

SWIFT RENOVATIONS

INDEPENDENT CONTRACTOR CONTRACT

This independent contractor agreement ("Agreement") is entered into as of February 28, 2026, by and between the following Parties:

HIRING PARTY:

Swift Renovations, LLC
456 Elmwood Dr., Lake Forest, IL, 60045
Phone: (847) 555-1212
Email: projectmanager@swiftrenovations.com
("Swift")

INDEPENDENT CONTRACTOR:

Name:
Business Address (Street):
City, State, ZIP:
Phone:
Email:

("Provider")

1. DESCRIPTION AND SCOPE OF WORK

Provider agrees to provide the following services for Swift:

Project Location:

Description of Work: (attach pages if needed)

All materials, labor, tools, equipment, and supervision required to perform the Work ("Work") as set out this Agreement or any Change Orders in accordance with the Agreement, unless otherwise specified in writing.

2. TERM OF AGREEMENT.

This Agreement shall commence on _____ and shall remain in effect until _____ or until terminated in accordance with Section 14, below.

3. PAYMENT TERMS

3.1 Compensation.

Swift shall pay Provider \$_____ for the services described in this Agreement.

3.2 Payment Schedule; Invoices.

Swift shall pay Provider a deposit of _____ (\$_____) upon signing this agreement.

Swift shall pay Provider the remaining balance in the following manner [choose one]:

- (a) Remaining balance of _____ (\$_____), plus applicable taxes, to be paid after Provider completes the Work, pending approval by Swift.

(b) Invoice: Provider shall submit invoices to Swift on a _____ basis. Payment shall be made by Swift within _____ (____) days of receipt of each invoice.

(c) Alternate payment plan and schedule as attached to this Agreement and signed by both Parties.

3.3 Late Payments.

A late fee of _____ percent (____%) shall apply to any payment not received within _____ (____) days of its due date.

4. INDEPENDENT CONTRACTOR STATUS

The parties agree that the Provider is an independent contractor and not an employee, agent, or partner of Swift. Provider is solely responsible for the payment of all taxes, insurance and other obligations, including but not limited to federal, state, and local taxes; workers' compensation; and unemployment insurance. Provider is not eligible for, and shall not participate in, any benefit programs offered by Swift, including but not limited to health insurance, paid time off, or retirement plans. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Provider has no authority to act, enter into any contract, or incur any liability on behalf of Swift.

Provider shall retain the right to perform services for others during the term of this Agreement, so long as such services do not interfere with Provider's ability to perform its obligations under this Agreement.

5. DELAYS OF WORK.

5.1 Delay; Extension.

If Provider's performance of the Work be delayed or interfered with as a result of actions by the property owner, Swift, or another subcontractor, Provider is entitled to request an extension of time for the performance of their Work. This extension of time for performance of Provider's Work shall not be permitted without Swift's written consent, which shall not be unreasonably withheld. Swift shall have no obligation to grant an extension of time if any delay in completion of the Work was caused, directly or indirectly, from Provider's breach of this Agreement.

5.2 No Damages for Delay.

In the event the Work is delayed due to Swift, Swift's client, or another subcontractor, Provider's sole remedy is an extension of time, or termination as provided for under Section 14.

6. FORCE MAJEURE.

Neither Swift nor Provider shall be liable for failure or delay in performance (except payment obligations) due to events beyond reasonable control, including acts of God, natural disasters, fire, flood, earthquake, explosion, war, terrorism, government actions or restrictions, labor disputes, pandemics, supply chain disruptions, port congestion, embargoes, or transportation failures beyond the parties' control (each a 'Force Majeure Event'). If such event occurs, the affected Party shall provide written notice to the other Party as soon as practicable, specifying the nature of the Event, its expected duration, and the steps being taken to mitigate its impact. The affected Party's obligations shall be suspended for the duration of the Force Majeure Event, provided that it makes reasonable efforts to resume performance as soon as possible.

If the Force Majeure Event continues for more than _____ days, either Party may terminate this Agreement without liability by providing written notice to the other Party. Such termination shall not affect any rights or obligations accrued prior to the Force Majeure Event.

7. WORK SITE.

Swift shall provide Provider suitable areas for the storage of Provider's materials and equipment during the course of the Provider's Work. Further, Swift agrees to work with Provider in scheduling and will make reasonable effort to avoid conflicts and interference with Provider's ability to perform.

Provider shall provide Swift with a list of any and all subcontractors and suppliers Provider hires and agrees to update said list throughout the time of this Agreement. Provider agrees to work with Swift when scheduling and will make every effort to avoid conflicts and interference with Swift's work, as well as the work of any other subcontractors. Provider will make available any information necessary for Provider's subcontractors and suppliers to provide any notice required or contemplated by Illinois' mechanics lien laws.

Provider agrees to keep the Work site reasonably clean and to leave the site free of any debris, equipment, and materials resulting from Provider's Work, at the completion of this Agreement.

8. CONFIDENTIALITY

Swift may make available to Provider certain Confidential Information of Swift's business, previously non-disclosed to Provider, which will enable Provider to optimize the performance of its duties to Swift. Therefore, Provider agrees at all times during the terms of engagement pursuant to this Agreement, and at all times hereafter, to hold in strictest confidence, and not to use except for the exclusive benefit of Swift, all such Confidential Information. Provider shall not disclose such Confidential Information to any person, firm, corporation, or other entity, without written authorization from Swift. This Confidentiality obligation shall survive the expiration or

termination of this Agreement.

“Confidential Information” means any Swift proprietary information, Trade Secrets, technical data, trade secrets or know-how, including but not limited to, research, product plans, renovation plans, bid-pricing models, services, customer lists, customers (including but not limited to, customers of Swift on whom Provider called or with whom Provider became acquainted during the term of the Agreement), markets, software, engineering, hardware configuration information, marketing, finances, or any other business information disclosed to Provider by Swift either directly or indirectly, in writing, orally, or by drawings, work plans, or observation of parts or equipment.

9. INTELLECTUAL PROPERTY PROTECTION

9.1 Ownership of Work Product.

All deliverables, designs, drawings, reports, and other materials created by Provider specifically for Swift under this Agreement (the “Work Product”) shall be the sole property of Swift, unless otherwise agreed in writing.

9.2 Proprietary Materials.

Except as explicitly provided in this Agreement or as amended in writing and signed by both Parties, neither Party acquires any license to use, or ownership rights in, any documentation, logos, trademarks, methodologies, or other Intellectual Property developed by the other party independent of this Agreement. If Provider wishes to use any logo or other Intellectual Property in association with the Work of this Agreement, it must obtain Swift’s written permission in advance.

9.3 Marketing and Photos.

Swift shall have the right to photograph and video the progress and completion of the Work for its own promotional purposes. Provider shall retain a non-exclusive right to use photos of the completed Work for their own professional portfolio and marketing, provided it includes clear and visible credit to Swift in any public post, publication, or advertisement featuring the Work. Neither Party shall post images or videos of the Work that depict the other Party, the project site, or the property owner in a negative, unprofessional, or defamatory light.

10. NO CONFLICT OF INTEREST.

Provider represents and warrants that its performance of this Agreement does not and will not conflict with any other agreement or obligation to which they are bound. During the term of this Agreement, Provider shall not engage in any business activity or enter into any agreement which

interferes with Provider's ability to perform the Work, or which creates a conflict of interest with Swift and its business or business relationships. Provider shall not take any action intended to damage the business relationship between Swift and its clients.

11. PROJECT COMMUNICATION; WORK INQUIRIES

11.1 On-Site Inquiries

If Swift's client, for whose project Provider has been subcontracted, requests additional work or terms while Provider is on site, Provider shall direct the client to contact Swift's agent identified as _____ to discuss a Change Order or other alteration or amendment to the scope of Work.

11.2 Project Exclusivity

For the duration of this Agreement, Provider shall not provide separate, direct quotes to any other party or Swift client for any work that would overlap or interfere with Swift's existing contracts.

11.3 Professional Integrity

Provider agrees not to use Swift's job site as a venue for independent business development with Swift's current clients.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER AGREES THAT SWIFT'S TOTAL AGGREGATE LIABILITY TO PROVIDER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT—WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WARRANTY—SHALL NOT EXCEED THE TOTAL OF THE ORIGINAL CONTRACTED PAYMENT AMOUNT. IN NO EVENT SHALL SWIFT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, NUISANCE, OR EMOTIONAL DISTRESS) ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE WORK.

13. INSURANCE

Provider agrees that all insurance requirements for its Work, employees, agents, or subcontractors are its sole responsibility. Specific requirements for Provider's insurance coverage, if any, shall be attached to this Agreement and signed by both Parties. Swift shall not be liable for any insurance coverage or claim by, for, or on Provider, in connection with this Agreement.

14. TERMINATION

14.1 Termination for Cause.

Except as provided in Section 14.2, if either Party breaches any obligation created by this Agreement, the non-breaching Party may give the breaching Party a written Notification of Breach identifying and describing said breach. Upon receipt of such Notification, the breaching Party shall have _____ (____) days to cure the breach. If the breach is not cured within that period, the non-breaching Party is entitled to terminate this Agreement immediately upon written notice. Alternatively, Swift may cure a breach by Provider and deduct the actual costs of such cure from any amounts otherwise owed to Provider.

14.2 Immediate Termination.

Swift shall have the right to terminate this Agreement immediately, without a cure period and without prior notice, upon the occurrence of any of the following:

- (a) Provider's failure to maintain the insurance coverages required by this Agreement;
- (b) Provider's commencement of Work in an unsafe manner that poses an immediate threat to persons or property;
- (c) Provider's violation of any local, state, or federal law or building code;
- (d) Provider's theft, dishonesty, or unauthorized disclosure of Confidential Information; or
- (e) Provider's abandonment of the Work Site for more than _____ (____) consecutive working days.

14.3 Termination for Convenience.

Either Party may terminate this Agreement for any reason upon providing _____ days' written notice to the other Party.

14.4 Notice Requirements.

All notices required herein must be in writing and delivered via: (a) personal delivery, (b) certified mail to the address contained in this Agreement, or (c) email, to the email address contained in this Agreement, provided the sender receives an automated "read receipt" or manual reply from the recipient.

14.5 Effect of Termination.

Upon termination by either Party for any of the above reasons:

- (a) Provider shall immediately cease all Work and remove its tools and equipment from the site within _____ (____) hours;

- (b) Swift shall be liable to pay Provider only for Work successfully completed up to the date of termination, less any offsets for damages or costs of cure; and
- (c) Provider shall immediately submit to Swift all Work Product and Final Lien Waivers for work completed to date.

15. ASSIGNMENT.

Provider may not assign this Agreement or any right or obligations hereunder without the prior written consent of Swift. Any such assignment shall be null, void, and of no effect.

16. INDEMNIFICATION

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, directors, agents, and employees from and against any and all third-party claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) Any negligent act or willful misconduct by the Indemnifying Party or its personnel;
- (b) Any breach of a representation, warranty, or obligation under this Agreement by the Indemnifying Party; or
- (c) Any bodily injury, death, or damage to real or tangible personal property caused by the Indemnifying Party's performance of the Work.

The indemnification obligations set forth in this section shall not be limited by the amount or type of insurance maintained by either Party, nor by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

17. DISPUTE RESOLUTION; JURISDICTION AND VENUE

17.1 Dispute Resolution.

Any disputes arising under this Agreement shall first be resolved through good-faith communication of Parties, and if this should fail, through mediation. The Parties shall share any costs of mediation equally, and the venue for mediation shall be Lake County, Illinois.

17.2 Jurisdiction and Venue.

This Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles, and the venue for any dispute arising under this agreement shall be the 19th Judicial Circuit Court, located at 18 N. County St., Waukegan, IL, 60085.

18. COST OF COLLECTION

In the event of a breach of this Agreement by the Provider resulting in non-payment or failure to perform, Provider agrees to pay all reasonable costs of collection, including attorney's fees, court fees, and any other related expenses incurred by Swift.

19. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect, impair, or render unenforceable any other provision hereof. It is intended that each provision herein that is invalid or unenforceable as written be valid and enforceable to the fullest extent possible.

20. COUNTERPARTS; ELECTRONIC TRANSMISSION

This Agreement, and any schedules or other documents relating hereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same documents. Receipt of an executed signature by facsimile or other electronic transmission shall constitute effective delivery thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature:

SWIFT RENOVATIONS, LLC:

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER'S OR PROVIDER'S AGENT:

By: _____

Print Name: _____

Title: _____

Date: _____