

## Independent Contract Agreement

This Agreement executed this the 7 day of June, 2018, by and between Sangre de Cristo Estates Home Owner's Association (hereinafter "HOA"), and Tom Cirolia (hereinafter "Contractor").

Now Therefore, For And In Consideration of the mutual promises and agreements contained herein, HOA hires Contractor, and Contractor agrees to work for HOA under the terms and conditions hereby agreed upon by the parties.

### **Section 1 – Work to be Performed**

1.1 Term. HOA agrees to hire Contractor, at will, for a term commencing on June 5, 2018, and continuing until terminated in accordance with Section 3.

1.2 Duties. Contractor agrees to perform work for the HOA on the terms and conditions set for in this agreement, and agrees to devote all necessary time and attention to performance of the duties specified in this agreement. Contractor's duties shall be as follows:

1. Organizing approved contractor(s) to troubleshoot problems and identify necessary repairs.
2. Obtain proposals to carry out the repairs.
3. Communicate those to the HOA Board for approval.
4. Oversee the work being done by the contractors.
5. Review invoices and submit to Board for approval and payment.
6. Document any changes made to the system.

Contractor further agrees that in all aspects of such work, Contractor shall comply with applicable standards and regulations, and shall perform the duties assigned to the best of his ability, and in the best interests of the HOA.

*MAC*  


## **Section 2.1 – Compensation**

In consideration of all services to be rendered by Contractor to the HOA, the HOA shall pay to the Contractor the sum of \$60 per hour worked. Contractor shall bill his time on a project basis, unless it is a small amount of hours, then Contractor will keep a timesheet and bill quarterly. Contractor shall be paid within 30 days of submitting a bill for services.

## **Section 2.2 – Withholding: Other Benefits**

Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. HOA shall not provide Contractor with any coverage or participation in the HOA's insurance policies, and Contractor shall be responsible for maintaining any accident and health insurance as Contractor shall determine.

## **Section 2.3 – Expenses**

HOA shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder.

## **Section 3 – Termination at Will**

This Agreement may be terminated by HOA, at will, and in the sole discretion of the HOA and upon 14 days written notice to Contractor. Contractor may terminate this Agreement upon 14 days written notice to the HOA. This Agreement may also be terminated at any time upon the mutual written agreement of the HOA and Contractor.

## **Section 4 – Independent Contractor Status**

Contractor acknowledges that he is an independent Contractor and is not an agent, partner, joint venture nor employee of HOA. Contractor shall have no authority to bind or otherwise obligate Contractor in any manner nor shall Contractor represent to anyone that it has

a right to do so. Contractor further agrees that in the event that the HOA suffers any loss or damage as a result of the violation of this provision Contractor shall indemnify and hold harmless the HOA from any such loss or damage.

#### **Section 5 – Representations of Warranties of Contractor**

Contractor represents and warrants to the HOA that there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

#### **Section 6 – Indemnification**

Contractor shall indemnify and hold HOA harmless from any loss or liability from performing services under this Agreement.

#### **Section 7 – Miscellaneous Provisions**

7.1 The provisions of this Agreement shall be binding upon and endured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or HOA an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or HOA.

7.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expense reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees.

7.3 No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a

continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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

7.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

WITNESS OUR SIGNATURES, this the 7 day of June, 2018.

By: Marc Cleaver  
Marc Cleaver, HOA

Thomas A. Cirolia  
Contractor  
THOMAS A CIROLIA