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**INDEPENDENT CONTRACTOR AGREEMENT**

**This Independent Contractor Agreement is entered into as of this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Mile High Adjusters, LLC (Company) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Independent Insurance Adjuster (Contractor).**

**Independent Contractor:**

Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such agreement. The Contractor agrees to perform all services in an ethical and competent manner. The Contractor is not to be considered an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to Contractor’s compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. NOTE: As an independent contractor, you are responsible for obtaining and maintaining your own health insurance and/or worker’s compensation insurance and/or any other applicable benefits typical of an independent contractor. By signing this agreement, you are acknowledging that you are an independent contractor and are not eligible for any benefits through Mile High Adjusters, LLC.

**Duties:**

The Contractor’s duties include, but are not limited to: knowledge about the various aspects of independent insurance claims adjusting, capable of rendering advice concerning all aspects of said business, ability to operate computer terminal/PC equipment, inspect property claims (which could include obtaining measurements of roofs, living areas, attics, basements, crawl spaces, and other claim locations as applicable and the ability to use/operate the applicable equipment), and properly submit independent insurance claims adjuster report(s).

Mile High Adjusters, LLC does not control the means and methods by which you perform your work, however, you are expected to comply with the terms and conditions imposed by the various insurers that have retained Mile High Adjusters, LLC and you are expected to comply with any applicable insurance, local, state, and/or federal laws.

**Terms:**

This Agreement shall commence upon execution of this Agreement and shall continue in full force and effect until the Company or the Contractor gives thirty (30) days written notice of termination of this agreement.

The Company agrees to pay on the first (1st) or the fifteenth (15th) of each month, determined by the successful completion and closure date of the claim. Payment will only be made if you have complied with the various applicable deadlines, legal requirements, and client(s) requirements.

**Compensation:**

Mile High Adjuster, LLC works with several Insurance carriers nationwide. Each company has a different fee schedule or hourly rate. When you are issued a claim form Mile High Adjusters, LLC, you will be given the fee schedule, or hourly rate for that specific claim. An example of Mile High Adjusters, LLC fee sheet is available on our website.

**Conditions:**

Contractor agrees not to, directly or indirectly, loan, use, disseminate, sell, give, or otherwise reveal or release any Company information to any person except with the express written permission of an officer of the Company.

Any revision of this agreement shall be ineffective unless made in writing and signed by an officer of the Company.

**DECLARATION OF INDEPENDENT CONTRACTOR STATUS FORM**

**We certify UNDER PENALTY OF PERJURY that (name or trade name):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Performing (type of work):** Independent Claims Adjuster **Email address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Social Security or Federal Employer Identification Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone #: \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is an independent contractor (IC) and is not an employee of the following policyholder (PH) Mile High Adjusters, LLC

**Address**: 4704 Harlan St Suite 680 Denver, CO 80212 **Phone:** (720) 389-5616

We also certify, by OUR initials WHERE APPLICABLE, that the above business for which the above individual performs services meet the following criteria:

IC \_\_\_\_\_ PH MHA 1. The business DOES NOT require the individual to work ONLY for the business for whom services are performed (except that the individual may DECIDE to work only for the business for a definite period);

IC \_\_\_\_\_ PH MHA 2. The business DOES NOT establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);

IC \_\_\_\_\_ PH MHA 3. The business DOES NOT pay the individual a salary or an hourly rate instead of a fixed or contract rate:

IC \_\_\_\_\_ PH MHA 4. The business DOES NOT terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;

IC \_\_\_\_\_ PH MHA 5. The business DOES NOT provide more than minimal training for the individual;

IC \_\_\_\_\_ PH MHA 6. The business DOES NOT provide tools or benefits to the individual;

IC \_\_\_\_\_ PH MHA 7. The business DOES NOT dictate the time of performance (except that a completion schedule work hours may be established);

IC \_\_\_\_\_ PH MHA 8. The business DOES NOT combine the business operations in any way with the individual’s business operations instead of maintaining all such operations separately and distinctly.

**CERTIFICATION BY INDEPENDENT CONTRACTOR**

**THE INDEPENDENT CONTRACTOR UNDERSTANDS THAT HE/SHE;**

* **WILL NOT BE ENTITLED TO ANY WORKERS COMPENSATION BENEFITS IN THE EVENT OF INJURY.**
* **IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES FOR THE BUSINESS**
* **IS REQUIRED TO PROVIDE WORKERS COMPENDATION INSURANCE FOR ALL WORKERS THAT HE/SHE HIRES.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Acceptance of the Independent Contractor named on this form does not change any party’s responsibility under the Workers Compensation Act. If individuals or organizations that are contracted by Mile High Adjusters, LLC, do not send us a valid Workers Compensation Certificate of Insurance, the policyholder specified on this form will be charged premium for coverage of those individuals, so therefore we will charge you a $5.00 admin fee to cover those expenses.**

**CERTIFICATION BY BUSINESS**

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status the proper premium can be assessed.

Virgie Popejoy Senior Office Manager

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**Signature Title Date**