

INDEPENDENT CONTRACTOR APPLICATION AND AGREEMENT

This form must be signed by the independent contractor, approved by CMH Homes, Inc., an indirect, subsidiary of Clayton Homes, Inc. (hereafter "CMH"), in addition to its respective directors, officers, employees, subsidiaries, agents, affiliates, successors and/or assigns, through its authorized General Managers, Regional Vice Presidents, Vice Presidents or Presidents and on file with the accounts payable department of CMH before any disbursement will be made for any services performed by the independent contractor.

CMH, as required by law, will provide in January a Form 1099-NEC to each contractor and the Internal Revenue Service reflecting all payments made during the previous year. To comply with this requirement, CMH must receive the proper tax number from the independent contractor.

Business Name	Individual Name	Date Business Started
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Business Address	City	State	Zip	Phone
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Home Address	City	State	Zip	Phone
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Type of Business: Sole Proprietor, Corporation, Partnership, LLC	Federal ID/Social Security Number
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Liability Insurance / Policy No.	City	State	Zip	Phone
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Worker' Comp. / Policy No.	City	State	Zip	Phone
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Business Reference / Contact	City	State	Zip	Phone
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Work to be performed or services to be provided to CMH:
Relatives and/or significant others that work for CMH:
Payment method for work or services to be provided:
Make checks payable to:

AGREEMENT ON PAGE 2 NOT VALID UNLESS SIGNED AND DATED BY ALL PARTIES

DISTRIBUTION

One (1) Copy w/ listed supporting documents - Accounts Payable; One (1) Copy – Independent Contractor; One (1) Copy – Operating Location

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Checklist of Documents Needed to Complete this Application and Agreement (please attach to application):

- Copy of Independent Contractor's Driver's License, Passport, Picture ID of corporate officer
- Proof of General Liability Insurance, including certificates of insurance, copy of insurance policy and copy of bonds, where applicable. Proof of insurance to be updated and provided annually.

This agreement is made and entered into by and between the above designated authorized indirect or remote subsidiary of Clayton Homes, Inc. (hereinafter "CMH") and the independent contractor named on this application attached hereto (hereinafter referred to as "Contractor"). CMH will pay for services performed by Contractor provided the Contractor strictly adheres to the terms and conditions agreed upon as follows:

1. It is acknowledged and agreed between the parties that Contractor is an independent contractor and not an employee of CMH. Contractor shall be responsible for (i) the manner and method of the services performed; (ii) the provision of all tools, materials and equipment necessary to perform the services, unless otherwise agreed to in writing; and (iii) the provision of general liability and worker's compensation insurance for Contractor.
2. Contractor represents to CMH that Contractor is fully licensed where required by law to perform the agreed services.
3. Contractor will invoice CMH for all service performed within ten days after the service is performed. Invoices dated more than 30 days from the date the service is performed are void by agreement between the parties.
4. Contractor agrees not to perform work without appropriate pre-approval authorizing the work. Any dispute that may arise between Contractor and CMH must be reported to the main office of CMH at 5000 Clayton Road, Maryville, TN 37804, phone (865) 360-3000 (Retail Accounts Payable), within 30 days from the date Contractor becomes aware of the disagreement.
5. Contractor agrees that CMH can give written notice to terminate this agreement at any time and CMH is released from any further obligation to Contractor from the date of termination.
6. Contractor agrees to indemnify, defend with counsel acceptable to CMH, protect, save and hold harmless CMH against any and all losses (as defined in this section) incurred by or asserted against CMH arising out of, related to, caused by or resulting from (1) any alleged defect in material or workmanship in any service, commodity or product, or constituent part thereof, furnished by Contractor for any purpose; (2) the breach of any material provision of this Agreement; (3) the violation of any applicable law by Contractor; (4) the violation of any applicable standard of care governing Contractor; (5) any and all losses incurred by CMH in connection with or as a consequence of professional services offered or supplied by Contractor; and (6) any losses (as defined herein) incurred by CMH in connection with or as a consequence of any claim or cause of action threatened, based on any alleged defect in material or workmanship in any service, commodity or product, or constituent part thereof, furnished by Contractor for any purpose, made or instituted against CMH, including administrative actions urged by any applicable governmental entity. For purposes of this section, the term "losses" shall mean any threatened or incurred payments, losses, demands, liabilities, obligations, damages (including, without limitation, claims, suits, and damages for personal injury, property damage, and consequential, incidental and special damages), deficiencies, liens, claims, suits, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, expenses and court costs) of any kind, nature or description arising out of or related to the defective service, commodity, product, or constituent part thereof supplied by Contractor. Notwithstanding any provision of this agreement and any otherwise applicable statute of limitation, rule of repose, and any other law governing the accrual or expiration of any claim, Contractor's promises set forth in this herein shall survive for so long as CMH has any liability from any source, including, but not limited to, home purchasers and all governmental agencies.
7. Contractor understands and agrees that CMH may enter into binding arbitration agreements with home purchasers. To the fullest extent permitted by law, Contractor wishes to be subject to all such arbitration agreements. Accordingly, CMH and Contractor agree that Contractor shall be an intended third-party beneficiary of all arbitration agreements entered into among CMH (including all direct and remote subsidiaries of Clayton Homes, Inc., CMH Capital, Inc. and CMH Services, Inc.) and home purchasers, and any disputes between CMH and Contractor will be resolved through binding arbitration through the American Arbitration Association (AAA) in accordance with AAA's Commercial Arbitration Rules in effect at the time of the work performed at issue.
8. Contractor agrees to comply with all laws applicable to its work, including laws concerning the amount and nature of insurance coverage and bonds required by any State Administrative Agency.
9. This agreement shall become effective and binding only upon being fully executed by all parties hereto, and shall constitute the entire agreement of the parties. Unless otherwise authorized, General Managers, Regional Vice Presidents, Vice Presidents and Presidents of CMH are the only employees of CMH authorized to execute this agreement.
10. Contractor shall maintain the following insurance and provide satisfactory evidence of same, through a certificate of insurance, to CMH: (a) Broad Form Comprehensive General Liability and Automobile Liability Coverage with limits not less than \$1,000,000 per occurrence for bodily injury or property damage, which names CMH and its subsidiaries as additional insureds with respect to any and all claims; and (b) statutory workers' compensation coverage.

_____ Independent Contractor (Print Name)	_____ Independent Contractor (Signature)	_____ Date (mo. / day / yr.)
_____ Prepared by CMH Rep. (Print Name)	_____ CMH Representative (Signature)	_____ Date (mo. / day / yr.)
_____ Approved by: NAME/TITLE (Print)	_____ CMH Authorized Signature	_____ Date (mo. / day / yr.)

APPLICATION MUST BE COMPLETED FOR THIS AGREEMENT TO BE VALID