

# INDEPENDENT CONTRACTOR / FIELD SERVICES AGREEMENT

*BiblioTech Telecommunications LLC | Mississippi*

DRAFT FOR ATTORNEY REVIEW — NOT LEGAL ADVICE

Effective Date: \_\_\_\_\_ | Contractor: \_\_\_\_\_

## 1. Parties and Purpose

This Independent Contractor / Field Services Agreement (“Agreement”) is between BiblioTech Telecommunications LLC, a Mississippi limited liability company (“BiblioTech”), and the individual or business identified as “Contractor” above.

BiblioTech contracts with telecommunications customers and/or prime contractors (“Prime Contractor”) for field installation and related services. Contractor desires to perform qualifying field services through BiblioTech on a project-by-project basis. The parties intend to create a business-to-business independent contractor relationship, subject to applicable law and the actual facts of the relationship.

## 2. Independent Contractor Status

Contractor represents that Contractor is self-employed and is responsible for Contractor’s own federal, state, and local taxes, licenses, insurance, business expenses, and legal obligations applicable to Contractor’s business. Contractor will provide a completed Form W-9 before receiving reportable payments.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency relationship. Contractor is not entitled to employee benefits, paid leave, unemployment benefits, workers’ compensation benefits from BiblioTech (unless separately required by law or contract), or payroll withholding as an employee.

The parties acknowledge that a label or written agreement alone does not determine worker classification. The actual relationship must remain consistent with applicable independent-contractor requirements.

## 3. Services and Assignments

Contractor may accept individual projects or assignments offered through BiblioTech. An assignment may identify the Prime Contractor, service territory, job types, applicable rate schedule, credential requirements, customer requirements, completion standards, and other deliverables.

Contractor is responsible for achieving the required result and complying with lawful customer, safety, technical, and quality requirements applicable to the assignment. BiblioTech may communicate customer requirements, deadlines, access procedures, quality standards, and deliverables without assuming the right to control the manner and means by which Contractor operates an independent business.

## 4. Availability and Other Customers

Contractor is not required by this Agreement to work exclusively for BiblioTech and may perform services for other customers, provided that doing so does not interfere with accepted assignments, breach confidentiality, create a material conflict of interest, violate Prime Contractor requirements, or misuse BiblioTech or customer property or information.

Contractor controls whether to accept an offered assignment, subject to any assignment-specific commitment accepted by Contractor.

## 5. Compensation and Rate Schedules

The Prime Contractor may provide BiblioTech with a production/rate schedule. BiblioTech may apply its contractual service/administrative percentage and issue Contractor a separate BiblioTech rate schedule showing the amount payable to Contractor for each covered service.

Unless an assignment or rate schedule states otherwise, current BiblioTech rate schedules are incorporated by reference when accepted by Contractor. BiblioTech currently expects its commercial margin to be 10% for designated Michigan work and 12% for designated Bastrop, Texas work; the applicable project schedule controls.

Contractor is paid based on verified completed production, not merely time spent available for work, unless a written assignment expressly provides otherwise.

## 6. Weekly Settlement

Prime Contractor payments for the work of multiple Contractors may be made to BiblioTech in a consolidated payment. BiblioTech will reconcile verified production and issue a settlement statement to each Contractor.

Contractor payments are intended to be made weekly after BiblioTech receives and reconciles the applicable Prime Contractor funds and production records. Payment timing may be affected by Prime Contractor payment timing, corrections, chargebacks, rejected work, or other legitimate reconciliation issues.

## 7. Company-Sponsored Mobilization and Operational Support

To recruit and activate field contractors, BiblioTech may elect to sponsor or directly pay certain initial mobilization and operational expenses, including initial travel/gas to a deployment, lodging, food, onboarding, training, and equipment.

Unless a separate written Advance Authorization identifies an amount as a repayable advance, these company-sponsored mobilization/operational expenses are not automatically treated as a personal debt of Contractor.

BiblioTech may discontinue optional support when Contractor becomes operational or self-sufficient, subject to any written assignment terms.

## 8. Contractor Advances

A "Contractor Advance" is money intentionally advanced by BiblioTech to or for Contractor for a purpose identified in a signed Advance Authorization. Each advance will identify the amount, purpose, date, and repayment terms.

Unless a written Advance Authorization states otherwise, an outstanding Contractor Advance becomes immediately due and payable when Contractor voluntarily terminates this Agreement, abandons an accepted assignment, or otherwise ceases providing services. Any deduction, setoff, withholding, or application of amounts otherwise payable to Contractor will be made only to the extent permitted by applicable law and the parties' written agreement.

## 9. Equipment and Property

Equipment supplied by BiblioTech remains BiblioTech property unless a written transfer states otherwise. Contractor will maintain reasonable care of assigned property, use it only for authorized purposes, and return it promptly upon request or termination.

Each material item may be recorded on an Equipment Assignment/Receipt. Loss, theft, intentional misuse, or damage caused by Contractor's breach may create a contractual claim to the extent permitted by law.

## 10. Expenses

Unless an assignment or written expense authorization states otherwise, Contractor is responsible for ordinary business expenses associated with operating an independent business. BiblioTech may voluntarily provide or reimburse specific expenses as part of a project or mobilization arrangement.

Contractor must submit receipts or other reasonable documentation when required by BiblioTech or the Prime Contractor.

## **11. Taxes and Records**

Contractor is responsible for all taxes arising from Contractor's compensation, including self-employment taxes where applicable. Contractor will provide accurate tax information and promptly notify BiblioTech of changes to legal name, taxpayer identification information, address, or entity status.

BiblioTech may issue information returns such as Form 1099-NEC when required by law.

## **12. Customer, Confidentiality, and Non-Circumvention**

Contractor may receive customer names, job information, access credentials, pricing information, technical information, or other confidential information through BiblioTech. Contractor will use such information only to perform authorized services and will not disclose it except as necessary to perform the assignment or as legally required.

Contractor will not knowingly divert, bypass, or accept work directly from a BiblioTech Prime Contractor/customer that was introduced to Contractor through BiblioTech in circumstances that would intentionally circumvent BiblioTech's contractual relationship, subject to applicable law and any Prime Contractor agreement. Any restrictive covenant should be reviewed by counsel for enforceability before use.

## **13. Compliance and Safety**

Contractor will maintain required licenses, certifications, credentials, and training and will comply with applicable laws, Prime Contractor requirements, customer site rules, safety requirements, and technical standards. Contractor will promptly report accidents, property damage, customer complaints, credential problems, or circumstances that may materially affect an assignment.

## **14. Insurance**

Contractor will maintain any insurance required by the Prime Contractor, BiblioTech, or applicable law. If BiblioTech requires proof of insurance, Contractor will provide certificates or other acceptable evidence before beginning the applicable assignment.

## **15. Indemnification**

To the extent permitted by law, Contractor will indemnify and hold harmless BiblioTech and its owners, managers, and agents from third-party claims, losses, damages, fines, costs, and reasonable attorneys' fees arising from Contractor's negligent or wrongful acts, breach of this Agreement, misuse of property, or violation of applicable law, except to the extent caused by BiblioTech's own negligence or wrongful conduct. Counsel should review this provision for state-specific enforceability.

## **16. Termination**

Either party may terminate this Agreement upon written notice, subject to completion or orderly transition of any accepted assignment and any assignment-specific obligations.

BiblioTech may suspend or terminate an assignment immediately for material safety violations, fraud, theft, credential loss, serious customer misconduct, material breach, abandonment, or conduct that reasonably threatens BiblioTech's customer relationship or legal compliance.

Termination does not eliminate obligations that by their nature survive termination, including payment reconciliation, repayment of valid advances, return of property, confidentiality, and applicable indemnification obligations.

## 17. Final Settlement

Upon termination, BiblioTech will reconcile verified production, approved adjustments, documented advances, and company property. BiblioTech will provide a final settlement statement. Any amount owed by either party remains subject to the Agreement and applicable law.

## 18. Governing Law and Disputes

This Agreement will be governed by the law specified in the final attorney-approved version. The parties may agree to mediation or another dispute-resolution process before litigation. Because services may be performed in multiple states, counsel should select the governing-law and venue provisions carefully.

## 19. Entire Agreement; Amendments

This Agreement, its accepted assignments, rate schedules, and signed addenda constitute the parties' agreement concerning the subject matter. Amendments must be in writing and accepted by both parties. If any provision is unenforceable, the remaining provisions remain effective to the extent permitted by law.

## SIGNATURES

BIBLIOTECH TELECOMMUNICATIONS LLC

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_