

**AGREEMENT BETWEEN INDEPENDENT CONTRACTOR
AND APARTMENT COMMUNITY**

L073-C
(rev. 11/03)

Whereas, _____ Apartments Ltd., a Kentucky Limited Partnership,
("Apartment Community")
intends to contract with _____ for the performance
(Independent Contractor ---"IC")
of certain tasks. Whereas, IC's principle place of business is located at the following address: _____
_____. IC's United States Tax Identification Number: _____

- _____ IC is a United States Citizen
- _____ IC is a United States Resident Alien (Attach appropriate form.)
- _____ IC is a Nonresident Alien of the United States (Attach appropriate form.)

Whereas, IC declares that IC is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks and services performed under this agreement;

Whereas, IC declares that IC is engaged in the same or similar activities for other clients and that Apartment Community is not IC's sole and only client or customer.

THEREFORE, IN CONSIDERATION OF THE FORGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

- 1. SERVICES TO BE PERFORMED.**
Apartment Community engages IC and IC agrees to perform to the satisfaction of Apartment Community the following tasks and services: _____

- 2. TERMS OF PAYMENT.**
Apartment Community shall pay IC according to the following terms and conditions:

IC shall submit invoices to Apartment Community for the payments called for in this paragraph.
- 3. INSTRUMENTALITIES**
IC shall supply all equipment, tools, materials, and supplies, to accomplish the designated tasks except as follows:

- 4. CONTROL.**
IC retains the sole and exclusive right to control or direct the manner or means by which the work described herein is to be performed. Apartment Community retains only the right to establish the end product to insure its conformity with that specified herein.
- 5. PAYROLL OR EMPLOYMENT TAXES.**
No payroll or employment taxes of any kind shall be withheld or paid with respect to payment to IC if the IC is a United States Citizen or Resident Alien. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If the IC is a United States Nonresident Alien, federal income tax and state personal income tax may be withheld.
- 6. WORKER'S COMPENSATION.**
IC shall maintain at all relevant times workers' compensation insurance coverage sufficient to fully comply with KRS Chapter 342 with respect to IC and IC's employees. No workers' compensation insurance has been or will be obtained by Apartment Community on account of, or providing coverage for, IC or IC's employees.
- 7. OTHER INSURANCE COVERAGES.**
IC shall maintain at all relevant times comprehensive public liability insurance, with limits not less than \$1,000,000.00 for personal injuries, bodily injury, sickness, disease, or death and \$500,000.00 for damage or injury to or destruction of property (including loss of use thereof) for any one occurrence. IC shall also maintain primary, non-contributory "all-risk" casualty insurance on its own personal property, fixtures, and improvements and other insurable personal property and risks, in amounts not less than the full insurable replacement value of such property and full insurable value of such other interests of IC.
- 8. CERTIFICATES OF COVERAGE.**
Prior to the commencement of tasks and services described above, IC shall provide Apartment Community with certificates evidencing the insurance coverage's described in numerical paragraph 6 and 7 above (and with respect to the public liability coverage, showing Apartment Community as an additional insured). These certificates shall state that such insurance coverage may not be changed or cancelled without at least 30 days written notice to Apartment Community, and IC shall provide renewal certificates to Apartment Community at least 30 days prior to the expiration of such policies.

9. RISK OF LOSS AND WAIVER OF SUBROGATION.

IC and Apartment Community agree that all risk of loss in any way arising out of, in connection with, or incident to IC's performance under this agreement, including all loss, injury, and/or damages arising out of or incident to alleged negligent acts or omissions on the part of Apartment Community, its employees, agents and/or management contractor, shall be assumed and borne by IC and that all perils insured against by the insurance coverage described in numerical paragraphs 6 & 7 above shall be borne by IC's insurance carriers to the extent above provided, and IC hereby releases and relieves Apartment Community, its employees, agents and management contractor from any and all claims and rights of recovery it may now have, or which may hereinafter accrue, and IC agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of any loss to the extent that such coverage is agreed to be provided hereunder. IC hereby waives all rights and claims it now has or which may hereafter accrue against Apartment Community, its employees, agents and/or management contractor for such losses, injuries, and/or damages and IC waives all rights of subrogation on behalf of IC's insurers. The parties further agree that said insurance policies are now, or shall be, endorsed such that this waiver of subrogation shall in no way affect the validity of said policies or the right of any insured or claimant to recover there under.

10. INDEMNITY AND HOLD HARMLESS.

IC agrees to pay, protect, indemnify and hold harmless Apartment Community, its employees, agents, successors, assigns, affiliates, insurers and management contractor, from and against, any amounts they may be required to pay and all claims, liabilities, losses, damages, causes of action, suits, judgments, costs and expenses (including attorney fees, interest and court costs incurred), whatsoever, arising out of the injury or death of any person or the damage, injury, destruction or loss of any real or personal property on or about the Apartment Community in connection with, or in any way incident to, IC's performance under this agreement, including any arising out of alleged neglect acts or omissions on the part of Apartment Community, its employees, agents and/or management contractor. If any action or proceeding is brought against Apartment Community by reason of any claim for which IC is obligated to indemnify Apartment Community, then IC, upon written notice from Apartment Community, shall defend the same at IC's expense by counsel satisfactory to Apartment Community.

11. CHANGE ORDERS AND EXTRA TASKS AND SERVICES.

IC shall make no claims for change orders or extra tasks or extra services unless they have been fully agreed upon in writing by Apartment Community prior to the performance of any such change, task or service.

12. MANNER OF PERFORMANCE.

IC shall perform all tasks and services under this agreement in a safe manner and in such a manner as to assure full compliance with all applicable federal, state and local laws, regulations and codes. IC shall procure at its own expense all governmental licenses, approvals, permits, and inspections necessary to perform the tasks and services described in this agreement.

13. REPORTING UNSAFE CONDITIONS.

IC shall promptly report to Apartment Community any unsafe condition on or about the Apartment Community premises of which IC becomes or is made aware.

14. REMOVAL OF REFUSE, EXCESS MATERIALS, ETC.

Upon completion of any unit of the task or service, and upon final completion thereof, IC shall clean up all refuse and rubbish caused by IC and shall promptly remove all excess materials, tools, structures, equipment, vehicles, etc., which may have been brought on or about the Apartment Community premises by IC or at the direction of IC.

15. ASSIGNMENT AND SUBCONTRACTING.

It being understood by the parties that Apartment Community is relying upon the reputation, skill, and experience of IC to perform the tasks and services under this agreement, IC shall not assign or subcontract IC's obligation to perform said tasks or services or any portion thereof, to any other person or entity without the written consent of Apartment Community.

16. SEVERABILITY.

The invalidity of any provision of this agreement shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this agreement, and, in such event, all of the other provisions of this agreement shall continue in full force and effect as if such invalid provision had never been included herein.

17. WAIVER.

No provision contained in this agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

18. TERMINATION.

IC shall have completed all tasks and services hereunder, and this agreement shall terminate on _____. This agreement may only be terminated earlier in the event of a material breach and upon seven (7) days prior written notice to the party in material breach.

19. RIGHTS AND REMEDIES.

All rights of recovery, remedies and causes of action either party may now have or which may hereinafter accrue against the other under this agreement shall be construed and held to cumulative, and shall further be construed and held to survive the termination date of this agreement.

20. ENTIRE AGREEMENT.

This agreement contains the entire understanding of IC and Apartment Community with respect to the matters set forth herein, and it shall not be modified except in writing signed by both parties.

The undersigned duly authorized representatives of Independent Contractor and Apartment Community have fully read and understood this written agreement, and agree to be bound by its terms this _____ day of _____ at _____, Kentucky.
(Month/Year) (City)

By: _____
APARTMENT COMMUNITY

By: _____
INDEPENDENT CONTRACTOR