company. Contractor shall not, at any time, either during or subsequent to the end of the Agreement, disclose to others, use, copy or permit to be copied, except in pursuant to the Contractors duties for and on behalf of the Company, its successors, assigns or nominees, any confidential information of the Company (regardless of whether developed by the Contractor) Without the prior written consent of the Company. Information readily available to the public is not confidential information. At Company request or upon termination of Contractors work with Company, Contractor will immediately surrender to Company any and all materials, including, but not limited to, copies and electronically-stored data, in Contractor's possession or under his control containing any confidential information. The Contractor and Company understand and agree that the Contractor's obligations under this section shall continue after cancellation of the Agreement whether by Contractor or Company.

15. Company property.

Contractor acknowledges and agrees that all materials, equipment, documents, copies of documents, data compilations (in whatever form), and electronically created or stored materials that Company receives or make contemporaneous with the execution of this Agreement or in the course of engagement shall remain the property of Company and Contractor should immediately return such a property to Company upon companies request or upon cancellation of the Agreement.

16. Indemnification

16.1

Notwithstanding section 16.1, to the extent of its negligence, Contractor shall indemnify, defend and hold harmless Company from claims, of every type and character, which are asserted by Third parties for bodily injury or loss or destruction of property interests in property in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of the work to be performed, services to be rendered or materials to be furnished by Contractor. When personal injury, death or loss of or damage to property is the result of joint or concurrent negligence of Contractor or Company, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such negligence.

16.2

Contractors Indemnification. Contractor hereby releases Company from any liability for, and shall protect, defend, and indemnify, and hold harmless Company, its parent, subsidiaries, Partners, Affiliates, and its respective officers, directors, employees, agents, shareholders, and Joint owners ("Company party") from and against all costs (including the payment of reasonable attorneys' fees), losses, liabilities, demands, causes of action, damages, and resulting from or related, directly or indirectly, to (i) Services provided by Contractor for Company, (ii) injury to, illness or death of Contractor, its parent, subsidiaries, Partners, Affiliates, and its respective officers, directors, employees, agents, shareholders, and joint owners or any employee, officer, director or agent of any Contractor party, or (iii) loss of or damage to any property of Contractor, any employee, officer, director or agent of any sub-Contractor of Contractor, regardless of the cause of such claims, including the sole or joint negligence or gross negligence of Contractor.

16.3

Infringement indemnity. Subject to the limitations herein, Contractor shall indemnify, defend and hold harmless Company from any and all claims, of every type and character, demands, causes of action, damages, costs (including the payment of reasonable attorneys' fees), Liabilities, or proceedings brought against Company for any reason including but not limited to patent, copyright, trademark, intellectual property, trade secret, or other proprietary right infringement arising out of or resulting from the work performed or the materials provided by Contractor in connection with the work under this Agreement and applicable work orders.

16.4

the indemnity, defense and hold harmless obligations and section 16 or limited to the extent necessary to comply with applicable law and this section 16 shall be deemed to be amended to the minimum extent necessary so as to comply with applicable law to the extent such requirements are at variance with these terms and conditions.

the above provisions of the section 16 should not relieve Contractor from any liability arising (during or after the performance of this Agreement) directly or indirectly from any failure by the parties to perform properly its obligations under this Agreement, including without limitation, those obligations relating to the work, Goods, parts or equipment or their quality; and (II) shall be in addition to and not in derogation of or a substitution for the releases or indemnification obligations elsewhere in this Agreement. In the event of a conflict between or among any of the indemnification provisions of this Agreement, the provision (or combination of provisions) affording the Company the greatest Indemnity, defense and hold harmless rights should apply in the particular circumstances in which such conflict arises.

16.5

The obligations of this section 16 shall survive the termination or expiration of this Agreement and shall apply regardless of the amount of insurance coverage held by Contractor, including without limitation, any such coverage under any workers compensation act, Disability Act, or other employee benefit act, or any other act or law which would limit the amount or type of Damages, compensation or benefits payable by or for the Contractor, and shall be both independent of and not limited by or to any insurance carried or provided by the Contractor pursuant to this Agreement or otherwise.

The parties expressly agree that, to the extent required by applicable law to be effective, the indemnity and disclaimers of representations and warranties contained in this Agreement are conspicuous.

17. Insurance.

To support the indemnification Provisions in this Agreement, but as a separate and independent obligation, Contractors, at his own expense, must maintain, with an insurance Company or companies authorized to do business, or through a self-insurance program approved by the Company, insurance coverages of kind and in the minimum amounts throughout the term of this agree. Contractor will agree to obtain the following coverages before starting work. The minimum amount are as follows:

- comprehensive commercial automobile liability insurance with bodily injury and property damage combined single limit per accident of \$1,000,000.00 Including coverage for hired and non-owned auto liability;

- Workers Compensation Insurance compliance with applicable state laws and employer's liability insurance in an amount not less than \$1,000,000.00 covering each parties' respective employees working under this Agreement. Otherwise, Contractor must provide a notarized copy of a Workman's Comp Exemption Form provided by his/her state.
- Commercial (or Comprehensive) General liability insurance, including contractual obligations covered in this Agreement and proper coverage for all other obligations assumed in this Agreement. The combined single limit for bodily injury and property damage of not less than \$1,000,000.00 Per occurrence (with \$5,000 deductible per occurrence to property damage only) and \$2,000,000.00 general aggregate;
- Contractors driving personal vehicles should carry and be required to show proof of primary personal automobile liability insurance with minimum limits of \$100,000 bodily injury per person \$300,000 total bodily injury accident and \$100,000 property damage per accident;
- \$1,000,000.00 personal and advertising injury limit; and,
- all policies shall provide for contractual liability and shall include a standard cross-liability clause for endorsement

17.1 Contractor shall cause his respective Underwriters to waive All rights of subrogation, but not any right to a lien or credit against the proceeds of settlement or judgment against the other party, but only to the extent of the risks and liabilities assumed in this Agreement.

17.2 All liability coverage carried by Contractor with respect to the liabilities assumed by Contractor hereunder shall extend to and protect the Company to the full extent and amount of such coverage, and shall be primary to, and receive no contribution from, any other insurance or self-Insurance programs maintained by or on behalf of or benefiting the Company. The limits and coverages of the insurance obtained by Contractor, except to the extent prohibited or required by law or statute, shall in no way limit the liabilities, indemnification or obligations assumed by Contractor. All of Contractor's liability insurance policies shall name the Company as an additional insured and contain a waiver on the part of the insurer, by subrogation or otherwise, of All rights against the Company. This provision shall be independent of any obligations Contractor has under Section 17 hereof. Contractor's insurance carrier(s) will provide Company, as evidence that the required insurance coverage has been obtained, with a Certificate of Insurance reflecting the amount of any deductibles. Each of Contractor's insurance policies shall provide that it cannot be canceled, materially altered, or allowed to lapse without at least thirty (30) days prior written notice by the insurance Company to Company.

18. Settlement of Disputes.

In the event of dispute relating to this Agreement or any project Agreement arises between Company and Contractor, Company and Contractor will use all reasonable efforts to resolve the dispute through direct discussions for a period of up to thirty (30) days. If the parties cannot resolve the dispute within this period, they shall attempt to mediate the dispute at the location where the work is being performed. If not resolved by mediation, either Company or Contractor agree to use arbitration to resolve any dispute or claim under the procedures established by the American Arbitration Association (AAA) and heard by an arbitrator supplied by the AAA. Any such arbitration should also take place in the place where the work is located. Any mediation or arbitration cost shall be divided equally by both Company and Contractor.

19. Applicable Law.

The parties expressly agree and that, when necessary, the laws of the state of Missouri shall govern the validity, construction, enforcement, and interpretation of this Agreement. The parties also expressly agree that this Agreement shall be governed by and construed in accordance with the laws of the state of Missouri, regardless of potentially applicable choice and conflicts of laws rules

20. Mutual Arbitration Agreement.

In accordance with section 18, all disputes and claims of any sort of relating to this Agreement or any project Agreement between Contractor and Company, if not resolved by mediation, will be determined exclusively by final and binding arbitration. The arbitrator May hear only Contractors or Company's individual claims, will not have the authority to consolidate the claims of any other Contractors of Kurt Commercial Facility Services, LLC, and does not have authority to fashion a proceeding as a class or Collective action or to award relief to a group or class of Contractors in one arbitration proceeding. Signatory Contractor waves the right to file a lawsuit or other civil proceedings relating to the work for this master Services Agreement and the right to resolve disputes or claims in a proceeding before judge or jury.

21. Non-solicitation/Non-disparagement.

In the event of a dispute between the parties with respect to quality of the work, payment or any other dispute related to the performance of this Agreement, Contractor shall in no event Endeavor to disparage Company to current, previous, or known prospective customers or clients, Contractor agrees to not threaten to or effectively place a mechanics lien on any property on which Contractor may have previously worked. Contractor shall in no event, during the term of Engagement under this Agreement, or for a period of twelve (12) months directly following the expiration of this Agreement, directly or indirectly solicit or attempt to solicit any work from any of Company's customers, or known prospective Customers, and with whom Contractor had material contact during the term of Contractors engagement under the terms of this Agreement. Contractor shall be liable to Company in the amount of \$20,000 liquidated damages for each instance in breach of this section.

22. Severability.

This Agreement shall be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstances, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person's our circumstances will not be affected, but should be enforced to the greatest extent permitted by law.

23. Informed Parties.

Each of the parties to this Agreement separately represents and warrants that before signing this Agreement it has fully informed itself of the terms, contents, conditions and effects of the Agreement and in making this Agreement.

24. Entirety.

This agreement and the documents executed there with, if any, constitute the entire Agreement of the parties and supersede any prior understandings are written or oral Agreements between the parties respecting the compromise contained herewith. No variations, amendments, modifications or other changes shall be binding upon a party unless set forth in a document duly and fully executed by the party. No party has relied upon any Agreement or representation not set forth in this Agreement.

25. Integration.

It is expressly understood that these terms and conditions shall apply to any goods or services provided under this Agreement and shall take precedence regardless of any prior Agreements.

26. No Waiver.

No waiver shall be deemed to be made by any party of any of their rights hereunder unless the same shall be in writing and signed by the party to be charged therewith.

27. No Promise or Representation.

The parties each expressly warrant and represent and do hereby State and represent that they have been made no promise or Agreement by the other (which is not expressed specifically within the Agreement) in executing this Agreement. The parties each separately represent that they are relying on their own judgment and are satisfied or have been represented by legal counsel in this matter to the extent needed.

28. Time of Completion.

As to the result required time shall be deemed of the essence. Time is of the essence and respect to the completion of work, and Contractor agrees to do the work covered by the Agreement in Conformity with the required results. Failure on the part of the Contractor to complete the work in a timely manner constitutes a default. "Timely Manner" Is clarified to mean that the scope of work will be delivered Within six (6) days after work order has been submitted unless otherwise noted in writing.

29. Authority.

Each of the parties warrants and represents that it has full power and authority to enter into this Agreement and to bind the parties, and that all-necessary consent and approval have been secured, and that no other consent, approval or actions required.

30. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed and original, but all together shall constitute one and the same Agreement.

31. Construction.

Whenever required by the context of this Agreement, the singular includes the plural and the masculine includes the feminine or the neuter.

32. Communication.

All approvals, consents, notices, request, demands, and other Communications shall be in writing and shall be deemed to have been given, if delivered in person or by an expedited delivery service that provides proof of delivery, if mailed by certified mail, postage prepaid, return receipt should be requested.

IN WITNESS WHEREOF, the parties, by the duly authorized representatives, have a hearing to execute this Agreement as follows:

KURT COMMERCIAL FACILITY SERVICES, LLC:

Kurt Walker SIGNATURE:

Member

DATE:

CONTRACTOR BUSINESS NAME:

AUTHORIZED, PRINT NAME:

AUTHORIZED, SIGNATURE:

DATE: