**Independent Contractor/ Piecework Profile**

**Please fill in information completely and to the best of your knowledge.**

Given Name: .

Company Name Driver lic #

Home Address:

å

Email address

Telephone #:

Emergency Contact Name:

Emergency Number

Trade or Scope of work:

Do you have an accepted proposal yes no

What would you want us to include in your personal profile? Bid Items etc.

Contractor Signature: Date: 

I have read and understand the rules and policies of an Independent Contractor, Pieceworker, Contractor, agreement between myself and the “Company”. I agree to be bound to the policies and understand that any deviation from the policies can result in cancellation of my contract. I understand that taxes insurance, city, state and federal requirements are my obligation and I agree to indemnify the company against all claims.

Si no lee en inglés o no comprende este acuerdo, no lo firme. Consulte con su asesor.

Page I of 5

# Rules and Procedures

We take pride in our company, in the services we provide and want to be proud to represent you to our prospective clients. We only represent the best tradesmen and subcontractors who will reflect positively on us, themselves and give our clients professional service. To offer the highest quality of service we have instituted minimum requirements, rules and regulations. Our rules and regulations are based on mutual respect and are not intended to be overly burdensome and your adherence to them will insure our continued loyalty and support to you.

THE RULES ARE AS FOLLOWS:

Please initial each rule and regulation.

1. Contractors shall call into the office every day to advise us of your availability and check in with the project manager upon arrival to the project. We will not tolerate your late arrival to a scheduled appointment.
2. After accepting a project, you shall arrive time, dressed in proper personal protection equipment and guarantee you will complete the project on time and on schedule. This includes having the proper tools and equipment.
3. You shall NOT discuss the rules of or the specifics of our agreements with the clients directly. Your point of contact is the “Company” and its representatives.
4. You must always have a friendly yet professional demeanor with staff and most particularly the clients

5) You shall not be intoxicated when arriving for an appointment.

1. You shall not be in possession of or under the influence of drugs of any kind or nature excepting prescription medications that do not affect your working ability.

7) You shall not offer, solicit or accept an offer for additional services directly with the client.

1. You are responsible for owning and maintaining your own schedule to ensure the project is completed according to the project schedule. Staffing overtime and logistics are the responsibility of the Contractor.

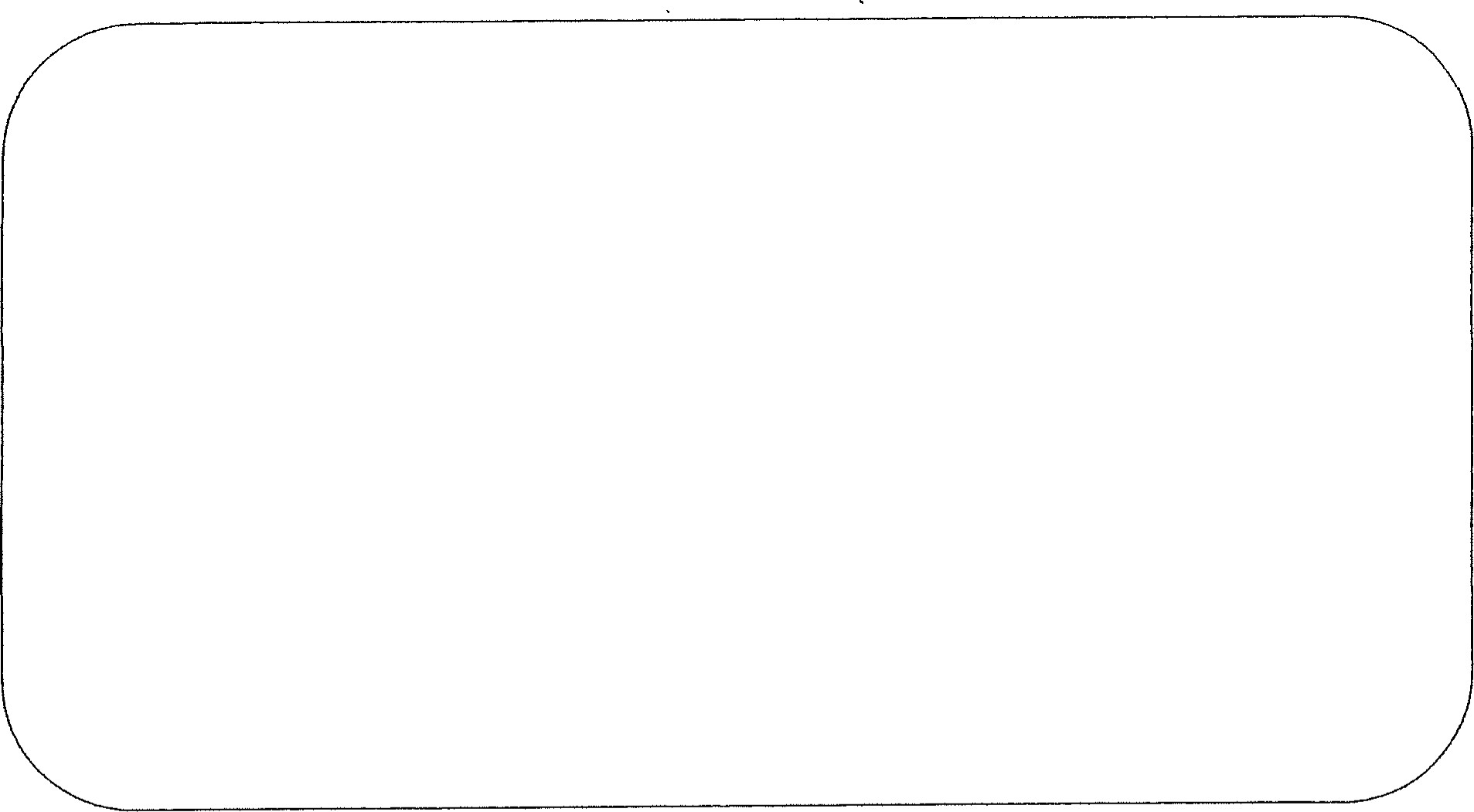
9) As an independent contractor you are solely responsible for your own taxes.

10) As an independent contractor we will not offer, nor shall you be covered by the “Company’s” workman’s compensation insurance.

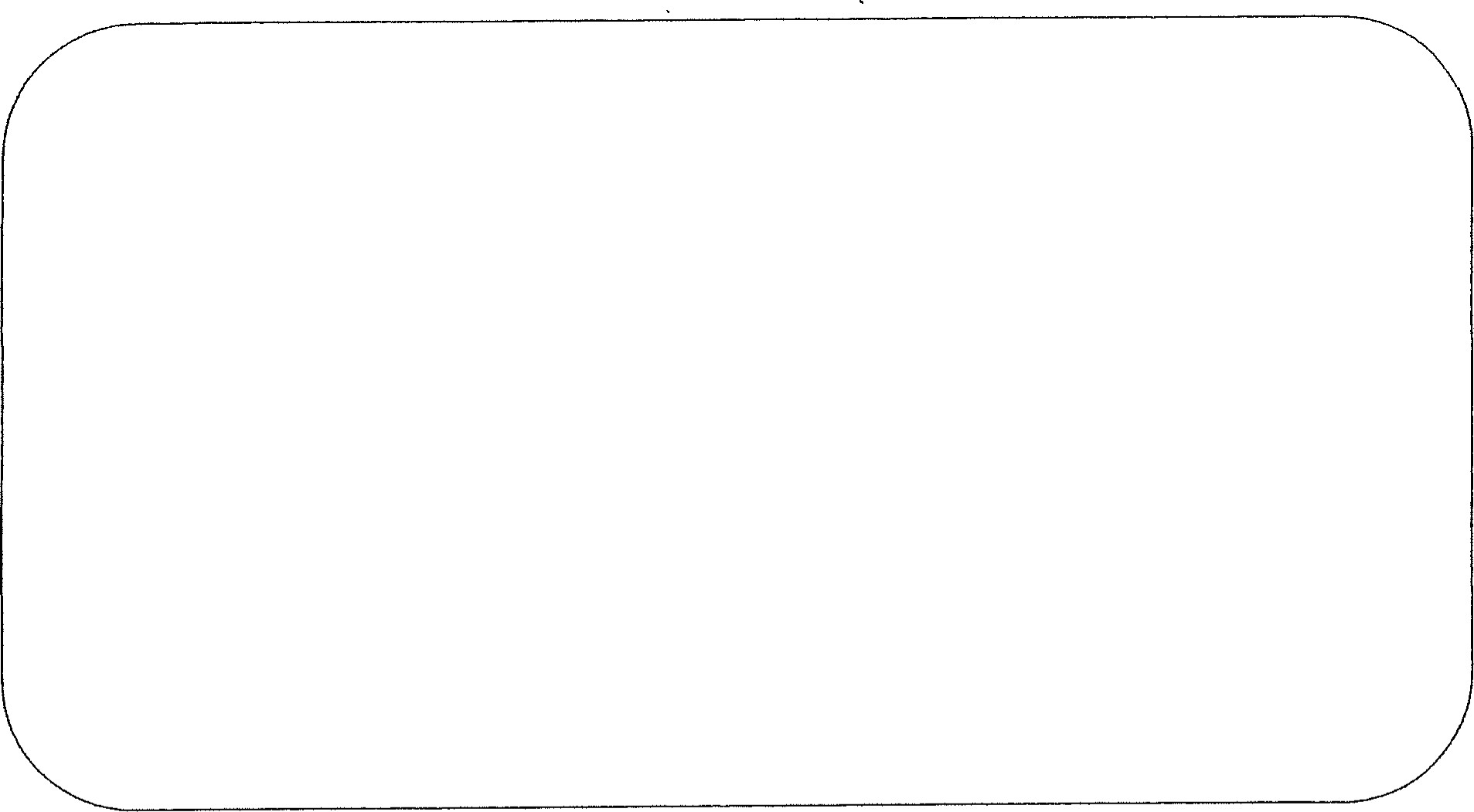
11) If a personal emergency arises call us immediately following the stabilization of the emergency

Copies of Identification

State Issued Driver's License or Identification Card



ACH agreement wire transfer information for payments. Please attach a copy of a voided check



-

Independent Contractor Agreement

This independent Contractor Agreement (hereinafter “Agreement") is made and entered into by and between:

The “Company” its representatives or Clients

Las Vegas, Nevada

(hereinafter, "Company");

And,

(hereinafter, "Contractor”).

Company and Contractor are sometimes referred to herein by the word 'Party"; and, sometimes collectively referred to herein as "the Parties"

## Article I

Recitals of Fact

Section 1.01. Representations of the “Company”. The Company provides various construction services and is duly licensed in Clark County Nevada. The Company attempts on a "Best Efforts Basis" to introduce Contractors to clients whom the Company has entered into agreements, with and to unknown third persons (hereinafter, "Customer(s)"), who shall pay a fee for construction services.

Section 1.02 Representations of Contractor. Contractor is over the age of eighteen (18) years and desires to retain the services of Company to market Contractor's available time to the Customers that may hereafter be introduced by the "Best Efforts" of Company. Contractor hereby promises, covenants, warrants and agrees not to engage in any unlawful or deceitful conduct of any nature whatsoever that would result in harm to the Customer, employees or property; that would harm Company’s business reputation. Contractor shall conduct themselves in a manner that conforms to the best practices of the industry. It is hereby acknowledged and agreed by Contractor that the term "Company”" wherever set forth herein includes without limitation each of Company’s principals, members, shareholders, officers, directors and employees

Section 1.03. Consideration - Intent to be Bound. In consideration or the foregoing Recitals of Fact and the terms and conditions set forth below, The Contractor hereby agrees , covenant, warrant and agree to be bound by the provisions hereof as follows:

## Article Il

Relationship, Duties and Obligations of the Parties

Section 2.01. Independent Contractor Relationship. The relationship by and between Company and Contractor is that of independent contractors to each other. Nothing in this Agreement is intended to, or should be construed to create a partnership, joint venture, agency or employer/employee relationship between Contractor and the Company. Even though the Company may make certain benefits available to its Contractors, Contractor shall not have a right or entitlement to the benefits that Company may make available to their employees. Contractor is not authorized to make any representation, contract or commitment on behalf of the Company. Contractor is solely responsible for and will file on a timely basis, all tax returns and compensation disclosures required to be filed with or made to any federal, state or local tax and/or licensing authority. No part of Contractor's compensation will be subject to withholding. The Company will regularly report amounts paid to Contractor by filing Form 1099-MiSC with the Internal Revenue Service. The Company shall not be liable for contributions to or for social security, state disability or any other payroll taxes, duties or obligations.

Section 2.02, Time and Manner of Performance, Except after Contractor has agreed to an appointment with a Customer in conformity with the expressed needs, requests, building plans, schedules and itinerary of the Customer, Contractor shall supervise performance of their own services and have control over the time when, the manner and means by which services are performed. Except if purchased by the Customer and delivered to Contractor in advance of the appointment, Contractor will provide their own accessories and materials conforming to the needs, requests and plans of the Customer. The Company will be entitled to monitor the results of services performed by Contractor to assure timeliness, punctuality and satisfactory performance to the expectations of Customer(s), including the right but not the duty to evaluate Contractor's performance; the right but not the duty to make recommendations as to improving Customer satisfaction in the future; the right but not the duty to propose modifications to the Contractor's performance and demeanor in conformity with the Company’s overall professional image; and, the right and power to terminate this Agreement and the providing of services to Contractor should Contractor fail to conform their conduct to the Contractor Policies that shall be developed hereafter and as may be amended from time to time.

Section 2.03. Insurance. Contractor Shall obtain and maintain policies of liability insurance for Contractor's fidelity, acts, omissions and automotive liability, with umbrella excess liability coverage, for liability or loss arising out of or in any way associated with any act, act of performance, error or omission of Contractor that could be imputed to and/or for which The Company could be alleged to be vicariously liable, with coverage to the Company as broad as that which is provided to Contractor and not lessened or avoided by endorsement

The policies of insurance shall identify the Company as an additional insured and loss payee thereunder for losses or damages resulting from the acts or omissions of Contractor while in route to provide services to Customer(s); while providing services to Customer(s); and, in route from providing services to Customer(s) introduced by the Company. 

The Company may but shall have no duty to obtain and maintain any form of insurance for the benefit of Contractor.

Section 2.04- Delegation of Customer Appointments Prohibited. Contractor shall not delegate or substitute a third person to attend any appointments arranged by The Company. If unforeseen circumstances arise that are beyond the control of Contractor that would make attending or completing a an appointment impossible or impractical, Contractor shall immediately notify The Company who shall then arrange an alternative Contractor to attend to the needs of the Customer(s).

Section 2.05. Problem Resolution Meetings. The Contractor is required to meet with the the Company’s personnel, or designated representatives, to resolve technical or contractual problems that occur during the term of this Agreement or to discuss the progress made by Contractor and the Company in the performance of their respective obligations. Attendance at meetings shall be at no additional cost to the Company. Contractor will be given a minimum of one (1) days notice of meeting dates, times and location. Notwithstanding that personal attendance at meetings are required, occasionally a conference call meeting may be substituted. Consistent failure to attend and participate in Problem Resolution Meetings; missing two (2) consecutive meetings; or, failure to make a good faith effort to resolve problems shall be deemed a material breach of this Agreement entitling the Company to terminate this Agreement

Section 2.06. Contractor Performance Assessment The Company may do assessments of the Contractor's performance. This Agreement may be terminated due to Contractor's poor performance assessments. Contractor will have the opportunity to respond to poor performance assessments. The Company will make any final decision to terminate this Agreement based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment reported to or discovered by the Company with regard to accounting issues, availability, tardiness, absence and complaints by Customer(s) or governing agencies. If the Company opts to terminate this Agreement for such causes, Contractor will be provided with the Company’s determination of the issue in a written Notice of Intent to Terminate Agreement.

Section 2.07. Compliance with Laws. Contractor hereby promises, covenants, warrants and agrees that all services to be provided by Contractor will be provided in conformity with all applicable laws, ordinances and regulations now in effect or hereafter adopted, including without limitation all federal and state consumer privacy laws. Contractor shall if required by any law, ordinance or regulation now in effect or hereafter adopted, obtain and maintain current licenses and/or permits; and, Contractor shall rnaintain for inspection current personal and business records and other forms of documentation and authorizations that may be required to comply with such laws and regulations.

Section 2.08. Personal Health Records. Contractor hereby promises, covenants, warrants and agrees to provide to the Company evidence of their physical health in a form acceptable to Company. The existence of a disease or health related issue shall not in and of itself preclude the Company from utilizing the services of the Contractor. Contractor guarantees that they are physically capable of performing the agreed scope of work The failure of Contractor to allow disclosure or to disclose to the Company a past or recently discovered health related issue shall be grounds for immediate termination of this Agreement.

Section 2.09. Criminal Records and Background Verification.The Company may but is under no obligation to have Contractor undergo a background investigation initiated or completed prior to providing marketing services on behalf of the Contractor, as well as, during the term of this Agreement. This investigation may include but is not limited to Contractor's fingerprint credit history, as well as, past criminal history. Contractor shall provide all information and documentation necessary to obtain an accurate result of the inquiries to be performed, including copies of identification required by Title 18 U.S.C. Section 2257. The existence of a past criminal history shall not in and of itself preclude the Company from providing marketing services for Contractor but may require the Company to make disclosures of such. The failure of Contractor to disclose to the Company a past criminal history or, recent criminal arrest or indictment shall be grounds for immediate termination of this Agreement- All information and documentation provided by Contractor shall be true and correct.

Section 2.10- Authorization to Utilize Contractor's image, Likeness and Voice.

Contractor shall provide the Company with tasteful photographs of Contractors finished work or Company shall photograph, videotape and digitally record the image, likeness and voice of  Contractor for Companys publication in advertising materials including without limitation publication by the Company on its Internet web site. The Company shall be deemed to own the images, likeness and recordings delivered to or captured by or at the request of the Company; and, Company is granted an exclusive license with the right to sub-license the use thereof-

## Article

Compensation, Rights and Benefits

Section 3.01. Hourly Fees Collected by Contractor Payment to the Company . In consideration for the Company referring its Customers to Contractor, Contractor hereby promises, covenants, warrants and agrees to pay the Company in the event the Contractor receives a payment from the Customer or any third person immediately upon conclusion of any appointment arranged by the Company.

Contractor shall discourage Customers from contacting Contractor other than through the Company. Notwithstanding, the Parties anticipate that Customers may discover a means to contact Contractor, or that a Customer and Contractor may inadvertently provide services to a Customer. Consequently, Contractor hereby promises and agrees that anytime within two (2) years of the introduction of a Customer to Contractor, should any Customer introduced utilize the services of Contractor even though an appointment not arranged through the Company, that Contractor shall immediately notify the Company of such; and, upon conclusion of any appointment, immediately pay the Company an amount equal to forty percent (40.0%) of the gross sale amounte Contractor shall receive as a result thereof.

Section 3.02. Fees Collected by the Company - Payments to Contractor. In the event that the Company shall first collect the hourly fee for and on behalf of the Contractor, the Company is hereby authorized to retain the Company’s fee thereof and disburse to Contractor the remainder.

Section 3.03. Intentionally left blank

Section 3.04. Withholding of Payments. In addition to any other remedy allowed by law, Company may withhold Contractor payments if the Contractor has not performed in accordance with a term, condition or provision of this Agreement resulting in a calculable loss to the Company.

Section 3.05. Credit Card Processing Fees — Charge Backs. Processing Fees and Charge Back allowances that shall be charged or levied on services provided or purchases of whatever nature will be passed through to Contractor.

Article IV

Continuing Covenants

Section intellectual Property. "intellectual Property" any and all tangible and/or generated or maintained names of Customers; proprietary information of Customers including but not \limited to Customer credit card and/or banking information, Customer telephone numbers, Customer physical and electronic addresses, personal information of any kind; any of the foregoing information as to other contractors of the Company’s ; writings; images, including images oi the Contractor; new Of useful of; discoveries; inventions; improvements; technical developments; processes; know-how; formulae; manufacturing or development techniques; or ideas• whether or not patentable; and, all copyrightable works whether or not copyrighted, designs; works; trademarks; patents 'and/or patent applications whether or not filed; software, artwork and images including artwork and images of the Contract. Or that is conceived, developed, made, designed or generated reduced to tangible or electronic form whether or not used or practiced and/or published by the Company, even if such was made by or of, conceived by or for, or reduced to practice by Contractor for or by the Company under this Agreement, are deemed by the Parties to be the sole property and "Trade Secrets" of Company as that terms has meaning and the right and power of protection under Chapter 600A of the Nevada Revised Statutes and any other relevant provisions of Nevada law.

Section 4.02 Transfer of Title to Company — Further Assurances. Contractor hereby agrees and by this Section transfers title to and sole ownership to Company all writings, and the content of any article or other narrative about or pertaining to Contractor, together with all images) sketches, drawings and caricatures of Contractor with the right and power to publish and republish the same without the prior written permission of Contractor. Contractor agrees to assist the Company in any reasonable manner to obtain and enforce the Company’s benefit patents, copyrights, maskworks, and other property rights in any and all countries, and Contractor agrees to execute, when requested) patent, copyright or similar applications and assignments to Company and any other lawful documents deemed necessary by Company to carry out the purpose of this Section. {if called upon to render assistance under this paragraph, Contractor will be entitled to reimbursement of the reasonable expenses to be incurred by Contractor approved in advance by a writing executed by the Company. In the event that Company is unable for any reason to secure Contractor's signature to any document required to apply for or execute any patent, copyright, maskwork or other applications with respect to any  Property (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and in its behalf and instead of Contractor, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by Contractor .

Section 4.03. Confidential information . "Confidential information" as used in this

Agreement shall mean any and all names of Customers: proprietor,/ :information of Customers including but not limited to Customer credit card and/or banking information, Customer telephone numbers, Customer physical and electronic addresses Customer medical or persona! information of any kind; any of the foregoing information as to other contractors of the Promoter; at} technical! and non-technical information and proprietary information including without limitation techniques: business models, business plans, investors, tending sources, banking information, financial information, Intellectual Property, apparatus, equipment, software programs and software source code documents, related to the current, future and proposed products and services of the Company, its suppliers and customers, The Company’s information concerning research, development design details and specifications, engineering information, procurement requirements, purchasing and manufacturing information, business forecasts, sales and merchandising and marketing plans and information all oi which are hereby deemed to be proprietary Trade Secrets belonging exclusively to the Company as that terms has meaning and the right and power of protection under Chapt.er 600A of the Revised Statutes and any other relevant provisions of Nevada law

Contractor will use the Company’s Confidential Information solely to perform services for the benefit of the Company. Contractor agrees that it shall treat all Confidential Information of the company with the highest degree of care. Contractor shall immediately give notice to Promoter of any unauthorized use or disclosure of the Company’s Confidential Information Contractor agrees to assist Promoter in remedying any such unauthorized use or disclosure of the Confidential Information and to that end agrees to be bound by Inevitable Disclosure Doctrine as held to be enforceable in U.S. Court of Appeals, 7th Circuit, (1995, Pepsico inc. v. Redmond) and such other cases that follow its holding.

Section 4.04. Non-Competition. Contractor hereby agrees that once Contractor has been introduced to a Customer by Promoter and/or has commenced to provide services to a Customer on behalf of Promoter, Contractor shall not for a period of two (2) years from the date of such introduction or the date of commencement of such services, whichever is later, directly or indirectly, whether as a principal, stockholder, partner, agent, independent contractor, employee, or in any other individua! or representative capacity; provide, attempt to provide, or advise others of the opportunity to provide, any to such Customer, unless as a result of a recurrent placement by Company or otherwise with Promoters consent. Contractor acknowledges that this covenant not to compete is an independent covenant that shall survive the termination of this Agreement.

Section 4.05. Non-interference with Business. During this Agreement, and for a period of two years (2) immediately following its termination, Contractor agrees not to interfere with the business of Promoter in any manner. By way of example and not of limitation, Contractor agrees not to solicit or induce any employee or independent Contractor to terminate or breach a covenant, contractual or other relationship with the Company .

For a period of two (2) years from and after the termination of this Agreement, Contractor hereby agrees to be enjoined from directly or indirectly soliciting business of any nature for the benefit of themselves or a third person or entity, with any of the Company’s Customers for a period of two (2) years from and after the termination of this Agreement, Contractor hereby agrees to be enjoined from soliciting, inducing, or attempting to induce any other of the Companys employees to leave the Company and become engaged with any other executive recruiting firm, employment agency or temporary personnel construction service business for a period of two (2.) years from and after the termination of this Agreement, Contractor hereby agrees to be enjoined from disclosing, furnishing, or making accessible to any person, firm, corporation: or other entity, or making I-Ise of, any Confidential Information obtained while he or she was a Contractor of the Company including information obtained through the Customer and candidate databases of the Promoter.

Section 406. Indemnification by Promoter. Promoter agrees to defend, indemnify and hold harmless Contractor and each of its respects directors officers, employees and agents (each such person being called a '(Contractor indemnitee") against, and to hold each indemnitee harmless from% any and all losses% claims, damages, liabilities and related expenses, including counsel fees, charges and disbursements, incurred! by or assertion against any Contractor indemnitee arising out of, in any way connected with, or as a result of any and all third person damages occasioned by Companys breach of any provisions of this Agreement; provided that such indemnity shall not, as to any Contractor Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined to have resulted from the negligence or willful misconduct of such Contractor Indemnitee.

Section 4.07. Indemnification by Contractor. Contractor agrees to defend. indemnify and hold harmless Company and each principal, member, shareholder, officer, director, employee, agent and affiliates (each such person being called a "Company Indemnitee") against, and to hold each Indemnitee harmless from, any and al! losses, claims, damages, liabilities and related expenses, including counsel fees, charges and disbursements , incurred by or asserted against any Promoter Indemnitee arising out of, in any way connected with, or as a result of (i) any of the acts or omissions of Contractor or an employee or agents of Contractor; (it) any claim, litigation, investigation or proceeding relating to the acts or omissions of any, or with respect to or by, Contractor's performance under this Agreement, including, but not limited to, any claims that acts of Contractor violated arty law while performing a service for a Customer or, did an act in violation of law to a Customer; or (iii) any and all damages occasioned by Contractor's breach of this Agreement; provided that such indemnity shall not, as to any Companys indemnitee, be available to the extent that such losses, claims, damages, Liabilities or related expenses are determined to have resulted from the gross negligence or willful misconduct of such Promoter

Section 4.08. Survival of Articles . The rights and obligations contained in Article 4 shall survive any termination or expiration of this Agreement and remain binding against the Parties for a period of two (2) years thereafter.

## Article V

General Provisions

Section 5.01. Term and Termination. This Agreement is effective as of the Effective Date set forth below and shall be binding on the Parties for a period of two (2) years unless terminated earlier due to material breach of a material term or condition set forth herein or, as a result of a right and power set forth herein,

Section 5.02. Accuracy of Representations. Contractor represents, warrants and covenants that alt information provided by Contractor for consideration by Company determining to represent Contractor; and , that Shall hereafter be provided is accurate and be true to the beet of Contractor's knowledge. a-contractor understands that a material misrepresentation of any fact may result in imediate termination of the services by Promoter and will subject Contactor 'to damages for any harm caused to Companys, customers and third persons or entities injured as a result thereof.

Section 5.03. Acknowledgements Independent Obligations. The Parties expressly acknowledge that the terms arid conditions of this Agreement have been the subject of active and complete negotiation between the Parties and represent the Parities' agreement taking into account each Party's level of risk associated with the performance or nonperformance of its obligations under this Agreement and the payments and other benefits to be derived by each Party pursuant to this Agreement.

Section 5.04. Severability. Each provision of this Agreement shall be considered enforceable such that if any provisi0!2 conflicts with existing or future this shall not affect any other provision of this Agreement that is consistent with law, and the remainder of this Agreement shall remain in full force and effect. If at any time any of the agreements or covenants hereof shall be deemed invalid or unenforceable, such agreements or covenants Shall be considered divisible as to such portion and shall become immediately amended and reformed to include only such agreements or covenants as are enforceable by any court of such jurisdiction. All surviving clauses as so amended shall be construed so as to effectuate the purpose and intent of the Parties.

Section 5.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any dispute in connection herewith shall be brought in the state or federal\ courts of Nevada; and, The Parties hereby consent to such courts' exercise of personal jurisdiction over them.

Section Miscellaneous. Contractor represents that he/she has read and understands the terms of this Agreement, has had an opportunity to ask questions and to review this Agreement with the legal counsel of his/her choice, is not relying on any advice from Promoter in this regard, and is voluntarily signing this Agreement. This Agreement may be executed in any number of counterparts and by representative signatures transmitted by facsimile transmission, each of which shah be deemed to be an original; and a!! of which together shall be deemed to be one and the same instrument,

Section 5.07. Successors and Assigns. Contractor may not delegate their duties under this Agreement without the expressed written consent of Contractor. Contractor may assign their right to compensation to a third person, however, such assignment will not constitute a duty on the part of Promoter nor subject Company to Liability to Contactor or, to Contractor's assignee as a result of Promoter acting in reliance upon such assignment or, for Promoter's failing to do any act notwithstanding notice of such assignment.

It is expressly agreed to by and between the Parties, that Promoter may without notice or consent of Contractor delegate its duties and assign ail or any part of its rights under this Agreement to any third person or entity for or without consideration; and, Contractor will continue to perform its duties hereunder for any subsequent delegate or assignee for the duration of this agreement.

Section 508. injunctive Relief for Breach. Contractors obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result irreparable arid continuing damage to the Company or which there will be no adequate remedy at law; and, in the event of such breach, the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate)-

Section 5.09. Default}t- If either Party materiality defaults in the performance of any of its obligations under this Agreement] which default (a) if of a non-monetary nature, is not substantially cured within ten (10) days after notice is given to the defaulting Party specifying the default or, with respect to those defaults that cannot reasonably be cured within ten (10) days, should the defaulting Party fail} to proceed within ten (10) days to commence curing the default and thereafter ta proceed with al reasonable diligence to substantially cure the default; or (b) if of a monetary nature, is not cured within thirty (30) days after notice is given to the defaulting Party specifying the default, the Party not in default may by giving written notice thereof to the defaulting Party, terminate this Agreement and all outstanding Work Orders as of a date specified in such notice of termination not less than thirty (30) days after the date such notice of termination is given. A Work Order may, if expressly so indicated, provide for its own tern and termination . Upon termination in whole or in part of any Work Order, Contractor will cease performing the applicable services under such order at such time and in such manner as Promoter may request and shall take all reasonable actions to minimize expenses applicable to the terminated work.

Section 5.10. Effect of Termination. Upon expiration or termination of this Agreement and all Work Orders for any reason, Contractor will cease to perform Services for The Company, and company will pay to Contractor all valid and uncontested sums due to Contractor as a result of Services performed and expenses incurred (including those expenses that) instead of being concurrently billed , have been included in future payments to be made by Promoter and are expressly indicated in the applicable Work Order to be due for such prior, fully performed Services) through the effective date of such expiration or termination (prorated as appropriate). The expiration or termination of this Agreement and all work Orders for any reason will not release either Party from any liabilities or obligations set forth herein or therein (a) the Parties have expressly agreed survive any such expiration or termination, (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination, such as warranties and indemnification rights, or (c) pertain to ownership or licenses of deliverables or other matters. Upon termination of this Agreement, Contractor shall immediately turn over to the company all programs; reports, data, specifications, diagrams, Confidential Information, and other material generated with respect to providing Services furnished to Contractor by Promoter pursuant to this Agreement.

Section 5.11. Contract Repotting.

Term contract holder(s) shall furnish quarterly reports of performance, sales and usage. together with money collected and disbursed for hourly fees and sales of goods and services. Reported volumes and dollar totals may be verified with company’s staff during regular business hours on 48 hours advance notice.

Section 5.12. Access and Retention of Records. The Company agrees to provide the Contractor or their authorized agents access to any records necessary to determine performance. The Company agrees to create and retain records on the Contractor's performance levels for a period of three years after either the completion date of this contract.

Section 5.13 Notices. All notices required to be delivered to a Party hereunder shall be delivered to the following addresses, or any other addresses designated by the Parties by notices delivered in accordance with this Section as follows.

if to Company:

[Stevep@azcivilconstructors.com](mailto:Stevep@azcivilconstructors.com)

737 N Main St

Las Vegas, Nevada 89101

If to Contractor:

Electronic Mail:

Communications shall be deemed duly delivered upon personal delivery, or three business days after being mailed or emailed in accordance with this Section. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified; (b) two (2) business days after deposit with a reputable overnight courier prepaid for overnight delivery and addressed as set forth above; (c) five (5) calendar days after deposit with the United States Post Office, postage prepaid, registered or certified with return receipt requested and addressed as set forth above; or, (d) two (2) calendar days after electronic mail transmission when properly communicated to the electronic mail address set forth above. Each Party shall have the right to change the address that they would request notices to be sent from time to time, by notice to the other Party as provided hereinabove.

Section 5.14. Headings and Captions. The section headings and captions contained here are for convenience only and shall not affect the construction or interpretation hereof.

Section 5.15. Construction. The Parties arrived at the provisions in this Agreement after negotiation. If anything in this Agreement proves to be unclear or capable of being interpreted in different ways, the disputed term or condition shall not be construed against one Party merely because that Party drafted it. Words and phrases herein will be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The word "including" means "including without limitation."

Section 5.16. Counterparts. This Agreement may be executed by facsimile at-r d in counterparts, each of which shall be deemed an original} and a!' of which together shall constitute one instrument.

Sect-ion 5M 7 - Attorneys' Fees. if any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys; fees and costs in addition to any other relief to which such Party may be entitled.

Section 5. '18. Further Assurances- The Parties shall perform a" such further acts, provide such further documents or written assurances and execute such further documents as are reasonably required or necessary to carry out the acts and transactions  by 

Section 5.49. Entire Agreement Waiver. This Agreement consists of twelve (12) consecutively numbered pages, together with the exhibits, schedules and appendices identified herein and attached hereto, and/or incorporated herein by reference as if set forth in full, when taken together constitute the entire Agreement between the Parties and supersede prior representations, understandings and agreements between the Parties relating to the subject matter hereof. No change, waiver or discharge hereof wilt be valid unless it is in writing and is executed by the authorized representatives of both Patties.

Section 5.20. Execution of Agreement. By executing this Agreement, each Patty represents to the other that this Agreement has been duly authorized and constitutes a valid, fully enforceable and binding obligation of such party 

EN WITNESS whereof, the Parties have caused this Agreement to be executed as of the dates indicated herein below, with the intent that this Agreement shaft become effective, operative and binding against them on the date last set forth below ("Effective Date").

By signing this agreement contractor agrees to be bound by this agreement.

Contractor . Dated : .

By: