



## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 13th day of July 2022**

**BETWEEN:**

Rachel Riser and Alan McMahon of 6568 General Haig Street, New Orleans, LA 70124  
(the "Client")

**- AND -**

M & Z Renovations, LLC of 2306 Annunciation St, New Orleans, Louisiana, 70130  
(the "Contractor").

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client. The contractor is a Licensed Residential Building Contractor in the State of Louisiana, State License No. - 884578
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement. All work completed under this contract is guaranteed to be free from defect for a full year after the completion of the work described below. Exemptions to the guarantee include but are not limited to negligence, normal wear and tear, and acts of God.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

See Attachment A with description of services to be provided.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### **Term of Agreement**

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
2. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

### **Performance**

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

1. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows: Total payment of \$16,000
  - a. Downpayment 60% (due prior to the start of construction), \$9,600.00
  - b. Progress Payment 25% (due 2 weeks after start of construction) \$4000.00
  - c. Completion Payment (due at the end of construction), \$2400.00
2. Invoices submitted by the Contractor to the Client are due within 7 days of receipt.

### **Reimbursement of Expenses**

1. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services under this Agreement.
2. All expenses must be pre-approved by the Client and submitted in electronic or written form by the Contractor.

### **Penalties for Late Payment**

1. Any late payments will trigger a fee of 3.00% per month on the amount still owing after the first month of delinquency.

### **Capacity/Independent Contractor**

1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
2. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## **Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Rachel Riser and Alan McMahon

6568 General Haig Street, New Orleans, 70124

- b. M & Z Renovations, LLC

2306 Annunciation St, New Orleans, Louisiana, 70130

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **Indemnification**

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **Modification of Agreement**

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **Time of the Essence**

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **Assignment**

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **Entire Agreement**

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **Enurement**

1. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **Titles/Headings**

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**


1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Louisiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

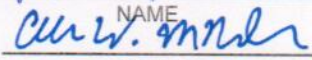
**Waiver**

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Contractor :  (Sign)  
Zachary Bogardus, M&Z Renovations, LLC

Date: July 13, 2022

Client :  (Sign) Rachel Riser  
NAME (Owner)

Client :  (Sign) Alan McMahon  
NAME (Owner)

Date: 7/18/2022



**Attachment A**  
**PROJECT: 6568 GENERAL HAIG**  

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**504-517-2474**  
**2306 Annunciation St.**  
**New Orleans, LA 70130**  
**zack@mzrenovations.com**

## PROJECT OVERVIEW

	Description	Total
BATHROOM	<ul style="list-style-type: none"><li>- Labor for demolition</li><li>- Frame in new bathroom</li><li>- Install electric for fixtures and outlets</li><li>- Install necessary plumbing</li><li>- Install shower surround and vanity</li><li>- Finish as needed, sheetrock, paint and trim</li></ul>	\$12,500
ALLOWANCES	- Allowances for items such as fixtures, floor tile, shower surround and vanity are not included in the pricing as they are high variability items.	
CLEANING AND WRAP UP	<ul style="list-style-type: none"><li>- Final Wrap-up and punch list items</li><li>- Professional construction site cleaning</li></ul>	\$500
INSPECTION & PERMITTING		\$2500
	Disposal and Waste Management	\$500
		<b>Total \$16,000</b>

Due to fluctuating material pricing, this estimate is only valid for 30 days.