

# INDEPENDENT TRADESMAN & CRAFTSMAN SERVICES AGREEMENT

*(Temporary Staffing & Referral Agency – Connecticut)*

This Independent Tradesman & Craftsman Services Agreement (“**Agreement**”) is entered into as of **[Effective Date]**, by and between:

**Connecticut Trade Labor Services LLC**, a **Connecticut limited liability company**, with a principal place of business at **107 Orchard St, Stamford, CT 06902** (“**Agency**”),  
and

<**contractor name**>, an individual or business entity engaged in the trade of Administration Services], with a principal address <address> (“**Contractor**”).

Agency and Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

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## 1. PURPOSE AND LIMITED SCOPE OF AGENCY SERVICES

The Agency operates **exclusively as a temporary staffing and referral service**. Its sole function is to **introduce independent tradesmen and craftsmen** to third-party clients (“**Clients**”) seeking temporary labor or project-based services.

The Agency:

- Does **not** perform construction or trade services
  - Does **not** act as a general contractor
  - Does **not** supervise, direct, or control work
  - Does **not** provide tools, materials, training, or jobsite oversight
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## 2. INDEPENDENT CONTRACTOR STATUS – NO EMPLOYMENT RELATIONSHIP

### 2.1 Independent Business

The Contractor represents and warrants that they are customarily engaged in an **independently established trade or business**, and that this business exists independently of the Agency.

### 2.2 No Employment, Subcontractor, or Agency Relationship

The Contractor acknowledges and agrees that:

- They are **not an employee, subcontractor, agent, or representative** of the Agency
- They are **not an employee or subcontractor** of any Client by virtue of this Agreement
- No joint employment, co-employment, borrowed servant, or statutory employment relationship exists

This Agreement is intended to comply with **Connecticut law and IRS independent contractor standards** and shall be interpreted accordingly.

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### **3. NO DIRECTION OR CONTROL**

The Agency shall have **no authority or responsibility** to:

- Control work methods, schedules, sequencing, or means
- Supervise, discipline, or evaluate the Contractor
- Enforce jobsite rules or safety procedures
- Inspect, approve, or reject work quality

Any direction or coordination shall be the responsibility of the **Client**, subject to applicable law.

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### **4. CONNECTICUT ABC TEST COMPLIANCE**

The Parties expressly intend that the Contractor qualifies as an **independent contractor** under **Conn. Gen. Stat. § 31-222(a)(1)(B)(ii)**.

#### **A. Freedom from Control and Direction**

The Contractor is free from the Agency's control or direction **both under this Agreement and in fact**, including freedom to accept or reject assignments without penalty.

#### **B. Services Outside the Usual Course of the Agency's Business**

The Agency's business is limited to **staffing, referral, and matching services**. The Contractor's trade services are **outside the usual course** of the Agency's business.

#### **C. Independently Established Trade or Business**

The Contractor is customarily engaged in an independent trade or business, evidenced by one or more of the following:

- Offering services to the public or multiple clients
- Maintaining a business entity, EIN, or trade name
- Providing their own tools and equipment
- Bearing the risk of profit or loss
- Maintaining required licenses and insurance

#### **D. No Presumption of Employment**

No wages, benefits, unemployment insurance, or workers' compensation coverage are provided by the Agency.

## E. Construction of Agreement

This Agreement shall be construed to preserve independent contractor status. Any inconsistent provision shall be reformed or severed to the minimum extent necessary.

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## 5. RIGHT TO SUBSTITUTE AND ENGAGE ASSISTANTS

The Contractor retains the unrestricted right to **substitute another qualified individual** or to **hire assistants or subcontractors**, at the Contractor's sole expense and responsibility, without Agency approval.

Nothing in this Agreement requires personal performance by the Contractor.

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## 6. NO EXCLUSIVITY

The Contractor is **not exclusive** to the Agency and may:

- Work for other clients or staffing agencies
- Offer services to the general public
- Accept or reject assignments freely

No minimum availability or volume of work is guaranteed or required.

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## 7. TOOLS, EQUIPMENT, AND MATERIALS

The Contractor is solely responsible for providing all tools, equipment, safety gear, transportation, and materials required to perform services, unless otherwise agreed directly with the Client.

The Agency provides **no tools, uniforms, vehicles, or supplies**.

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## 8. NO GUARANTEE OF WORK OR INCOME

The Agency makes **no guarantee** of assignments, hours, or earnings. All engagements are temporary and contingent upon Client demand and acceptance.

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## 9. CLIENT LICENSING REQUIREMENTS (CONNECTICUT)

Where required by Connecticut law, Clients must hold all applicable **general contractor, home improvement contractor, or trade licenses**, and comply with bonding, permitting, and regulatory obligations.

The Agency assumes **no responsibility to verify Client licensure** beyond Client representations.

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## 10. INSURANCE REQUIREMENTS

### 10.1 Contractor Insurance

Prior to submission to any Client, the Contractor must provide:

- **General Liability Insurance**, and/or
- **Workers' Compensation Insurance**, if required by law

Coverage must remain active during any engagement.

### 10.2 Certificates of Insurance

Certificates must be current and issued in the Contractor's name. Failure to maintain coverage may result in immediate suspension.

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## 11. TAX DOCUMENTATION – 1099 ONLY

### 11.1 W-9 Requirement

**All Contractors and all Clients** must provide the Agency with a **fully executed IRS Form W-9** prior to any engagement or payment.

### 11.2 1099 Reporting

The Agency operates **exclusively as a 1099 staffing service**. Contractors shall receive **IRS Form 1099-NEC**, as applicable.

The Contractor is solely responsible for all taxes, insurance premiums, licensing fees, and business expenses. No withholdings shall be made by the Agency.

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## 12. FEES AND PAYMENT

### 12.1 Client Fees

The Agency charges fees **only to Clients** for staffing and referral services.

### 12.2 Contractor Compensation

Contractors are paid at the accepted hourly or per-job rate, subject to Client approval and receipt of Client payment, unless otherwise agreed in writing.

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## 13. NO GENERAL CONTRACTOR ROLE

The Agency is **not a general contractor** and does not assume responsibility for project completion, workmanship, jobsite safety, or regulatory compliance.

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## 14. COMPLIANCE WITH LAW

The Contractor represents that they will maintain all required licenses, comply with applicable laws and safety regulations, and perform services professionally and lawfully.

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## 15. INDEMNIFICATION

The Contractor agrees to **indemnify, defend, and hold harmless** the Agency from all claims, liabilities, penalties, or expenses arising from:

- Misclassification claims
  - Failure to maintain insurance or licensing
  - Jobsite injuries or property damage
  - Tax or wage disputes
  - Contractor-Client disputes
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## 16. INDEPENDENT LEGAL AND TAX ADVICE

The Contractor acknowledges that they have had the opportunity to seek **independent legal, tax, and accounting advice**, understand independent contractor classification, and enter this Agreement knowingly.

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## 17. TERM AND TERMINATION

This Agreement remains in effect until terminated by either Party upon written notice. The Agency may immediately suspend participation for non-compliance or risk exposure.

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## 18. GOVERNING LAW

This Agreement shall be governed by the **laws of the State of Connecticut**, without regard to conflict-of-law principles.

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## 19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and may be amended only in writing signed by both Parties.

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**20. SIGNATURES**

**AGENCY:**

Connecticut Trade Labor Services LLC

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

Name & Title: \_\_\_\_\_

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

**CONTRACTOR:**

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

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

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