



KNIGHT SERVICES

APPLICATION FOR INDEPENDENT CONTRACTOR

(PLEASE PRINT BELOW)

First Name: _____ **Last Name:** _____ **MI:** _____

Address: _____ **City:** _____ **ZIP:** _____

Cell Phone:(____) _____ - **Home Phone:**(____) _____ - **Best Contact:** Cell [] Home []

Shirt Size: S [] M [] L [] XL [] XXL [] XXXL [] **Email:** _____

Emergency Contact: _____ **Phone:**(____) _____ - **Relation:** _____

Currently Employed: Yes ___ No ___ On what date would you be available for work ____/____/____

Are you a U.S. citizen? [] Yes [] No

If not, are you otherwise authorized to work in the U.S. without any restrictions? [] Yes [] No

Have you ever been involuntarily terminated/asked to resign from any position of employment [] Yes [] No

If yes, please describe the circumstances: _____

If selected for assignments, are you willing to submit to a drug screening test? [] Yes [] No

If selected for assignments, are you willing to submit to a background, social security verification and motor vehicle report check [] Yes [] No

EDUCATION:

School Name: _____ Location: _____ Yrs Attended: _____ Degree: [] Yes [] No

School Name: _____ Location: _____ Yrs Attended: _____ Degree: [] Yes [] No

School Name: _____ Location: _____ Yrs Attended: _____ Degree: [] Yes [] No

Other training, certifications, or licenses held- (please list any ladder safety and/or rope & harness certifications also):

List any information that may be pertinent to the duties you would be performing as an independent contractor for Knights Services Inc: _____

Please provide a company phone number and list your immediate supervisor at each job, your salary, duties performed and reason for leaving.

REFERENCES:

Name: _____ Years known: _____

Relationship to you: _____ Phone() - _____

Name: _____ Years known: _____

Relationship to you: _____ Phone() - _____

Name: _____ Years known: _____

Relationship to you: _____ Phone() - _____

Do you carry a General Liability Policy, if so please attached a copy Yes [] No []

ACKNOWLEDGMENTS AND AUTHORIZATION
--

I certify that the answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in the applications for independent contractor consideration as it may be necessary in arriving at a decision.

This application for independent contractor consideration shall be considered active for a period of time, not to exceed 90 days. Any applicant wishing to be considered for independent contractor consideration beyond this time period should be inquired as to whether or not applications are being accepted at that time.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any independent contractor relationship with Knight's Services Inc. is of an "at will" nature, which means that the Independent Contractor may reject assignments at any time and Knight's Services may discharge Independent Contractor at any time with or without cause. It is further understood that this "at will" relationship may not be changed by any written document or by conduct, unless such change is specifically acknowledged in writing by an authorized executive of Knight's Services Inc.

In the event of being accepted for the Independent Contractor status, I understand that it is industry standard to read, sign and complete a "non-compete" (attached to this application) to protect both the Independent Contractor and Knight's Services. Also any false or misleading information in my application or interview(s) may result in removal of approval status within the Knight's Services Inc. roster or termination if on assignment.

Printed Name of Applicant

Date of Birth

Signature of Applicant

Today's Date

CONTRACTOR INFORMATION

Name _____

Address: _____

Driver License Number: _____

Social Security Number: _____

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this _____ day of _____ 2017 between Knight's Services Inc., ("Company") and _____ ("Contractor").

Recital

Contractor desires to perform services for the Company, and the Company desires to retain the services of Contractor, on an independent contractor basis in accordance with the terms of this Agreement.

Agreement

In considerations of the mutual terms, conditions and covenants hereinafter set forth, Company and Contractor agree as follows:

- 1) **Engagement; Terms.** The Company hereby engages the services of Contractor on an independent contractor basis, and the Contractor hereby accepts such engagement. The term of this Agreement shall commence on the date of signature of both parties, and shall continue until terminated by either party in accordance with Section 15.
- 2) **Services.** The company provides many services to its customers. A common aspect to the services Company provides involves gathering information pertaining to various properties and/or businesses. Pursuant to this Agreement, the Company is hereby outsourcing the process of accumulating information on various properties and/or businesses. Contractor agrees to gather and provide information pertaining to various properties and/or businesses as requested in each work order ("**Work Order**"). Each Work Order shall identify the property and/or business to be evaluated by Contractor ("**Subject Property**"). Contractor shall produce a full and complete report ("**Report**") for each Work Order and shall deliver the Report to Company. Contractor acknowledges customers of Company ("**Customer**") specifically determine requirements for Reports and any mandated processes or protocols (i.e. Company does not determine these. These may include requirements such as due date, Report content requirements, format data elements, and process that must be followed in completing a work order. Contractor hereby agrees to provide services as mandated by each Customer.
- 3) **Work Order Acceptance.** Work Orders will be distributed to Contractor via the Company's email system. If contractor chooses not to accept a Work Order assignments, Contractor is expected to advise Company of its intentions, within thirty minutes of receipt of such Work Order. Once Contractor completes all responsibilities associated with a Work Order, Contractor agrees to provide a Report to the Company before the Customer's designated due date.
- 4) **Compensations.** Subject to the provisions of this Sections 4, Company shall pay Contractor in accordance with fees mutually agreed upon in writing between the parties, or as otherwise identified in the Work Order. When Contractor accepts a Work Order, provides services and receives payment hereunder it shall be deemed that Contractor has received payment as full and complete consideration for all of Contractor's services under this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that no compensation shall be owed by Company or Contractor hereunder for any Report which does not conform to Customer specifications.
- 5) **Independent Contractor Status.** THE PARTIES ACKNOWLEDGE AND AGREE THAT CONTRACTOR IS, AND SHALL REMAIN AT ALL TIMES DURING THE TERM OF THE AGREEMENT, AN INDEPENDENT CONTRACTOR. Contractor and Company agree that Contractor shall not become an employee, partner, agent, joint venture or principle of Company. Contractor shall be responsible for providing at Contractor's expense, disability, unemployment and other insurance, worker's compensations, training, permits and licenses for Contractor and Contractor's employees and subcontractors.
- 6) **Office and Tools.** Contractor agrees that no office or equipment will be provided by the Company to Contractor. Contractor shall be responsible for its own office and equipment and acknowledges that it is a requirement of Company that Contractor provide or have available for its use in providing the services contemplated hereunder, at a minimum: vehicle(s) for transportation, a computer, a digital camera,

accurate measuring device, a telephone and an email address where Contractor may be contacted by Company, and internet access (preferably high speed).

- 7) **Manner of Performance.** CONTRACTOR WILL HAVE COMPLETE DISCRETION OVER THE MANNER AND MEANS OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT AND MY PERFORM SERVICES AT SUCH SUITABLE TIMES AND LOCATIONS AS CONTRACTOR CHOOSES WITHIN THE SET PARAMETERS. Contractor shall supply all tools, materials and equipment required to render services under this Agreement. Contractor represents and warrants that Contractor has the qualifications and skills necessary to perform services under this Agreement in a competent, professional manner and without the advice, guidance or direction of Company.
- 8) **Subcontractor and Employees.** Contractor may at Contractor's sole expense use any employees or subcontractors as Contractor deems necessary to perform services under this Agreement. Company shall not control, direct, supervise Contractor's employees or subcontractors employees in the performance of such services. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to defend, hold harmless and indemnify Company for any and all claims with respect to such employees and subcontractors, including but not limited to, claims arising out of any injury, disability or death of any of Contractor's employees or agents.
- 9) **Exclusive Relationship.** CONTRACTOR MUST AGREE TO A "NON-COMPETE" AND MAY NOT REPRESENT, PERFORM SERVICES FOR, OR CONTRACT WITH ANY OTHER PERSONS, FIRMS OR ENTITIES WITHIN THE LADDER ASSIST OR PROPERTY ADJUSTMENTS INDUSTRIES, WITHIN THE STATE OF KENTUCKY, AND A 200 MILE RADIUS OF COM ANY ADDRESS COMPANY OUTSIDE OF THE STATE OF KENTUCKY WHICH COMPANY HAS PROVIDED SERVICES FOR WITHIN THE CONTINENTAL UNITED STATES FOR A PERIOD OF 1 YEAR OF TERMINATION BY COMPANY OR NOTICE OF CANCELLATION OF THIS AGREEMENT BY THE CONTRACTOR. CONTRACTOR SHALL NOT DISCLOSE ANY INFORMATION ABOUT THE COMPANY TO ANY OF THE COMPANY'S DIRECT OR INDIRECT COMPETITORS AS FURTHER SET FORTH IN THAT CERTAIN CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT BETWEEN CONTRACTOR AND THE COMPANY EXECUTED CONTEMPORANEOUSLY HEREWITH.
- 10) **Taxes.** The parties acknowledge and agree that the Contractor is responsible for paying when due all tax obligations, including estimated taxes, incurred as a result of the fees paid by Company to Contractor for services under this Agreement. On request of Company, Contractor shall provide Company with proof of timely tax payments. Contractor agrees to indemnify, defend and hold harmless Company for any claims, cost, losses, fees, penalties, interest or damages incurred by Company resulting from Contractor's failure to comply with this Section.
- 11) **Liability Insurance; Indemnity.** Contractor shall assume all liabilities associated with work performed by Contractor and Contractor's employees and subcontractors. Further, Contractor shall maintain at all times during the term of this Agreement policies of general liability, errors and omissions, and workers' compensation for acts of Contractor or its employees and agents, and shall be solely responsible for obtaining any other necessary insurance to cover liabilities of Contractor and Contractor's employees and agents under this Agreements, including, but not limited to, automobile liability coverage. In the event Contractor is not currently required under the law to maintain workers' compensation insurance as set forth above, Contractor agrees to indemnify and hold harmless Company for any claims, losses, costs or expenses arising out of or related to any injury suffered by Contractor, his/her/its agents or employees, arising out of or in connection with the services rendered under this Agreement. Contractor agrees that at such time as Contractor is required to maintain workers' compensations insurance, Contractor shall promptly notify Company of same and shall promptly provide Company with a certificate of insurance documenting such coverage. Further, Contractor shall indemnify, defend and hold harmless Company from any and all claims, demands, costs, judgments, obligations and other liabilities, including without limitations reasonable attorneys' fees and expenses, arising out of or in connection with Contractor's breach of this Agreement, any act of Contractor and/or Contractor's agents and employees, and/or the performance of services by Contractor and/or Contractor's agents and employees. Contractor may choose to have his/her workers' compensation insurance withheld from compensation and paid directly by Company to Company's provider at the time.
- 12) **Assignment.** Neither party may assign this Agreement without the express written consent of the other party.

- 13) Confidentiality.** Contractor acknowledges and agrees that the terms of that certain *Confidentiality and Nondisclosure Agreement* of even date herewith between Contractor and Company are incorporated herein reference and constitute material obligations of Contractor to Company under this Agreement.
- 14) Notices.** All notices and other communications are required or permitted under this Agreements shall be in writing and shall be deemed to have duly given (a) on the date of personal delivery, if personally served o the party to whom notice is to be given, or (b) on the second (2nd) business day after mailing, by first class certified mail, return receipt requested.
- 15) Termination.** This Agreement will terminate immediately upon the occurrences of any of the following events:
- **30 Day Notice.** Thirty (30) after the date a party receives written notice of termination for any reason, with or without cause, from the other party;
 - **Breach.** Receipt by a party of written notice of breach from the other party, setting forth in reasonable detail the nature of the breach of the Agreement but the party receiving such notice. If such breach has not been remedied by the breaching party to the reasonable satisfaction of the non-breaching party within one week following the mailing of such notice by the non-breaching party, this agreement may be terminated immediately by the non-breaching party.
- 16) Consent to Choice of Law, Jurisdiction and Venue.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Kentucky. The parties each irrevocably and unconditionally submits and consents to the exclusive jurisdiction of the courts of the State of Kentucky for the purposes of any suit, action or other proceeding action arising out of this Agreement or an transactions contemplated hereby.
- 17) Entire Agreement; Modifications.** The parties agree that there are no other agreements or understandings between them relation to the subject matter of this Agreement, except for the herein referenced Confidentiality and Nondisclosure Agreement which shall be construed in a manner consistent with this agreement. This Agreement supersedes all prior agreements or understandings, oral and/or written, between the parties, and is intended as a complete and exclusive statement of the agreement between the parties. No change or modifications of this Agreement shall be valid unless the same be in writing and signed by the parties.

Please note, this agreement is INTENDED TO BE LEGALLY BINDING, for the protection of all parties involved, and the parties hereto have caused this Agreement to be executed as of the date first written above.

Knight's Services Inc.

_____ **Knight's Services Inc. Representative**

_____ **Contractor's Name/Company**

_____ **Date**

_____ **Date**