

R & M

CONSTRUCTION SERVICES

INDEPENDENT CONTRACTOR

- a. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the Owner.
- b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.
- c. The parties hereto understands that the contractor and the contractor's employees and subcontractors are not entitled to workers' compensation benefits under any workers' compensation insurance policy of the owner, and that contractor is obligated to pay federal and state income tax and other applicable taxes and other amounts due on any moneys pursuant to this agreement.

NOTICE Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ENTIRE CONTRACT This Contract contains the Entire Contract of the parties, and there are no other promises or conditions in any other Contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements or Contracts between the parties.

CONSTRUCTION DEPOSIT – 50%: \$23,325.00

ROUGHS COMPLETE – 0% \$ N/A

FINAL PAYMENT AS DEFINED IN CONTRACT – 50%: \$23,325.00

TOTAL PROJECT COST: \$46,650.00

AUTHORIZED SIGNATURES:

Signed:  Date: 9/22/23.

Don O'Gorman

Signed: _____ Date: _____

CONTRACTOR:

Signed: _____ Date: _____

Mark Peters