INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT, is made and entered into this _____ day of _____, 20___, by and between LEGACY MOUNTAIN BUILDERS, LLC, hereinafter referred to as the "COMPANY," and _____, hereinafter referred to as "CONTRACTOR."

WHEREAS, COMPANY seeks assistance with the services hereinafter set forth; and

WHEREAS, CONTRACTOR possesses the needed skills and expertise to provide such services and seeks to provide the same in exchange for compensation as set forth herein.

NOW THEREFORE, the parties hereby agree as follows:

1. CONTRACTOR will provide the Services set forth herein at the following project: _____.

2. CONTRACTOR agrees to provide the following Services:

   _____
   _____
   _____
   _____

3. COMPANY agrees to pay the above-name CONTRACTOR as follows: a fixed sum of _____ ($_____) which shall be paid by ___ COMPANY ___ PROJECT OWNER. Said payments shall be made as follows: [add timing of payments].

4. Out-of-pocket expenses for materials utilized in performance of the Services shall be paid:

   _____ By Contractor
   _____ By Company
   _____ By Project Owner
   _____ Other: _____

5. The parties agree to the following special terms regarding payment, work performed, deadline for work to be performed or other matters (if none, write "NONE"):

   _____

6. All parties agree that CONTRACTOR is and shall be deemed at all times an independent

contractor. The parties acknowledge and agree that this Agreement does not create a partnership or joint venture between them. COMPANY shall not withhold any employment or employment-related taxes from any payments due to CONTRACTOR. CONTRACTOR shall maintain all necessary property, liability, and worker's compensation and shall not be an insured party on any of COMPANY'S policies. CONTRACTOR shall be responsible for paying and complying with reporting requirements for all local, state and federal taxes related to payments made pursuant to this Agreement.

7. The CONTRACTOR has informed the COMPANY, and hereby represents to the COMPANY, that it has had extensive experience in performing the services set forth herein and is well acquainted with the components that are properly and customarily included within such a project, including the requirements of applicable state, federal and local laws.

8. The CONTRACTOR will indemnify and save harmless the COMPANY and their customer, principals, directors, shareholders, officers, agents, employees, and volunteers and each of them (hereinafter individually and collectively, the "Indemnitees"), from and against any and all claims made or asserted for any damage or injury of any kind or nature whatsoever (including death), to any person or property (including, without limitation, claims for injury to or death of CONTRACTOR or any employee or agent of the CONTRACTOR, or suppliers of any tier), which claims result from, arise out of, or occur in connection with the execution of the Services, whether or not such claims are based upon actual or alleged active or passive negligence or wrongdoing of any Indemnitee, except that the CONTRACTOR shall not be required to indemnify an Indemnitee against a claim or loss that is the result of the Indemnitee's sole negligence or willful misconduct. CONTRACTOR shall indemnify Indemnitees from and against all loss, cost, expense, liability, damage or injury, including legal fees, that Indemnitees may directly or indirectly sustain, suffer or incur as a result thereof, and the CONTRACTOR agrees to and does hereby assume on behalf of Indemnitees the defense of any action at law or in equity which may be brought against Indemnitees by reason of such claims, and will pay on behalf of the Indemnitees, upon their demand, the amount of any judgement that may be entered against Indemnitees or any of them in any such action. In the event that any such claims, loss, costs, expense, liability, damage, or injury arise or are made, asserted or threatened against an Indemnitee for which the insurer of CONTRACTOR does not admit coverage, or if the COMPANY deems such coverage to be inadequate, the COMPANY shall have the right to withhold from any payments due or to become due to the CONTRACTOR an amount sufficient to protect Indemnitees from such claims, loss, costs, expense, liability, damage, or injury, including legal fees.

9. The CONTRACTOR shall be held responsible for all damages resulting from errors, omissions, negligence or willful misconduct of CONTRACTOR, CONTRACTOR'S agents and employees, in the performance of the Services. The CONTRACTOR is responsible for maintaining any and all necessary policies of insurance to insure their services hereunder as well as workman's compensation insurance regarding any persons performing services on their behalf.

10. CONTRACTOR shall be required to maintain policies of insurance as follows and to provide proof of the same to COMPANY upon request: _____.

11. All parties agree that COMPANY bears no responsibility for and shall not be liable for any decisions, contracts, obligations or liabilities of CONTRACTOR.

12. All parties agree to exercise reasonable diligence, good faith and perform in a workmanlike manner regarding their respective obligations under this agreement.

13. The terms of this Agreement shall be governed by the laws of the State of Missouri, without regard for conflict of law provisions. Venue for any dispute arising under this Agreement shall be a court of competent jurisdiction located in Ozark County, Missouri.

_____ _____

Authorized Representative Date
Legacy Mountain Builders, LLC, Company

_____ _____

Authorized Representative, Contractor Date
Print Name: _____