



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of this _____ day of _____ month, 200__, between Lowcountry Electrical, LLC ("the Company") and _____ ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor and an independent contractor (or "free agent") to perform the services set forth herein, and the Contractor hereby accepts such engagement and employment status.
2. **Duties, Term and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth below. Copy of Form I-9 Verification of Employment Eligibility shall accompany this document for the purpose of issuing a Form 1099.
3. **Expenses.** During the term of this Agreement, the Contractor shall be responsible for all out-of-pocket expenses and shall not bill nor expect reimbursement from the Company. The Contractor shall be responsible for all transportation, tools, and other necessary material not provided by the Company to perform specified work according to specifications. The Contractor shall be responsible for all expenses related to the other workers in his crew and shall not bill nor expect reimbursement for these expenses from the Company.
4. **Confidentiality.** The Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he/she or his agents will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of the Company. The Contractor shall retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, blueprints, and other items in his/her possession or under his/her control. The Contractor further agrees that he/she will not disclose his/her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of his/her relationship to the Company and of the services hereunder.
5. **Conflicts of Interest; Non-hire Provision.** The Contractor represents that he/she is free to

enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in tendering his/her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his/her productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for this Company ("free agent"). For a period of six months following any termination, the Contractor shall not, directly indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

6. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or any right or remedy allowed by law.
7. **Merger.** This agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.
8. **Termination.** The Company may terminate this Agreement at any time by 10 working days' written or verbal notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses a drug test, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Contractor at any time may terminate the engagement of the Contractor immediately and without prior written or oral notice to the Contractor.
9. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor ("free agent") in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claims against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment benefits, or employee benefits of any kind. The Contractor is responsible for all expenses related to those he/she employees to fulfill his/her obligations under this Agreement. The Contractor shall waive any rights to claim as a direct or remote claimant in any proceeding or against any property to which services were rendered. The Contractor further agrees that all payments received are considered "paid in full" and shall not make any further claim for payment once payment is received. Additionally, the Contractor shall not construe this Agreement as any written promise for future work. The Company reserves its right to engage in as many number of these Agreements at will and to utilize them at will.
10. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted), Workman's Comprehensive Insurance, and any insurance relative to any service he/she performs for the Company or required by the Company's employees.

11. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. **Choice of Law.** The laws of the State of South Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
13. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Beaufort City, Beaufort County, South Carolina in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. Attorney's fees shall be the sole responsibility of the winning party.
14. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
15. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
16. **Assignment.** The Contractor shall not assign any of his/her rights under this Agreement or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Company.
17. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Company:
Lowcountry Electrical, LLC
Attention: Steve Couch, Sr.
61 Grand Oaks Way
Pleasant Point Plantation
Beaufort, SC 29907-1184

If to the Contractor:

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

18. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
19. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further

force and effect.

20. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be received as if originally signed.

Lowcountry Electrical, LLC
By: Steve Couch
Its: Owner/Operator

Signature

Contractor's Name

Title or Position

Signature