



Sub Contractor Agreement

This agreement is made on the ____ day of _____, _____, between AutoHail, LLC. With its business address as 742 East Riviera Drive, and _____, (herein referred to as the “**Sub Contractor**” WHEREAS The Company requires the services of the contractor to perform services specified by the AutoHail.

It is hereby agreed:

1. Sub Contractor agrees to perform paint-less dent repair (PDR) services on vehicles obtained from clients of AutoHail.
2. Sub Contractor agrees to perform these repairs to standards of high quality.
3. Sub Contractor agrees to wear job appropriate clothing when performing repairs on vehicles obtained from clients of AutoHail.
4. Sub Contractor is expected to perform these services not under the influence of alcohol or illegal drugs at any time.
5. Sub Contractor will make known to AutoHail any prescription drugs which could hamper Sub Contractor’s ability to perform repairs.
6. Sub Contractor is responsible for all expenses related to being on location to perform repairs including but not limited to lodging, food, clothing, airfare, and other travel expenses.
7. Sub Contractor is expected to give 3 day notice if he is unable to continue this agreement at any time.
8. Sub Contractor is to represent AutoHail in a professional manner and is to protect the interest of AutoHail while performing repairs for clients of AutoHail.
9. The relationship between AutoHail and Sub Contractor is considered private and details are not to be disclosed to any client of AutoHail.

Initials _____

10. At no time during, or for a period of 12 months after the completion of any contract with AutoHail, may the Sub Contractor perform work for any of AutoHail's clients.
11. At no time during or for a period of 24 months after the completion of any contract with AutoHail, may the Sub Contractor attempt to entice business away from AutoHail, whether directly or through a third party. This clause shall bind both the Sub Contractor and any Company employing him. Furthermore, no information may be passed to any third party that may result in the same effect.
13. The relationship between AutoHail and the Sub Contractor shall not be deemed to be that of Employer-Employee
14. Sub Contractor will prior entering this agreement, disclose to AutoHail any prior medical history or illness, in writing, which could affect his work for AutoHail.
15. All Documents, papers and records of every kind (written or recorded), whether originals, copies or reproductions and whether prepared by the Sub Contractor or by others, relating to the business and finances of AutoHail shall be the sole and exclusive property of AutoHail. The Sub Contractor will not at any time, give or disclose such materials to any unauthorized person or entity. Upon separation, Sub Contractor will return to AutoHail all such materials including copies, with the exception of tech sheets and copies of invoices for the purpose of recording payments from AutoHail to the Sub Contractor.
16. Sub Contractor understands and acknowledges he is required to fill out an accurate, signed W-9 form for the purpose of AutoHail filing Sub Contractor 1099 Sub Contractor forms for all monies paid to Sub Contractor. Sub Contractor is responsible for filing all correct and applicable state and federal taxes at all times. Additionally, AutoHail withholds no taxes and neither claims nor bears any responsibility to said taxes.
17. Sub Contractor is required to carry Workman's Compensation insurance while performing under this agreement.
18. AutoHail will pay Sub Contractor, at the latest, on the 15th and 30th of each month after receiving payment. If early payment is received from clients of AutoHail, Sub Contractor will be paid within 3 business days of payment clearing.
19. AutoHail will also make every effort to pay Sub Contractor at the end of each week, regardless of whether AutoHail has received payment for said repairs.
20. AutoHail will hold itself to the highest standards in bidding for jobs and negotiating facility fees at all times in order to maximize profits for Sub Contractor and AutoHail.
21. Sub Contractor will be paid _____ % commission on all monies collected by AutoHail.
22. AutoHail will at all times insure Sub Contractor is treated with respect by all clients of AutoHail and other Sub Contractors of AutoHail.

Initials _____

24. This agreement may be terminated by AutoHail, without notice, in the event of:

- a) Any breach by Sub Contractor of any provisions of this contract.
- b) Sub Contractor not being able to fulfill his obligations under this agreement for any reason or for any period.
- c) Sub Contractor's performance or quality of repairs not found acceptable by AutoHail or clients of AutoHail.
- d) No variance of the terms of this agreement shall be valid unless agreed to in writing and signed by both parties.

AutoHail Representative

Subcontractor

Date ____/____/____

Date ____/____/____

Full Name _____

Full Name_____

(Signature)_____

(Signature)_____

Initials _____