

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into on **DATE** by and between **Your Firm Name Here.**, an Iowa Corporation, hereinafter referred to as “**Your Name**” and **APPLICANT NAME** referred to as “INDEPENDENT CONTRACTOR.”

RECITALS

WHEREAS, YOUR NAME is in the business of providing, estimating, scoping and insurance adjusting services to various insurance companies throughout the United States of America; and

WHEREAS, INDEPENDENT CONTRACTOR is engaged in his own separate business of offering scoping, estimating and/or insurance adjusting services to insurance companies desiring those services; and

WHEREAS, YOUR NAME desires to retain INDEPENDENT CONTRACTOR’S services to scope, estimate and/or insurance adjust, and INDEPENDENT CONTRACTOR desires to render such services to and for the benefit of YOUR NAME, all as set forth hereinafter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, the parties hereto agree as follows:

1. **Appointment.** YOUR NAME hereby appoints INDEPENDENT CONTRACTOR as one of its independent contractors to render insurance adjusting services, estimating and/or scoping services to customers of YOUR NAME as may be requested from time to time hereunder.
2. **Acceptance of Appointment.** INDEPENDENT CONTRACTOR hereby accepts his appointment as an independent contractor, and agrees to use his best efforts and act in the utmost good faith while performing insurance adjusting, estimating and/or scoping services for YOUR NAME’s insurance company customers, including the proper preparation of reports, estimates, and similar documents that are normally required by the insurance company and/or YOUR NAME. During the period of the agreement, the INDEPENDENT CONTRACTOR will be available to work any and all catastrophes in the United States of America requested by YOUR NAME.
3. **Compensation.** YOUR NAME will directly invoice their customers for services rendered at the rates specified by YOUR NAME for each customer. YOUR NAME’s insurance company customer shall make payment directly to YOUR NAME. Upon creation of the invoice to the insurance company customer, YOUR NAME shall pay INDEPENDENT CONTRACTOR **Compensation Percentage** of the payment for INDEPENDENT CONTRACTOR’s services hereunder and retain the balance for YOUR NAME’s administrative services. All 3rd Party expenses will be paid at a rate of 100% for approved and reimbursed expenses. This excludes mileage which is not defined as a 3rd party expense.
4. **Devotion of Time.** INDEPENDENT CONTRACTOR shall devote a substantial portion of his working time to all open assignments for the benefit of YOUR NAME in carrying out the performance of his duties as set forth herein. However, YOUR NAME acknowledges that INDEPENDENT CONTRACTOR has his own business for which he will be required to devote time, energy and effort.
5. **Independent Contractor Status.**
 - a) The parties expressly acknowledge, understand and agree that the relationship between HAUSCH AND COMPANY and INDEPENDENT CONTRACTOR is one of hirer/principal and independent contractor and that INDEPENDENT CONTRACTOR is also engaged in his own business. INDEPENDENT CONTRACTOR expressly acknowledges that he is not an employee of YOUR NAME or any of the insurance company customers of YOUR NAME and that his status as

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an independent contractor of YOUR NAME cannot be changed to that of employee by course of conduct or dealing between the parties, by custom or practice in the industry, by operation of law, or by any verbal statements or representations by INDEPENDENT CONTRACTOR or any representative of YOUR NAME. For the avoidance of doubt, the status of the INDEPENDENT CONTRACTOR as an independent contractor may only be changed by a further express written agreement between INDEPENDENT CONTRACTOR and YOUR NAME expressly stating that the status of INDEPENDENT CONTRACTOR is changed.

- b) YOUR NAME is interested only in the final result to be obtained by INDEPENDENT CONTRACTOR, and shall not be managing, supervising, controlling or directing INDEPENDENT CONTRACTOR in the means and details of his performance of his scoping, estimating and insurance adjusting duties.
 - c) INDEPENDENT CONTRACTOR is not eligible for, and shall not participate in, any pension, stock option or other fringe benefit plan of YOUR NAME.
 - d) YOUR NAME shall pay INDEPENDENT CONTRACTOR as set forth in paragraph 3 above. YOUR NAME shall not deduct income taxes, Federal Insurance Contributions Act (“FICA”) taxes, Medicare taxes, or any similar or equivalent state or local taxes, or any other deductions of any kind from the payments made to INDEPENDENT CONTRACTOR. Following the end of each calendar year, HAUSCH AND COMPANY shall file with the IRS and the applicable state tax authority, (if any), and provide copies to INDEPENDENT CONTRACTOR, a Form 1099 setting forth the total amounts paid to INDEPENDENT CONTRACTOR during the calendar year. INDEPENDENT CONTRACTOR shall be responsible for the payment of all federal, state and local taxes on the amounts paid to INDEPENDENT CONTRACTOR hereunder, including, but not limited to income taxes, self-employment taxes, Medicare taxes and employment taxes (if applicable), etc., and represents and warrants that he shall comply with all federal, state and local income tax laws regarding same. INDEPENDENT CONTRACTOR shall indemnify, defend and hold harmless YOUR NAME and the insurance company customers of YOUR NAME from and against any and all liabilities for the payment of any and all taxes on or payable by reason of the amounts paid by YOUR NAME to INDEPENDENT CONTRACTOR hereunder if demand is made upon YOUR NAME or its insurance company customers for the payment of any such taxes.
 - e) INDEPENDENT CONTRACTOR shall determine the time, place and number of hours he will work in order to perform the required scoping, estimating and/or adjusting services.
 - f) It is the INDEPENDENT CONTRACTOR’s obligation to obtain, furnish and use at his own expense, all tools, instruments, electronics, equipment, computer hardware and software, estimating programs, fax machines, telephones, communication devices, secretarial staff, lodging and/or office space, transportation, meals, and/or any other things necessary for the INDEPENDENT CONTRACTOR to perform the scoping, estimating, and/or adjusting services and furnish acceptable estimates and/or reports to the insurance company customers of YOUR NAME.
 - g) It is necessary that the INDEPENDENT CONTRACTOR have a valid license in his home state unless that particular state does not require such. In the event the particular state in which the catastrophe occurs requires that the INDEPENDENT CONTRACTOR obtain a license from the state to perform the job services, it is the obligation of the INDEPENDENT CONTRACTOR to obtain such license at his own expense. INDEPENDENT CONTRACTOR shall furnish YOUR NAME with a copy of all required licenses.
6. **Term.** Term of this agreement shall be for one (1) year, commencing on the date first above written. The agreement shall be automatically renewed for successive one (1) year terms unless notice of intent not to renew is provided in accordance with paragraph 8 below.

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7. **Restrictions on the Use of Trade Secrets and Confidential Information**. During the term of this agreement, INDEPENDENT CONTRACTOR may have access to and become acquainted with various trade secrets and confidential information of YOUR NAME, including, but not limited to, business client lists and contracts, contract terms, work methods, etc. All such trade secrets and confidential information shall remain the exclusive property of YOUR NAME. INDEPENDENT CONTRACTOR promises and agrees that he shall not use for himself or for others, or divulge or disclose to any other person or entity, either directly or indirectly, either during the term of this agreement or at any time thereafter, for his own benefit or for the benefit of any other person or entity or for any reason whatsoever, any of the trade secrets or confidential information described herein which he may conceive, develop, obtain or learn about during or as a result of performing his duties hereunder, unless specifically authorized to do in writing by YOUR NAME.
8. **Termination**.
 - a) Either party may terminate this agreement by giving to the other party thirty (30) days written notice of termination. Notwithstanding the foregoing, in the event that INDEPENDENT CONTRACTOR's license is revoked, terminated, suspended, or otherwise made ineffective, this agreement shall automatically terminate.
 - b) Immediately following the termination of this agreement, INDEPENDENT CONTRACTOR shall render a final report on all matters then outstanding, together with final statements for services rendered and expenses incurred in connection with this agreement.
9. **Indemnification**. INDEPENDENT CONTRACTOR hereby agrees to forever defend, indemnify and hold harmless YOUR NAME and its insurance company customers, and their respective officers, directors, members, stockholders, partners, brokers, salespersons, employees, attorneys, successors, representatives and assignees, from and against all claims, debts, losses, liabilities, demands, obligations, costs, expenses, actions and causes of action, judgments for damages, alleged claims and litigation, resulting directly or indirectly from the INDEPENDENT CONTRACTORS' or INDEPENDENT CONTRACTOR's agents or employees acts or omissions in the performance of services pursuant to this agreement. This indemnification agreement shall include, without limitation, actual attorney fees incurred and court costs, as well as all other damages hereinafter described.
10. **Waiver**. The failure of either party to enforce at any time any of the provisions of this agreement or any rights in respect thereto or to exercise any election herein provided shall in no way be considered a waiver of such provisions, rights or elections.
11. **Remedies Not Exclusive**. The right and remedies of each party under this agreement are not exclusive but shall be in addition to all of the rights and remedies to which the party is entitled against the other party, except as specifically limited herein.
12. **Gender**. In this agreement, the masculine, feminine, or neuter of any word shall include any of the others, and the singular or plural of any word shall include the other whenever necessary to give this agreement meaning and clarity.
13. **Binding Arbitration**. IF ANY DISPUTE BETWEEN THE PARTIES ARISES OUT OF, OR IS RELATED TO THIS AGREEMENT, OR IF EITHER PARTY DESIRES TO ENJOIN ANY THREATENED BREACH, OR APPLY FOR A DECLARATION OF SUCH PARTY'S RIGHTS AND DUTIES HEREUNDER, OR IN THE EVENT OF ANY OTHER DISAGREEMENT OF ANY NATURE, TYPE OR DESCRIPTION BETWEEN THE PARTIES, REGARDLESS OF THE FACTS OR THE LEGAL THEORIES WHICH MAY BE INVOLVED, SUCH DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE

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AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME THE ARBITRATION IS INITIATED.

THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECEIVE AS PART OF THE JUDGMENT RENDERED THEREIN ALL COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES INCURRED THEREIN.

EACH PARTY EXPRESSLY WAIVES THE RIGHT TO A COURT TRIAL BY JUDGE OR JURY IN ANY JURISDICTION.

14. **Entire Agreement.** YOUR NAME desires to do business with INDEPENDENT CONTRACTOR only on the terms and conditions set forth in this written agreement and on no other terms. This written agreement revokes, cancels, and supersedes any and all other agreements between YOUR NAME and INDEPENDENT CONTRACTOR, and constitutes the sole and entire agreement between them. No prior, contemporaneous, or simultaneous agreements, promises, representations, inducements, or statements, oral or written, which are not set forth herein shall be of any force or effect, nor shall they affect the legal or contractual relationships between the parties.
15. **Amendments.** No amendment changing or altering existing terms, or adding terms to or deleting terms from, this written agreement shall be valid or binding on YOUR NAME or INDEPENDENT CONTRACTOR unless such amendment is in writing and executed by both YOUR NAME and INDEPENDENT CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and effective as of the date first above written.

HAUSCH & COMPANY, INC.

By: _____
(IA Company Signature)

“INDEPENDENT CONTRACTOR”

(Independent Contractor Signature)

(Independent Contractor Social Security or Federal Tax ID Number)

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