

## WORKER AGREEMENT

This Agreement is made by and between Luke Casillas LLC, d/b/a Dents & Dings (“Company”), with a principal place of business in San Antonio, Texas, and the undersigned sub-contractor or employee (“Worker”), effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, Company is in the business of providing, through employees and through independent contractors, paintless dent repair services to customers; and

WHEREAS, Worker desires to perform paintless dent repairs services for pay under the auspices of Company:

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which hereby acknowledged, the undersigned parties hereby agree as follows:

### I. WORKER STATUS

Worker status is that of:

- INDEPENDENT CONTRACTOR; or  
 EMPLOYEE.

If Worker is an employee, his employment status is “at-will.” If worker is an independent contractor, Company shall not have any control over the details of the performance of the work by Worker. Worker agrees to sign and deliver to Company such additional documentation as Company may reasonably propose to further document Worker’s employee or independent contractor status, as appropriate.

### II. SERVICES

Worker agrees to perform paintless dent repair services pursuant to this Agreement for Company. Worker agrees to comply with the Dents & Dings Rules and Practices set forth as Exhibit “A” hereto.

### III. COMPENSATION

Worker shall be paid seventy percent (70% ) of Company’s collections from its customers for each vehicle repaired by Worker for that customer. If more than one worker performs work on a vehicle, Company will prorate compensation between such workers in good faith to roughly reflect the proportion of the work that each performs, and such allocation shall be conclusive absent bad faith or manifest injustice.

### IV. DISCLOSURE OF CUSTOMERS

Company agrees to disclose to Worker the identity of Company customers desiring paintless dent repair services who have agreed to obtain such services from Company. Worker acknowledges that this is very valuable information in the paintless dent repair business, in which

incremental business opportunities tend to be based upon customer's inventory and potential customers of such business damaged by hailstorms and other means. Worker also acknowledges that such customers initially prefer to contract with a Company offering more resources than a single paintless dent repair technician and by any offer and benefits Company had to offer from other competition.

V. NON-COMPETE

Worker promises that he shall not contract directly with or serve as subcontractor or employee to another legal person to perform paintless dent repair services for any customer of Company for a period of eighteen (18) months following completion of Company's most recent delivery of services to such customer of Company, whether or not Worker has himself performed services for that customer. Worker acknowledges that the foregoing limitation is reasonable and appropriate.

VI. NO BENEFITS

The Company offers no employee benefits at this time. If the Company chooses to offer employee benefits to Worker in the future, the provision of same does not guarantee their continuance and Company reserves the right to withdraw any benefits offered in the future, at its discretion.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

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

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

Worker's Signature: \_\_\_\_\_

Manager's Signature: \_\_\_\_\_

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

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

## EXHIBIT A TO WORKER AGREEMENT

### **Luke Casillas LLC, DBA Dents & Dings, Rules and Practices #7218**

Worker agrees to the following Luke Casillas LLC, DBA Dents & Dings, Rules and Practices, including, but not limited to, the following: quality of repair(s), conduct, time and hours, work performed, appearance and thievery.

#### Quality of Repairs.

1. Repairs are to be done to 100% repair unless authorized by a customer representative.
2. Drilling holes is not allowed on any vehicle(s) repaired for insurance companies with which we have agreement(s) not to drill holes; this includes and is not limited to State Farm and USAA.
3. If holes are allowed to be drilled for access, or significant scratches through the e-coat are made, they are to be rust protected by using an approved method such as touch-up paint, filling hole(s) then using touch-up paint, protective wax, and undercoating.
4. Any part(s) broken or damaged must be either repaired using permanent methods (hot glue is not permanent) or replaced with a new part.

IF THERE ARE ANY COMEBACKS FOR BAD REPAIR AND/OR BROKEN PARTS CAUSED BY TECHNICIAN REPAIR(S). TECHNICIAN(S) WILL BE BILLED OR PAY DEDUCTED FOR THE REPAIRS NEEDED AND ANY ADDITIONAL COST OR ALLOWANCES FOR THE INCONVENIENCE OF CUSTOMER(S) IN QUESTION.

#### Conduct

1. No use of bad or offensive language around customer(s).
2. Respect and care of customer(s) vehicle(s), property, and personal information.

#### Time and Hours Worked

1. Work will be performed within the normal business hours of the location where the work is being performed.
2. Depending upon work load, extra hours either before or after normal business hours will be required to keep up with repairs at location(s) working.
3. Work on weekends may also be required.

#### Appearance

1. Clothing should be appropriate for the requirements of the job.
2. No sleeveless shirts are allowed during normal working hours.
3. Anyone dealing with customers directly needs to have a Dents & Dings shirt of some kind, but if not available, then wear a collared shirt.

#### Thievery or Damages

1. Theft of property from customer(s) is prohibited.
2. Attempt or action of: stealing of account(s) or property, damaging reputation, damaging property or performing work other than for Dents & Dings at or for account(s) of Dents & Dings, directly or indirectly, from time working and thereafter, is not tolerated and employee/subcontractor will be billed for amount(s) Dents & Dings was due for such repairs or damages incurred.

Any noncompliance of these rules will not be acceptable and will cause termination of your relationship with Luke Casillas LLC, DBA Dents & Dings. Worker understands that he will be paid as accounts receivable from customers are paid. Worker will not be paid on any vehicle that does not have an invoice billed to vehicle and Worker will not be paid on an invoice without the proper information needed for proper billing. (This includes the VIN#, RO#, PO# and customer's name.)

IN EVENT OF DAMAGES TO DENTS & DINGS OR ITS CUSTOMER(S), WORKER WILL BE SUED FOR DAMAGES AND ANY ADDITIONAL LAWYER AND COURT COSTS AND FEES ASSOCIATED WITH THE LAWSUIT IN QUESTION WILL BE ADDED.

Notes: \_\_\_\_\_