

### **Independent Contractor Agreement**

**This independent contractor agreement, hereafter known as the “Agreement” or the “Consulting Agreement”, defines the expectations, duties, responsibilities, and conditions between-**

**[Consultant] –** Copper Valley Residential Painting Consultants  
114 Quail Creek Terrace, Copperopolis, CA. 95228

**[Owner/Client] –**

Under the terms of this Agreement, pursuant to the governing laws of the State of California, both the Owner/Client and the Consultant agree that the Consultant is an independent contractor and is not an employee. The Consultant is not a Sub-Contractor for any painting Purposes in the State of California and is not affiliated with any paint manufacturers. It is also agreed that the Consultant shall not be held liable or responsible for the documented or said actions of any Sub-Contractors hired by the Owner/Client, including for any labor or application warranty/guarantees provided to Owner/Client from the Sub-Contractor and for any state construction law or building codes that the hired Contractor may be in violation of as a provision of this agreement.

**WHEREAS**, the Consultant offers consulting services on behalf of the Owner/Client, and the Owner/Client seeks to retain the Consultant as an independent contractor in alignment with the Owner/Client’s needs, both parties agree to the terms and conditions of the entire agreement unless they are superseded by the governing laws of the state of California.

#### **IT IS AGREED AS FOLLOWS:**

##### **1. Services Provided to The Client**

The consultant agrees that the Owner/Client shall be provided with consulting services, including oversight of all phases of the project during the performance of the paint contractor and field crew, as well as all materials supplied by the approved manufacturer. The skills, guidance, expertise, and knowledge required to paint the exterior of a single-family residence, as per the PCA Painting Standards (Painting Contractor Association), for which it is commissioned.

A percentage rate of 8.0 % of the lowest base bid total painting contract price submitted, and as stated by the lowest bidding Painting Contractor, shall be paid to the Consultant/owner of Copper Valley Residential Painting Consultants for all services rendered, upon completion and acceptance for the completed exterior painting of the Owner/Client's home/project.



**As part of this consulting agreement, the Consultant also agrees to the following services provided:**

**Step 1: Comprehensive Pre-Inspection** – Inspecting all exterior surfaces and substrate for dry rot, termite infestation, and water damage. Issues are identified and referred to licensed contractors for an estimate for repair before painting operations begin to avoid any delays. For multi-story homes, we use drone technology to document damage in hard-to-reach areas. Additionally, we'll document the existing conditions of the surrounding property with photos before painting operations, to ensure that nothing is damaged and remains intact throughout the project's completion. A portable restroom is also provided for the crew's convenience.

**Step 2: Manufacturer-Backed Paint Specifications** - Once a paint brand is selected, a manufacturer's representative will visit your home to assess the existing condition of the home's exterior paint coatings. Then, a printed extended warranty specification will be prepared and drafted specifically for your home's requirements and will be a requirement for the awarded painting contractor to execute and comply with throughout the project's completion.

**Step 3: Professional Color Consultation** - Enjoy a 30-minute virtual color consultation with a color consultant from PPG Paints or Sherwin-Williams. Providing digital photo renderings of your home allows you to preview your color choices before purchasing any paint, helping you find the perfect look.

**Step 4: Competitive Contractor Selection** - We request up to three estimates from a select group of fully vetted local painting contractors. On-site meetings ensure accurate, detailed quotes. Each estimate is required to include the manufacturer's warranty specs to guarantee quality and compliance.

**Step 5: Transparent Proposal Review** - You and the project managing consultant will review all three contractor proposals together. We also provide printouts verifying each contractor's license and bond status with the California State Contractors Board, ensuring work only with reputable professionals.

**Step 6: Daily Project Oversight** – The project managing consultant will perform on-site inspections every day to verify that the contractor's crew follows all warranty and project specifications. This oversight is essential for maintaining quality and protecting your warranty rights.

**Step 7: Flawless Preparation & Application** - We supervise all masking and protection of windows, decorative stone, landscaping, and other features. Additionally, surface preparation and the application of primer and finish coatings are executed according to the manufacturer's specifications and industry standards. The progress of each phase is documented with photos and reports on a daily basis for review by the client.

**Step 8: Health, Safety & Environmental Compliance** - We ensure all work meets safety regulations, prevents soil and water contamination, and properly disposes of hazardous materials and debris in accordance with state requirements.



**Step 9: Rigorous Final Walkthrough** - Before accepting the finished project, the contractor and crew perform a detailed walkthrough to ensure touch-ups, removal of debris, masking paper and tape, and final cleanup are complete. You'll also receive properly labeled containers of each paint color used for future touch-ups.

**Step 10: Quality Assurance & Handover** - A final inspection is conducted with you, the project managing consultant, and the lead painter to confirm all work and materials meet your expectations and contractual standards, including being in compliance with the extended warranty specifications

**By signing this Consulting Agreement, it is the agreement of both parties that the services listed above represent an accurate scope of work as defined by the terms of this contract:**

### **1. Change Control**

It is at the sole discretion of the Consultant to amend, extend, or otherwise expand the services listed here.

If the Client requests additional services beyond the original services (Change Requests), the Client agrees to provide this request in writing, along with the intent to pay all applicable fees.

If the Consultant agrees to this extension, such work product will also be subject to the provisions of this Agreement.

### **2. Term & Duration of Work**

This Agreement shall begin on \_\_\_\_\_ and will continue until \_\_\_\_\_, or until the Term & Duration of Work (Section 2 is completed and/or all work services are provided by the Consultant and payment terms are rendered in full by the Client.

#### **2a. Extensions**

In the event of unanticipated delays or failures to meet proposed deadlines, the offending party may request a deadline extension from the other party.

Both parties agree that it is at the sole discretion of the party in compliance to grant the extension and that a refusal to do so may result in a breach of this Agreement on behalf of the offending party which may result in a loss of payment, a lapse in production, or a failure to receive all services in a timely and effective manner.

#### **2b. Force Majeure (CA)**

Neither party shall have liability under or be found in breach of this Consulting Agreement for delays or failures in performance which are beyond the circumstances of the reasonable control of that party, such as acts of God, earthquakes, other natural disasters, subcontractors, government acts, embargoes, labor strikes, lockouts, etc.



**If such circumstances continue for an extended period (10 weeks or more), both parties accept the following:**

Costs incurred by such a delay shall be the obligation of the party from which the delay occurred.

If such a delay continues for more than 10 weeks, either party may terminate the Agreement by providing written notice to the other party. Both parties agree that the Client shall pay the Consultant a reasonable sum with respect to any work carried out prior to such termination.

**3. Compensation & Expenses**

The Client agrees to pay the sum of \$ \_\_\_\_\_ for the work product outlined in the Services Provided (Section 1), as per the fees and rates listed.

IN ADDITION TO the standard compensation schedule, the Client understands that additional surcharges may apply under the following guidelines:

**3a. Expenses**

The Client consents to cover any charges and expenses accrued by the Consultant in order for him to fulfill his obligations.

Minor expenditures, such as parking fees or service rentals, incurring \$500 or less, will be billed to the Client prior to contract completion.

All other expenditures must be approved by the Client.

The Client understands that a failure to consent to necessary charges may result in a work stoppage if the Consultant lacks the resources, tools, or access required to complete the required work as outlined in this Consulting Agreement.

**3b. Materials**

Where possible, the Consultant shall furnish, at his own expense, all labor, materials, equipment, and supplies necessary to render services pursuant to this Consulting Agreement except in situations where specialized software/equipment/resources are required for the completion of the Agreement. Such specialized items are listed hereunder:

**Specialized Tools / Equipment**

Tools/Equipment -

\$

Tools/Equipment -

\$

**After the acceptance of this Consulting Agreement by both parties, the Consultant may request additional funds for unlisted items. Such funds may be granted at the discretion of the Client.**



#### **4. Performance of Services**

The Consultant agrees that it possesses the necessary qualifications, ability, and availability to perform and complete the list of Services (Section 1) and that it is subject to the laws of the State of California.

**IN ADDITION TO the expectation of exceptional work, both the Consultant and the Client agree to the following:**

##### **4a. Meetings**

Progress reports and meetings may be conducted electronically, via phone or video chat at the Client's request or on a predetermined schedule.

Customers who prefer written updates via electronic mail (e-mail) may choose this option in lieu of a formal meeting.

Upon receiving such notice, the Consultant agrees to send notes detailing the project's status on the scheduled meeting date.

##### **4b. Originality**

The Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the Client which are used in connection with the Consulting Agreement shall be original work product compiled or created by the Consultant.

Exceptions apply for standard and generic details.

#### **5. Copyright & Confidentiality**

The Consultant understands that it may be necessary for the Client to reveal trade secrets, intellectual property, and other confidential information throughout the duration of this Agreement in order for the Consultant to complete its work.

The Consultant understands the business risk to the Client and agrees to take all necessary steps to protect this information from a material breach, in addition to agreeing to the following:

##### **THE CONSULTANT AGREES:**

The Intellectual Property Rights in all original documentation submitted by the Client, together with any related materials or software provided by the Client for the duration of this Agreement, shall remain the property of the Client.

The Intellectual Property Rights in any new or original product — or any part thereof — generated by the Consultant on behalf of the Client, along with any relevant project documentation or materials created as a part of this Agreement, shall become the property of the Client upon final payment for services rendered under this Consulting Agreement.



Indemnification. To the furthest extent permitted by California law, the Consultant shall defend, indemnify, and hold harmless the Client and any agents or representatives operating on the Client’s behalf from any and all claims arising from or pertaining to the negligence, recklessness, and/or willful misconduct of the Contractor.

**6. Termination**

Both parties understand that, under the provisions of this agreement, this engagement is rendered at will.

Both the Consultant and the Client may terminate this arrangement at any time, but the offending party may be subject to compensation for damages and expenditures resulting from nullifying this Consulting Agreement for such breach.

**7. Signoff & Acceptance**

This independent contractor agreement and the interpretation of its terms shall be governed by and construed within the governing law of California, effective to the exclusive jurisdiction of the Consultant’s place of business at [Copper Valley Residential Painting Consultants 114 Quail Creek Terrace Copperopolis, CA. 95228].

**IN WITNESS WHEREOF**, by the execution of both parties below, this consulting agreement is declared valid and will form a part of the Contract in conjunction with any other relevant documents and agreements present.

**[Consultant]** - Copper Valley Residential  
Painting Consultants

**[Owner/Client]** -

\_\_\_\_\_  
Rodger Slack

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

**Date**    /    /    \_\_\_\_\_

**Date**    /    /    \_\_\_\_\_