



## **Field Representative (Independent Contractor) Agreement**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between NVMS and  
(day) (month) (year)

\_\_\_\_\_ (Field Representative).

**INDEPENDENT CONTRACTOR STATUS:** The contractor (hereafter referred to as “Field Representative”), in performing work, shall do so as an independent contractor and shall have the sole right to control the performance of the work, except that the work must be performed in accordance with this agreement. The Field Representative shall be responsible for the performance and activities of its Third Parties. The Field Representative acknowledges that it shall be solely responsible for all withholding and other payroll related taxes for the Field Representative’s employees. The Field Representative will take sole responsibility for having a valid driver’s license as well as legal, up to date vehicle documentation, insurance, etc. The Field Representative also acknowledges that it shall be solely responsible for providing necessary insurance, equipment, materials and training for any offered and accepted order from NVMS, Inc. In addition, the Field Representative shall pay all applicable sales, service, use and other taxes required by law provided in connection with the work.

**SECTION 1. GENERAL EXPECTATIONS:** NVMS, Inc. requires the Field Representative to comply with any and all NVMS policies and procedures, whether stated or written. This includes (but is not limited to):

- Following all order procedures (which are provided on the NVMS, Inc website with each order)
- Maintaining good contact with the assigned Vendor Manager and any other appropriate agent of NVMS, Inc. providing necessary updates and scheduling information pertaining to any assigned work order
- Communicating methods with NVMS, Inc should go in the following order unless the reason for contact is considered an emergency. 1<sup>st</sup>: Job Note, 2<sup>nd</sup>: Email, 3<sup>rd</sup>: Phone call. If out in the field or on site at an inspection needing immediate attention, please call
- Providing accurate and complete information on each and every order report
- Providing the required photos as well as assuring the provided photos are accurate and not misleading or incomplete in any avoidable way, meeting NVMS Quality Assurance Standards
- Conducting all work in a good and workmanlike manner and providing a coverage area that is applicable to the general fees paid by NVMS, Inc.
- As per standard industry practice, the Independent Contractor (Field Rep) is expected to have all necessary training, equipment, and expertise to complete any offered and accepted order properly and per NVMS/client requested guidelines
- Field Representative is responsible for all customary and ordinary “overhead” expenses required to complete the requested orders for NVMS
- Professional attire and identification is required on all orders when meeting a merchant, business owner, property owner, etc. Appropriate attire at a minimum should fit “business casual” guidelines

**SECTION 2. PRICE AND PAYMENT:** NVMS, Inc. agrees to pay the Field Representative for the performance of his/her work based on the fee attached to each individual order. All orders are subject

to fee adjustments based on the quality of the work delivered. Checks for work performed are cut and mailed weekly. All jobs delivered to NVMS's client in one week (Monday to Sunday) are paid on the eighth (8<sup>th</sup>) Monday following the end of that pay period.

**SECTION 3. DELAY:** Should the Field Representative delay any NVMS, Inc. or its Clients, order, the Field Representative will indemnify NVMS, Inc. and hold NVMS, Inc. harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on NVMS.

**SECTION 4. CLAIMS:** If any dispute shall arise between NVMS, Inc. and its Field Representative regarding performance of the work, or any alleged change in the work, the Field Representative shall complete work in a timely manner. Should the Field Representative fail to rectify any contractual deficiencies within three (3) working days from receipt of NVMS, Inc.'s written notice, NVMS, Inc. shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Field Representative, who shall be liable for the full cost of NVMS, Inc.'s corrective action, including overhead, profit and actual attorneys' fees

**SECTION 5. DOCUMENTATION:** The Field Representative shall provide NVMS with accurate and current tax documentation. Should the Field Representative's legal or tax status, name(s) or information change at any time, it is the responsibility of the Field Representative to provide updated tax documentation to NVMS. Failure to provide necessary documentation could result in delay of payment.

**5.1** The Field Representative shall provide NVMS, Inc with any insurance information necessary for the completion of an order that requires specific coverage. The Field Representative may be made aware of such requirements, but the possession of necessary coverage and the notification of NVMS, Inc. by the Field Representative is the sole responsibility of the Field Representative and NVMS, Inc. shall not be held liable for effects resulting from lack of coverage or notification of coverage. All work done at the site of NVMS, Inc.'s properties, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of the Field Representative.

**5.2** The Field Representative shall provide NVMS with any specific licensing required for work being performed at an assigned property. Failure to provide documentation could result in delay of payment.

**5.3** The Field Representative is solely responsible for having a valid driver's license as well as legal, up to date vehicle documentation, insurance, etc.

**5.4** The Field Representative is responsible for obtaining, paying for, and providing a clear and current background, which meets industry standards, before they, or any employee/subcontractor of the Field Representative performs any requested services which require a complete and clear background check.

**SECTION 6. INDUCEMENTS:** Field Representative represents and warrants that Supplier has not provided, and will not provide, to any NVMS employee any gift, gratuity, service or other inducement or favor to influence or reward that Field Representative or subcontractor in connection with assigned work. For example, holidays gifts, meals, gift cards, etc.

**SECTION 7. INDEMNIFICATION:** To the fullest extent permitted by law, the Field Representative shall indemnify and hold harmless NVMS, Inc., its agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with the Field Representative's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of NVMS, Inc., or its agents or employees, but the Field Representative shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of NVMS, Inc., their agents or employees, or arising solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by this

Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Field Representative.

**SECTION 8. CONFIDENTIALITY:** Field Representative agrees that all information contained within the business relationship (service fees, order details, report templates, order procedures, etc.) are the sole intelligent and physical property of NVMS, Inc., and will not be forwarded or shared with any party other than NVMS employees, or persons authorized accordingly and directly by an approved NVMS, Inc. employee. Field Representative agrees to never contact any NVMS employee, client, or other NVMS Independent Contractor to solicit or conduct business in any manner, other than to provide a service requested in accordance with this agreement and within the realm of the NVMS, Inc. database.

**SECTION 9. TERMINATION:** Should the Field Representative fail to rectify any deficiencies within three (3) working days from receipt of NVMS, Inc.'s written notice, NVMS, Inc. shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Field Representative, who shall be liable for the full cost of NVMS, Inc.'s corrective action, including overhead, profit and actual attorneys' fees. NVMS, Inc. may at any time and for any reason terminate Field Representative's services hereunder at NVMS, Inc.'s convenience. In the event of termination for convenience, the Field Representative shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion. The Field Representative shall not be entitled to any claim or lien against NVMS, Inc., its Clients or anyone else for any additional compensation or damages in the event of such termination.

**SECTION 10. WARRANTY:** Field Representative warrants to NVMS, Inc. that all information provided in all reports is correct, that the photos provided are original on each order and are of the property specified on the report, and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Order Instructions. All work not conforming to these requirements may be considered defective. The warranty provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. Any indication of a breach of this warranty may result in the Field Representative's termination, deduction of applicable fees from its balance, and/or arbitration and/or litigation.

**SECTION 11. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between NVMS, Inc. and the Field Representative and supersedes any prior written or oral representations. The Field Representative, its Field Representatives, subcontractors, suppliers, etc. are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.

*By signing this document, the Field Representative agrees to all the policies and procedures detailed above and to the effects resulting from said policies and procedures.*

Date: \_\_\_\_\_ Field Representative NVMS Vendor Code: \_\_\_\_\_

Field Representative Company Name: (please print): \_\_\_\_\_

Field Representative Name (please print): \_\_\_\_\_

Field Representative Signature: \_\_\_\_\_