

## CONTRACTOR AGREEMENT

The undersigned, \_\_\_\_\_ (an independent contractor), whose physical address is: \_\_\_\_\_ and whose mailing address is \_\_\_\_\_, does hereby acknowledge the following:

1. Undersigned will provide services to Wyoming Community Development Authority (WCDA) as mutually agreed upon from time to time. This agreement shall govern undersigned's actions from the date of this Agreement and subsequently regarding each and every property on which it/he provides services to WCDA unless this Agreement is rescinded by the undersigned in writing.
2. Undersigned acknowledges that in the performance of work under this agreement undersigned may encounter hazardous or toxic materials or substances and that undersigned shall fully comply with any and all Federal, State, County, and local laws, rules and regulations regarding the handling and disposition of all hazardous and toxic substances, including disposal at a licensed hazardous waste disposal facility, if necessary. Furthermore, during the performance of the services agreed upon, undersigned shall not allow or cause to be allowed any contamination of any person or any properties adjacent to the property on which undersigned works. Undersigned shall take all necessary precautions to prevent such an event and shall ensure that adjacent properties and all persons are protected from any harmful exposure to hazardous substances or materials as a result of the work performed under this agreement.
3. Undersigned is advised that appropriate protective gear, including gloves, suits, masks and hard hats for any persons involved with the clean-up and repair, is necessary.
4. Undersigned agrees that it/he will use every precaution to ensure the safety of any person (a) allowed on the premises or (b) who gains access to the property at the invitation or on behalf of undersigned while undersigned is performing the assigned services.
5. In the event of illness, injury or death suffered by undersigned or its employees or any person (a) allowed on the premises or (b) who gains access to the property at the invitation of undersigned while undersigned is performing the assigned services, which injury or death is directly or indirectly caused by any hazardous condition at the assigned property, undersigned, his heirs, personal representatives, and assigns, agrees to indemnify and hold Wyoming Community Development Authority, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, demands, actions, suits, and/or administrative actions of any governmental entity arising out of or related to the work performed by undersigned, his employees, any person allowed on the premises, or any person who gains access to the property at the invitation of undersigned, all of their heirs, personal representatives, and assigns, including but not limited to any and all costs, attorneys fees, and expenses which WCDA may incur as a result of any such claims, demands, actions, suits and/or administrative actions.

6. The parties agree that the relationship of undersigned to WCDA is that of an independent contractor and that WCDA shall not be responsible in any manner for undersigned's methods or materials in providing the services to be performed hereunder. The parties further agree that this agreement shall not constitute a partnership, joint venture, or any other relationship other than that of an independent contractor. Undersigned shall be solely responsible for payment of all employees, sub-contractors, suppliers, etc., which it uses in the performance of this agreement. The Undersigned shall be responsible for payment of any and all required taxes, insurance and worker's compensation premiums for its employees.
7. All materials installed by undersigned shall be new unless otherwise specified. Materials failing to meet these requirements shall be replaced at the undersigned's expense. Acceptance of materials by an authorized representative of WCDA prior to completion of the contract shall not relieve the undersigned from his/her/its obligation to produce materials in first-class condition at the completion of the contract.
8. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
9. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
10. Undersigned may at its/his discretion engage subcontractors to perform work hereunder, provided undersigned shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the job. Undersigned shall not allow the filing of any lien by any subcontractor upon any property because of non-payment by undersigned to a subcontractor. In the event of the receipt by WCDA of a notice of lien from, or of a filing of a lien by a subcontractor, undersigned agrees that WCDA shall have the right to deal independently with the subcontractor and to deduct from any amounts due to undersigned the amount WCDA paid to the subcontractor. If a lien is filed by a subcontractor of the undersigned on any property owned by WCDA at any time, including after the final draw for the project has been advanced by WCDA, the undersigned agrees to immediately cause the lien to be removed from the property by making payment to the subcontractor and provide a signed and notarized release of lien from said subcontractor to WCDA. WCDA will not utilize the undersigned as a contractor for future contracts until such release of lien is obtained and provided to WCDA.
11. Undersigned warrants it is adequately insured for injury to his/its employees and other loss or injury which occurs as a result of the acts of undersigned or its employees and subcontractors.
12. Undersigned shall at its own expense obtain all permits necessary for the work to be performed.
13. Undersigned warrants all work following completion for a period of one year.
14. This agreement is governed by laws of the State of Wyoming. The parties may amend this agreement only in writing. This agreement constitutes the final written agreement of the parties and all previous agreements are merged herein. The WCDA does not waive sovereign immunity by entering into this agreement and

