

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is made by and between Scrubd Cleaning LLC, a Tennessee limited liability company (“Client”), and the undersigned individual (“Contractor”). This Agreement is effective as of the date it is signed by the Contractor (the “Effective Date”). By signing below, Contractor agrees to be bound by the terms and conditions of this Agreement. Client and Contractor may each be referred to as a “Party” and collectively as the “Parties.”

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### **1. Services Provided**

Contractor agrees to perform residential cleaning services (“Services”) at locations designated by Client’s customers. Contractor may accept or decline assignments on a case-by-case basis. The scope and details of each assignment will be communicated in advance.

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### **2. Independent Contractor Relationship**

Contractor is an independent contractor and not an employee, partner, or agent of Client. Contractor shall not represent otherwise.

Contractor retains control over the manner and means of performing the Services, including methods, sequencing, and techniques, subject to Client’s quality standards and customer requirements. Contractor is free to perform services for other individuals or businesses.

Contractor is solely responsible for all federal, state, and local taxes, insurance, licensing, and regulatory obligations arising from compensation received under this Agreement.

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### **3. Compensation**

Compensation will be agreed upon prior to each assignment. Unless otherwise specified in writing, Contractor will be paid an agreed hourly rate for actual hours worked.

Unless otherwise agreed in advance, payments will be made weekly on Fridays for Services completed during the prior week.

Client may deduct reasonable, documented costs for:

- Unreturned equipment; or

- Damage caused by Contractor (as outlined in Section 10),

to the extent permitted by applicable law. Any remaining balance owed shall remain the responsibility of Contractor.

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#### **4. Conduct and Appearance Standards**

While performing Services, Contractor agrees to:

- Maintain a professional and courteous demeanor
- Follow all customer house rules and instructions
- Refrain from smoking on customer premises
- Maintain a neat and clean appearance

Contractor shall not:

- Solicit or promote personal services to Client's customers
  - Distribute personal business materials
  - Wear branding unrelated to Client while on assignment
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#### **5. Non-Solicitation**

During the term of this Agreement and for twelve (12) months following termination, Contractor shall not directly or indirectly solicit, contract with, or accept work from any Client customer or prospective customer that Contractor:

- Provided services to;
- Was assigned to; or
- Became aware of through Client

without prior written consent from Client.

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#### **6. Confidentiality**

Contractor acknowledges that, in the course of performing Services, they may have access to confidential information, including but not limited to:

- Customer names, addresses, and contact information
- Home access methods (keys, codes, etc.)
- Personal belongings or living conditions

Contractor agrees to keep all such information strictly confidential and not disclose it to any third party or use it for any purpose other than performing Services under this Agreement.

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## **7. Equipment and Supplies**

Client may provide equipment or supplies for use in performing Services. All such items remain the property of Client.

Contractor agrees to:

- Use equipment properly and only for intended purposes
- Return all equipment promptly upon termination

Contractor is responsible for loss or damage to equipment beyond normal wear and tear.

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## **8. Insurance**

Contractor is responsible for maintaining any appropriate insurance, including general liability insurance, if applicable. Contractor agrees to provide proof of insurance upon request by Client.

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## **9. Term and Termination**

### **a. Termination by Either Party**

Either Party may terminate this Agreement at any time, with or without cause, upon written notice.

### **b. Contractor Notice**

Contractor agrees to provide at least ten (10) calendar days' notice when reasonably possible.

### **c. Immediate Termination**

Client may terminate this Agreement immediately for:

- Failure to appear for scheduled assignments without notice
  - Misconduct or unprofessional behavior
  - Violation of this Agreement
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### **10. Damage to Property and Liability**

Contractor shall be solely responsible for any damage to Client or customer property caused by Contractor's negligence, willful misconduct, or failure to follow instructions.

Contractor agrees to:

- Immediately report any damage to Client
- Cooperate in resolving the issue

Contractor shall indemnify and hold harmless Client from any claims, losses, or expenses arising from such damage.

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### **11. Non-Disparagement**

Contractor agrees that during the term of this Agreement and thereafter, Contractor shall not make any false, misleading, or disparaging statements about Client, its owners, employees, or customers, whether orally, in writing, or via social media or online platforms.

Nothing in this section prohibits truthful statements required by law.

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### **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

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### **13. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings.

Any amendments must be in writing and signed by both Parties. If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

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#### **14. Signatures**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

#### **Contractor**

Signature: \_\_\_\_\_

Print Name:

Date: \_\_\_\_\_

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