



cascade

SWIMMING
POOL
SYSTEMS

INDEPENDENT CONTRACTORS AGREEMENT

SPECIFIC CONTRACT FORM

(1) BETWEEN: **CASCADE INDUSTRIES LIMITED**
PO BOX 17069 GREENLANE AUCKLAND 1005

DATED _____

(2) AND: _____ TELEPHONE _____

(3) TRADING AS _____ MOBILE _____

(4) THIS AGREEMENT DOCUMENTS A CONTRACT TO PERFORM SPECIFIC WORK FOR AN AGREED PRICE BOTH AS NOTED BELOW

CUSTOMER DETAILS _____ JOB NUMBER _____

ADDRESS OF JOB _____

ACCESS DETAILS _____ JOB TEL: _____

(5) WORK TO BE PERFORMED: _____

USE REVERSE OF THIS FORM IF MORE SPACE NEEDED

(6) AGREED TOTAL CONTRACT PRICE \$ _____ Inc. GST/NOT Inc. GST (cross out one)

TO BE PAID AS PROGRESS PAYMENTS

a. \$ _____ (When) _____ b. \$ _____ (When) _____

c. \$ _____ (When) _____ d. \$ _____ (When) _____

(7) PROGRESS PAYMENTS CLAIMED WILL BE PAID WHEN THE EQUIVALENT PROGRESS PAYMENT IS RECEIVED FROM THE CUSTOMER.

THE FINAL PROGRESS PAYMENT WILL BE PAID WHEN THE FINAL PAYMENT IS RECEIVED FROM THE CUSTOMER. IF FOR ANY REASON OF NONCOMPLETION, OR QUALITY OF WORKMANSHIP, THE FINAL PAYMENT IS WITHHELD BY THE CUSTOMER, CASCADE RETAINS THE RIGHT TO WITHHOLD FINAL PAYMENT TO THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED & CASCADE PAID.

(8) ANY VARIATIONS TO THIS AGREEMENT MUST BE IN WRITING, AND CONFIRMED BY THE CUSTOMER IF THE ORIGINAL CONTRACT PRICE NOTED ON THE CASCADE FORM OF "SALE AND PURCHASE" IS VARIED IN ANY WAY. NO ESCALATION OF PRICE OR PIECEWORK RATE IS ALLOWED WITHOUT PRIOR KNOWLEDGE AND CONSENT (IN WRITING) BY BOTH CASCADE AND THE CUSTOMER

AS AN INDEPENDENT CONTRACTOR YOU WARRANT THE FOLLOWING:

- YOU WILL CONTROL/SUPERVISE ALL ASPECTS OF THIS JOB AS IT IS ALLOTTED TO YOU
- WHERE REQUIRED, YOU WILL SUPPLY MATERIALS AND LABOUR. YOU WILL PROVIDE YOUR TOOLS AND EQUIPMENT FOR THE JOB
- YOU WILL PROVIDE YOUR OWN TRANSPORTATION TO THE JOB
- YOU WILL BE RESPONSIBLE FOR FULLY COMPLETING YOUR PART OF THE JOB AS PER OUR CONTRACT WITH OUR CUSTOMER
- YOU WILL HIRE OTHER SUBCONTRACTORS/LABOUR AS REQUIRED BY THE TERMS (5. ABOVE)
- PAYMENT FOR THIS CONTRACT WILL BE MADE AS PER THE PROGRESS PAYMENTS (6. ABOVE)
- QUALITY OF WORKMANSHIP AND FINAL COMPLETION TO THE SATISFACTION OF CASCADE IS HEREIN UNDERTAKEN
- ACCOUNTS ON COMPLETION OF THE PROGRESS STAGE WILL BE PAID UNDER CLAUSE (6) OF THIS AGREEMENT
- THERE IS NO RESTRAINT OF TRADE, AND YOU MAY CONTRACT TO OTHER COMPANIES DURING THE TENURE OF THIS AGREEMENT WITH CASCADE, PROVIDING THAT PROGRESS TARGETS GIVEN TO CASCADE/CASCADE'S CUSTOMER ARE STRICTLY ADHERED TO.

READ AND AGREED TO:

CONTRACTOR _____ CASCADE INDUSTRIES _____



INDEPENDENT CONTRACTORS AGREEMENT
GENERAL FORM

DATED _____

BETWEEN **CASCADE INDUSTRIES LIMITED**
PO BOX 17069 GREENLANE
AUCKLAND 1105

AND _____

Address _____

_____ TEL: _____ MOB: _____

TRADING AS _____

IRD# & OTHER DETAILS _____

***THIS AGREEMENT DOCUMENTS THE INDEPENDANT CONTRACTOR NATURE OF THE
RELATIONSHIP BETWEEN THE PARTIES NOTED ABOVE.***

AS AN INDEPENDANT CONTRACTOR YOU WARRANT THE FOLLOWING:

- YOU WILL CONTROL THE JOBS AS THEY ARE ALLOTTED TO YOU
- WHERE REQUIRED, YOU WILL SUPPLY MATERIALS AND LABOUR
- YOU WILL PROVIDE YOUR OWN TOOLS AND EQUIPMENT FOR THE JOB(S)
- YOU WILL PROVIDE YOUR OWN TRANSPORTATION
- YOU WILL BE RESPONSIBLE FOR SEEING THAT THE JOB(S) IS/ARE COMPLETED
- YOU WILL DECIDE WHAT DAILY HOURS ARE REQUIRED TO COMPLETE THE JOB(S)
- YOU WILL HIRE OTHER SUBCONTRACTORS/LABOUR AS REQUIRED
- YOU WILL DECIDE ON TIME FRAME ONCE THE CONTRACT HAS BEEN GIVEN TO YOU
- PAYMENT WILL BE ARRANGED ON A PER CASE BASIS
- WORKMANSHIP AND FINAL COMPLETION IS UNDERTAKEN TO CASCADE
- YOUR ACCOUNT WILL BE PRESENTED TO CASCADE ON COMPLETION OF THE JOB
- THERE IS NO RESTRAINT OF TRADE, YOU MAY CONTRACT TO OTHER COMPANIES DURING THE TENURE OF THIS AGREEMENT WITH CASCADE

READ AND AGREED TO BY

THE CONTRACTOR _____

CASCADE INDUSTRIES LIMITED _____