

## **Independent Contractor Agreement**

This Independent Contractor Agreement (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **JunkAclunker.com**, and \_\_\_\_\_, an independent contractor (Contractor), in consideration of the mutual promises made herein, as follows:

### **Term Of Agreement**

This Agreement will become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and will continue in effect until: ***Terminated by either party***

### **Services to be Performed by Contractor**

Specific Services: Contractor agrees to: ***Referrals from JunkAclunker.com for Junk Vehicle Removal***

Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services.

Employment of Assistants: Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. **JunkAclunker.com** may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

### **Compensation**

Flat Fee: In consideration for the referrals provided to the Contractor, Contractor agrees to pay **JunkAclunker.com** the sum of **Forty Five Dollars (\$45.00)**, upon completion of each Junk Vehicle Removal to be performed.

### **Duties of Contractor**

Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.

Time Interval: Contractor agrees to contact referrals within 24 hours of accepting said referral and complete the Junk Vehicle Removal within 48 hours of accepting said referral. If the Contractor fails to complete the Junk Vehicle Removal within 48 hours, **JunkAclunker.com** has the right to reassign the referral to a different Contractor.

Workers' Compensation: Contractor agrees to provide any required workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify **JunkAclunker.com** for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Liability Insurance: Contractor agrees to maintain a policy of insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold **JunkAClunker.com** free and harmless from any and all claims arising from any such negligent act or omission.

Proper Licenses: Contractor agrees to operate with any state or local required licenses or permits.

Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of **JunkAClunker.com**.

### **Obligations of JunkAClunker.com**

Cooperation of JunkAClunker.com: **JunkAClunker.com** agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

### **Termination Of Agreement**

Termination Upon Notice: Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

### **General Provisions**

Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement: This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor for **JunkAClunker.com**, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Arbitration: Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the American Arbitration Association. The parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in such proportions as the arbitrators decide. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Date \_\_\_\_\_

JunkAClunker.com  
230 Greenbelt Parkway  
Holbrook, New York 11741

Authorized Representatives Signature \_\_\_\_\_

Authorized Representatives Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Independent Contractor Address

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

Independent Contractor Signature \_\_\_\_\_

Independent Contractor Printed Name \_\_\_\_\_