

AGREEMENT (SOLE PROPRIETOR)

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between  
\_\_\_\_\_  
\_\_\_\_\_  
Owner and  
Contractor.

1. The Contractor agrees to perform the work listed in Schedule A.
2. The Owner agrees to pay the Contractor the amount in Schedule B.
3. The term of this Agreement is \_\_\_\_\_.
4. The Contractor cannot assign or subcontract any work under this Agreement without the Owner's written consent.
5. The Contractor shall provide all tools, equipment and material for the work under this Agreement.
6. The Contractor shall control and direct all work performed under this Agreement and shall perform all work under this agreement without supervision or control of the Owner and represents that Contractor has no employees.
7. The Contractor shall be responsible for all local, state and federal taxes, including but not limited to, federal income, state income, medicare and FICA, due by reason of this Agreement.
8. The Contractor shall obtain all state, federal and local governmental permits and licenses for the work under this Agreement.
9. **PURSUANT SECTION 3 (20) OF THE ILLINOIS WORKERS' COMPENSATION ACT (820 ILCS 305) THE CONTRACTOR HAS ELECTED NOT TO PROVIDE AND PAY COMPENSATION FOR ACCIDENTAL INJURIES TO HIMSELF ARISING OUT OF AND IN THE CAUSE OF PROVIDING SERVICES TO THE OWNER UNDER THIS CONTRACT AND THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ANY INJURY SUSTAINED BY THE CONTRACTOR.**
10. **THE CONTRACTOR HEREBY RELEASES THE OWNER FROM ANY AND ALL CLAIMS RELATING TO OR CONCERNING THIS AGREEMENT AND THE WORK PERFORMED UNDER THIS AGREEMENT.**
11. **THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY CLAIM RELATING TO OR CONCERNING ANY ACT OR OMISSION OF THE CONTRACTOR FOR ANY WORK UNDER THIS AGREEMENT.**
12. It is expressly agreed that the Contractor is not the agent, servant or employee of Owner in any manner whatsoever and the Owner acknowledges and agrees Contractor is an Independent Contractor.
13. **THE CONTRACTOR ACKNOWLEDGES THAT HE HAS READ THE FOREGOING AND UNDERSTANDS THE TERMS AND CONSEQUENCES OF HIS REPRESENTATION.**

\_\_\_\_\_  
Owner by its authorized Agent

\_\_\_\_\_  
Contractor

SSN: \_\_\_\_\_

AGREEMENT PARTNERSHIP/LIMITED LIABILITY COMPANY

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between  
\_\_\_\_\_  
Contractor. Owner and \_\_\_\_\_

- 1. The Contractor is an Illinois Partnership/Limited Liability Company.
- 2. The Owner and Contractor entered into a Contract dated \_\_\_\_\_.
- 3. The Contractor represents that it does not have employees.

**4. PURSUANT TO SECTION 3 (20) OF THE ILLINOIS WORKERS' COMPENSATION ACTION (820 ILCS 305) EACH PARTNER/ MEMBER HAS ELECTED NOT TO PROVIDE AND PAY COMPENSATION FOR ACCIDENTAL INJURIES FOR HIMSELF OR HERSELF ARISING OUT OF AND IN THE COURSE OF PROVIDING SERVICES TO THE OWNER UNDER SAID CONTRACT AND ASSUMES FULL RESPONSIBILITY FOR ANY INJURY SUSTAINED BY HIM OR HER.**

**5. THE CONTRACTOR HEREBY RELEASES THE OWNER FROM ANY AND ALL CLAIMS RELATING TO OR CONCERNING THE AFORESAID CONTRACT AND THE WORK PERFORMED UNDER THE AFORESAID CONTRACT.**

**6. THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY CLAIM RELATING TO OR CONCERNING ANY ACT OR OMISSION OF THE CONTRACTOR FOR ANY WORK UNDER THE AFORESAID CONTRACT.**

**7. ALL OF THE PARTNERS/MEMBERS HAVE SIGNED THIS AGREEMENT INDIVIDUALLY AND AS A PARTNER/MEMBER.**

**8. THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING AND UNDERSTAND THE TERMS AND CONSEQUENCES OF THEIR REPRESENTATION.**

\_\_\_\_\_  
Owner by its Authorized Agent

\_\_\_\_\_  
Individually and as Partner/Member

\_\_\_\_\_  
Individually and as Partner/Member

\_\_\_\_\_  
Individually and as Partner/Member

\_\_\_\_\_  
Individually and as Partner/Member

AGREEMENT CORPORATION

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between  
\_\_\_\_\_  
Owner and \_\_\_\_\_  
Contractor.

1. The Contractor is an Illinois Corporation.
2. The Owner and Contractor entered into a Contract dated \_\_\_\_\_.
3. The Contractor is owned by the Undersigned(s) and the Undersigned(s) are all of the Officers of the Contractor.
4. Contractor represents that it does not have employees.

**5. THAT PURSUANT TO SECTION 17(b) OF THE ILLINOIS WORKERS' COMPENSATION ACTION (820 ILCS 305) THE CORPORATION HAS ELECTED NOT TO PROVIDE AND PAY COMPENSATION FOR ACCIDENTAL INJURIES FOR HIMSELF OR HERSELF ARISING OUT OF AND IN THE COURSE OF PROVIDING SERVICES TO THE OWNER UNDER THE AFORESAID CONTRACT AND ASSUMES FULL RESPONSIBILITY FOR ANY INJURY SUSTAINED BY HIM OR HER.**

**6. THE CONTRACTOR HEREBY RELEASES THE OWNER FROM ANY AND ALL CLAIMS RELATING TO OR CONCERNING THE AFORESAID CONTRACT AND THE WORK PERFORMED UNDER THE AFORESAID CONTRACT.**

**7. THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY CLAIM RELATING TO OR CONCERNING ANY ACT OR OMISSION OF THE CONTRACTOR FOR ANY WORK UNDER THE AFORESAID CONTRACT.**

**8. ALL OF THE OWNER(S) AND OFFICER(S) OF THE CORPORATION HAVE SIGNED THIS AGREEMENT INDIVIDUALLY AND AS OWNER(S)/OFFICER(S).**

**9. THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING AND UNDERSTAND THE TERMS AND CONSEQUENCES OF THEIR REPRESENTATIONS.**

\_\_\_\_\_  
Owner by its Authorized Agent

\_\_\_\_\_  
Individually and as Officer of the Contractor

\_\_\_\_\_  
Individually and as Officer of the Contractor

## ADDENDUM

The following terms shall apply to the contract to which this addendum is attached.

1. The Contractor cannot assign or subcontract any work under the Contract to which this Addendum is attached without the Owner's written consent.
2. The Contractor shall provide all tools, equipment and material for the work under this Agreement.
3. The Contractor shall control and direct all work performed under this Agreement and shall perform all work under this agreement without supervision or control of the Owner.
4. The Contractor shall be responsible for all local, state and federal taxes, including but not limited to, federal income, state income, medicare and FICA, due by reason of this Agreement.
5. The Contractor shall obtain all state, federal and local governmental permits and licenses for the work under this Agreement.
6. **THE CONTRACTOR HEREBY RELEASES THE OWNER FROM ANY AND ALL CLAIMS RELATING TO OR CONCERNING THIS AGREEMENT AND THE WORK PERFORMED UNDER THE CONTRACT FOR WHICH THIS ADDENDUM IS ATTACHED.**
7. **THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY CLAIM RELATING TO OR CONCERNING ANY ACT OR OMISSION OF THE CONTRACTOR FOR ANY WORK UNDER THE CONTRACT TO WHICH ADDENDUM IS ATTACHED.**
8. It is expressly agreed that the Contractor is not the agent, servant or employee of Owner in any manner whatsoever and the Owner acknowledges and agrees Contractor is an Independent Contractor.
9. **THE CONTRACTOR ACKNOWLEDGES THAT HE HAS READ THE FOREGOING AND UNDERSTANDS THE TERMS AND CONSEQUENCES OF THE CONTRACTOR'S REPRESENTATION.**

\_\_\_\_\_  
Owner by its authorized Agent

\_\_\_\_\_  
Contractor

SCHEDULE A  
Work to be performed

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SCHEDULE B  
Compensation

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