

## **INDEPENDENT CONTRACTOR REFERRAL AGREEMENT**

This INDEPENDENT CONTRACTOR REFERRAL AGREEMENT (the "Agreement") is entered into between Snapping Shoals Electric Membership Corporation and \_\_\_\_\_ ("Contractor") as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

### **Statement of Purpose:**

Snapping Shoals EMC regularly receives requests for information from their customers for businesses that can assist them with the installation, repair, and maintenance services for electric and non-electric equipment in their homes. In order to assist Snapping Shoals EMC customers in selecting a qualified contractor, Snapping Shoals EMC desires to maintain a list of reputable contractors who are qualified and ready to perform such services, in order to assist Snapping Shoals EMC customers in selecting a qualified contractor. Contractor desires to become a qualified contractor and to be placed on Snapping Shoals EMC's qualified contractor list upon the terms and conditions contained herein:

### **Agreement:**

1. Work. Contractor desires to perform the following services to Snapping Shoals EMC's customers and to be placed on Snapping Shoals EMC's contractor list for the following services: \_\_\_\_\_ (the "Work").
  
2. Contractor Qualifications. Contractor represents that it and its employees are fully experienced, properly qualified, certified, licensed, have the necessary equipment, and are properly organized and financed to perform the Work, and further represents that it will perform the Work for Snapping Shoals customers in a timely, safe, quality, and workmanlike manner.
  
3. Independent Contractor Relationship. The relationship between Snapping Shoals EMC and Contractor is an independent contractor relationship. Contractor is not authorized to act as an agent, employee or legal representative of Snapping Shoals EMC and may not hold itself out to the public as such. Contractor has no authority to make any representations or warranties on behalf of Snapping Shoals EMC, nor in any manner to assume or create any obligation or responsibility, whether express or implied, on behalf of, or in the name of Snapping Shoals EMC. All persons furnished by Contractor shall be considered solely Contractor's employees or agents and, in no event, shall any officer, agent or employee of Contractor be deemed to be an officer, agent or employee of Snapping Shoals EMC.

Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among its employees and shall not permit any unfit person or persons not skilled in the tasks assigned to them to perform Work these persons are not qualified to do. All of Contractor's employees who perform the Work shall be subjected to criminal background checks and drug and alcohol screenings.

Contractor shall secure any necessary building permits and other governmental fees, licenses, and inspections, and shall comply with all laws, ordinances, rules, regulations and lawful orders of public authorities' necessary or incidental to performance of the Work.

4. Non-Exclusivity. This is a non-exclusive agreement. Contractor acknowledges that Snapping Shoals EMC intends to maintain a list of qualified independent contractors for use by its customers and that Contractor will be one of several contractors on the list. This Agreement is not a requirements contract, does not obligate Snapping Shoals EMC to refer any of its customers to Contractor, and does

not guarantee any of Snapping Shoals EMC's customers will employ Contractor. Rather, this Agreement establishes the terms and conditions of the parties' relationship and to ensure adequate minimum levels of performance of the Work.

5. Compensation/Payment. Snapping Shoals EMC shall not be liable for payment of any amounts due to Contractor for performance of the Work. Contractor agrees to look solely and exclusively to the customer for whom the Work is performed for payment. Prior to the performance of any Work, Contractor shall provide the customer with a written estimate of the cost of the Work, including the cost of labor and materials and quantities of each.

6. Insurance. Prior to being placed on the contractor list, Contractor shall provide to Snapping Shoals EMC insurance certificates evidencing that it maintains all necessary insurance for the performance of the Work, including, but not limited to, commercial general liability in the amount of \$500,000 or more, commercial automobile liability and workers compensation coverages (if applicable under Georgia law). If there are any changes to insurance while listed on our contractors list, Contractor will notify Snapping Shoals EMC and provide the new, updated information.

7. Indemnification. Contractor agrees to indemnify, defend and hold harmless Snapping Shoals EMC, its affiliates and their agents and employees, from and against any claims, demands, loss, costs, damages or liabilities of any kind or any nature, including, but not limited to, attorneys' fees, resulting from the performance of this Agreement or arising in any manner from any Work performed by Contractor under this Agreement, unless such claim, demand, loss, cost, damage or liability arises from the sole negligence or intentional misconduct of Snapping Shoals EMC.

8. Term and Termination. This Agreement shall become effective on the Effective Date and shall continue until terminated by either party, as set forth below.

- (a) Termination by Contractor. Contractor may terminate this Agreement at any time by providing written notice to Snapping Shoals EMC.
- (b) Termination by Snapping Shoals EMC. Snapping Shoals EMC may terminate this Agreement immediately, upon written notice to Contractor, if Snapping Shoals EMC determines, in its sole discretion, (i) that Contractor has failed to perform the Work in a quality, workmanlike and/or professional manner based upon complaints from its customers; or (ii) that Contractor has breached any term of this Agreement. Snapping Shoals EMC may also terminate this Agreement, without cause, upon thirty (30) days written notice to Contractor.
- (c) Removal from List. Upon termination by either party for any reason, Contractor's name shall be removed from the list.

9. Assignment. Contractor agrees it will not assign this Agreement and that it will perform any and all Work which is referred to it under this Agreement with its own officers, agents and employees. Any attempted assignment by Contractor will be void.

10. Entire Agreement. This Agreement constitutes the entire agreement between Snapping Shoals EMC and the Contractor relating to the subject matter herein and supersedes all prior communications, representations or agreements between them, whether written or oral, with respect to such subject matter. No addition to or modification of the any provision of this Agreement shall be binding upon either party unless made in writing and signed by a duly authorized representative.

Snapping Shoals Electric Membership Corporation  
14750 Brown Bridge Rd  
Covington, Georgia 30016

Company Name

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President or Representative

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Date

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[Contractor Name]

Company Name

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[Contractor Address]

President or Representative

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Date

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