

Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made as of the date listed below by and between Zindars Property Management LLC, an Illinois limited liability company (herein "COMPANY"), and the company listed below. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. Zindars Property Management LLC may retain Contractor in connection with Zindars Property Management's real property improvements to one or more of Zindars Property Management's properties.

2. Representations and Warranties. Contractor represents and warrants that:

- (a) it makes its services available to the general public and does not make its services exclusively available to Zindars Property Management LLC;
- (b) it will provide the Services in a workmanlike manner consistent with industry standards.
- (c) it is a corporation or limited liability company, duly incorporated or organized, validly existing, and in good standing under the laws of the State of Illinois or Indiana;
- (d) it has and will maintain all insurance required by law and Section 6 of this Agreement;

3. Indemnification. Contractor agrees to indemnify, hold harmless, and defend Zindars Property Management LLC from and against any and all judgments, liabilities, damages, losses, expenses, and costs (including without limitation court costs and reasonable attorney's fees) incurred by Zindars Property Management LLC which relate to: (i) Contractor's willful misconduct or negligence in connection with this Agreement or any statement of work ("SOW"); (ii) Contractor's breach of any representation, warranty, or obligation under this Agreement or any SOW; (iii) the violation of any licensure or bond requirement; and (iv) Workers' Compensation claims, overtime claims, tax liability claims, benefits claims, or other liabilities imposed against Zindars Property Management LLC by Contractor's employees or any other party (including governmental bodies and courts), whether relating to Contractor's status as an independent contractor or the status of its personnel.

4. Independent Contractor Status.

(a) The parties hereto are independent contractors. Nothing herein shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto. Contractor will provide the Services using its own independent skill and judgment.

(b) COMPANY will have no right or responsibility hereunder to provide instructions or training, require any work other than what is agreed to by Contractor in this Agreement or any SOW, choose or supervise the personnel used to perform the Services, set Contractor's hours or location of work, other than the actual construction site when required, set the order for or sequence of performing the Services, require progress reports, or provide tools, facilities or equipment.

5. Acknowledgment. Contractor hereby acknowledges and agrees that:

- (a) neither Contractor nor any of its employees is an employee of Zindars Property Management LLC;
- (b) Zindars Property Management LLC will not have any obligation to provide Worker's Compensation coverage for Contractor;
- (c) Contractor will provide Zindars Property Management LLC with suitable evidence of Contractor's compliance with this Section 5 whenever requested.

6. Insurance. Contractor, at its own expense, will obtain for itself and its personnel Worker's Compensation insurance in statutory amounts. Contractor will also obtain Commercial General Liability insurance with limits of liability of not less than one million dollars (\$1,000,000.00) naming Zindars Property Management LLC as an additional insured. Contractor will provide a certificate to COMPANY of such insurance coverage upon request.

7. Limitation of Liability. IN NO EVENT WILL COMPANY HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Severability. The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof will not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition.

9. Entire Agreement. This Agreement constitutes the entire agreement between Zindars Property Management LLC and Contractor and specifically supersede any previous Independent Contractor's Agreements dated prior to the date below. In the event that any provisions in any SOW are in conflict with the provisions in this Agreement, then the provisions in this Agreement will prevail over any such conflicting provisions. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company Name: _____

Company Address: _____

EIN #: _____

Zindars Property Management Rep _____

Zindars Property Management LLC Signature _____