

Independent Contractors Agreement

THIS AGREEMENT is executed this 1st day of October, 2023, by and between Hart Custom Builders, LLC whose address is 250 Pagosa St., Pagosa Springs CO 81147 ("Contractor") and Colorado's Timber Ridge Metro District (CTRMD), whose address is P.O. Box 5601, Pagosa Springs, Colorado 81147 ("Association"). IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Scope of Work Engagement. Contractor hereby agrees to furnish all materials, equipment and labor required for snow plowing approximately 8 miles of 25 feet wide asphalt roads in the Timber Ridge community including a 5,000 square foot asphalt area in front of the cluster mailbox, 2 emergency roads and driveway and parking area at Clubhouse. (hereafter referred to as the "Work" or the "Project") for the winter months Nov-Dec of 2023 thru Jan-March 2024. The specifications are more particularly described on Exhibit "A" attached hereto and incorporated herein.

2. Compensation (Guaranteed Contract Price). Contractor agrees that it will furnish all supplies, perform all the Work and satisfy all its obligations hereunder for the Guaranteed Contract Price hereinafter described, and that said price shall include all labor, building materials, accessories and installations required herein. The Guaranteed Contract Price shall include all sales, use and other applicable taxes for materials, labor, work or services to be furnished or supplied by Contractor. The Guaranteed Hourly Contract Price per unit of equipment shall be:

Equipment available for use at Timber Ridge Subdivision	Number	Winter 2023 – 2024
=====	=====	=====
One Ton Truck with Snow Plow	2	\$160 per hour*
3/4 Ton Truck with Snow Plow	1	\$160 per hour

* With an understanding as per your quote that a 4 inch snow would take approximately 3 hours at \$320 per hour(2 Trucks) to complete one push of the project.

3. Payment Procedure. The Association shall pay the Contractor within 30 days of receipt of invoices for satisfactorily performed plowing operations.

4. Qualifications. Contractor represents that it is fully qualified and licensed, to the extent necessary, to do business in the vicinity of the project, has the requisite expertise, skill and capability to perform the Work in the manner contemplated by this Agreement, and that it shall maintain the requisite skilled employees and other workers, materials equipment and tools necessary to perform the Work as and when required under this Agreement.

5. Standard of Work. All materials supplied by Contractor shall be new. All Work shall be performed in a good and workmanlike manner, free from faults and defects, and in accordance with the highest standards of the trade and in accordance with the Plans and Specifications, and applicable governmental building codes and other laws, rules, ordinances, requirements and regulations applicable to the Project. The Work shall be performed in a manner satisfactory to Association.

6. Contractor's Employees and Equipment. Contractor shall be responsible to the Association for the acts and omissions of its employees, subcontractors and their agents and employees and other persons performing any of the work under this Agreement. Contractor shall furnish all tools, equipment, supplies and materials necessary to perform the Work. Association shall not be responsible or liable for any loss of Contractor's tools, equipment, materials and supplies.

7. Subcontracts: Any Subcontractors MUST be approved by a representative of the Association, including additional rates charged.

8. Site Inspection by Contractor. Contractor represents that it has had an opportunity to inspect the Property in the Project and is familiar with its condition and accepts the condition of the Project as it exists and states that there shall be no request by Contractor for additional compensation due to site conditions.

9. Cooperation of Contractor. Contractor shall obtain any required governmental permits and/or inspections required in the performance of the Work and shall cooperate with Association and in the performance of this Agreement.

10. Safety. Contractor shall take all reasonable safety precautions with respect to the Work, shall comply with all applicable laws, ordinances, rules, regulations, requirements and orders of any public authority for the safety of persons or property, including, but not limited to traffic control.

11. Employment Practices. Contractor is **not** an employee or agent of Association, but an independent contractor. Contractor shall be responsible for compliance with the provisions of all applicable State and/or Federal Social Security, Unemployment Compensation, Workmen's Compensation, Sales and Use Tax, Withholding Tax and other tax laws now or hereafter in effect and shall pay all taxes, contributions and premiums required hereunder. Nothing in this Agreement shall authorize or empower Contractor to create or assume any obligation or responsibility whatsoever, express or implied, in the name or on behalf of Association, nor to make any representation, warranty or agreement on Association's behalf.

12. Defective Performance. If the Association or its representative determines that the Work does not conform to this Agreement or the Contractor fails to correct any defective performance of the work, then the Association, by a written order, may order Contractor to stop further work until the cause for such order has been eliminated and, unless the Contractor cures such defective performance within three days of receipt of such order, the Association may consider the Contractor in default of this Agreement and may cure the default and/or exercise any other rights afforded herein or by law. The costs of correcting deficient work shall be deducted from the payments due Contractor. If payments due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Association.

13. No Liens. Contractor shall deliver the Work to Association in good condition, free and clear of all claims, liens and encumbrances arising by, through or under Contractor or subcontractors. At all times, Contractor shall defend and hold Association harmless from and indemnify Association from and against all such claims, liens or encumbrances, pending or threatened.

14. Responsibility for Damage and Setoff. Contractor shall be responsible for all damage or injury arising from Contractor's performance of this Agreement, including, but not limited to damage to property of members of the Association. Association may withhold such sums from any monies due or to become due to Contractor hereunder as Association, in its sole discretion, deems necessary to protect Association from any loss, damage, or expense relating to or arising out of Contractor's performance of the Work, or to prevent liens or in response to any claim or threatened claim of which Association becomes aware concerning Contractor or the performance of Contractor's duties hereunder.

15. Insurance. Contractor shall, in a manner satisfactory to Association, maintain at its own expense until the completion of the Work and final payment therefore the following insurance:

A. Worker's Compensation and Employer's Liability:

- (1) Meeting the statutory requirements and covering any employees of Association used by the Contractor.
- (2) Coverage "B" - Employer's Liability - Limit \$100,000.

B. Comprehensive General Liability:

- (1) Comprehensive General Liability.

- (2) Contractual Liability insuring the liability assumed under this Agreement.
- (3) Limits of Liability: Bodily Injury: \$1,000,000 aggregate; and Property Damage: \$100,000 aggregate.
- (4) The certificate of insurance is issued with a general aggregate "Per location" to avoid depletion of limits.

C. Comprehensive Automobile Liability:

(1) Comprehensive Automobile liability Form, including all owned, non owned and hired vehicles.

(2) Limits of Liability: Bodily Injury - \$250,000 each person; \$500,000 each occurrence; Property Damage - \$100,000 each occurrence aggregate.

Maintenance of the required insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. Contractor shall furnish original certificates evidencing existence of the required coverage with Association named as a coinsured or additional insured. Failure of Contractor to fulfill any of its obligations contained in this Section shall constitute a material breach of this Agreement.

16. Indemnity. Contractor hereby indemnifies and saves harmless Association against any and all loss, damage, liability, claims, demands, cost or expense, including attorney fees and costs of litigation, arising from or in any way attributable to the activities of Contractor or any of the Contractor's employees, Contractor's work or Contractor's presence or activities on the Project site without limitation, injuries or deaths to persons or damage to property.

17. Association's Remedies. Contractor shall be liable to Association for any damages sustained by Association as a result of Contractor's breach of this Agreement.

18. Payment No Release. No payment to Contractor under this Agreement, whether in full or in part, shall be deemed to operate as Association's acceptance of any work or an admission that Contractor has complied with any provisions of this Agreement.

19. Remedies Not Exclusive. The options and remedies provided herein shall not be exclusive or deemed as limiting Association's rights and remedies under this Agreement, or under applicable law. Association shall be entitled to exercise all of its rights and remedies under this Agreement or under applicable law, concurrently, and in such order as Association in its sole discretion determines.

20. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any permitted successors and assigns of the parties hereto. This Agreement shall not be assigned without the prior written consent of the other party.

21. Notice. Any notice required pursuant to the terms of this Agreement shall be considered to have been received when delivered in writing to the other party or an officer or manager thereof, in person or three days after placing such notice in the United States Mail, certified mail, return receipt requested, postage prepaid, properly addressed to the party at the address appearing for such party on page one of the Agreement or at such other address as any party may furnish to the other party in accordance herewith for the purposes of this notice. Actual receipt shall not be required to effect notice hereunder.

22. No Waiver. Any failure to enforce or waiver of any breach of any of the provisions of this Agreement shall not constitute a waiver of any continued or additional breach of the same or any other provisions of this Agreement. Association's failure to give notice to Contractor shall not limit, alter, diminish, restrict or waive Contractor's obligations set forth in this Agreement.

23. Entire Agreement. Both parties hereby agree that this Agreement and all documents referred to herein

represent and constitute the entire Agreement between said parties and no other document or representation, either verbal or written, whether made heretofore, simultaneously with the execution hereof or hereafter, except as set forth herein, shall be binding on either party hereto.

24. Amendment. This Agreement may be amended, altered or modified only by written instrument, validly executed by both parties hereto.

25. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of a lawsuit, the proper venue shall be in the county where the Association is located.

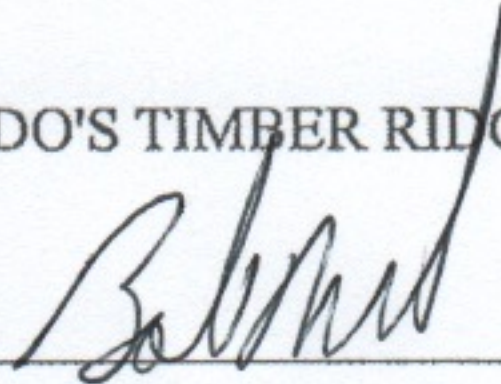
26. Severability. The provisions of this Agreement are severable, and should any provision be found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provisions hereunder.

27. Attorney Fees. In the event of a default under, or breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Conflicts. If the parties attach to this Agreement any exhibit or form prepared by Contractor, the provisions of this Agreement shall govern in the event of a conflict between this Agreement and the Contractor's exhibit or form.

IN WITNESS WHEREOF, the Association and Contractor for themselves, their heirs, representatives, successors and assigns, have executed this Agreement the day and year first above written.

COLORADO'S TIMBER RIDGE HOMEOWNERS ASSOCIATION ("Association")

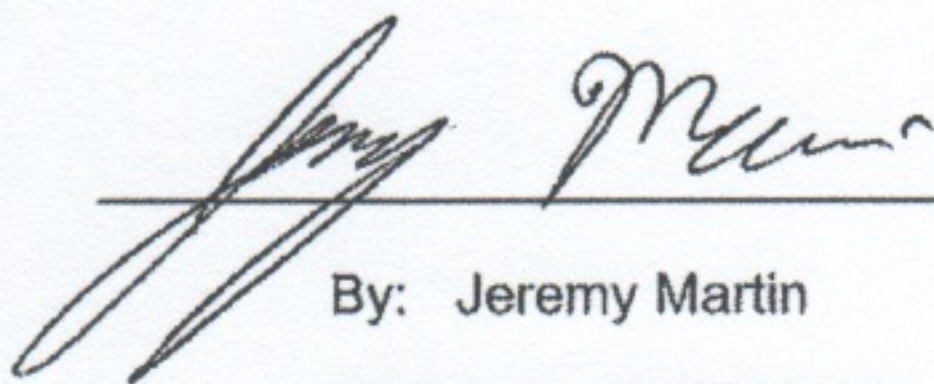


Date: 10-17-23

By: Bob Milford

Title: President, Colorado's Timber Ridge Metro District

Hart Custom Builders, LLC ("Contractor")



Date: 10-13-2023

By: Jeremy Martin

Title: Owner-President

EXHIBIT A
SPECIFICATIONS

Snow Plow approximately 8 miles of 25 feet wide asphalted roads in the Timber Ridge Subdivision including two gravel emergency roads plus 5,000 sf area in front of the cluster mail boxes and driveway to and parking in front of the Timber Ridge Clubhouse.

The basic criteria for snow plowing is 4 inches of snow, but this is not a hard set standard as common sense should prevail with due consideration being given to forecasted snowfalls, temperatures, etc. In case of doubt, Contractor should communicate with authorized representative of the association, a list of which will be provided to the Contractor before each snow season. The contract price is inclusive, where necessary, the markings of sewer manholes and other utilities prior to each snow season.

The snow will be removed completely off the asphalt portion of roads on each completed push and will be pushed back early in the season to make room for additional snow as the season progresses.

An effort will be made to protect the chip seal on the 8 miles of asphalt road.

An effort will be made to turn snow plow blade so as not to leave a berm on driveways that have already been plowed.