

SOLE PROPRIETOR, INDEPENDENT CONTRACTOR WORKERS' COMPENSATION INDEMNITY AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is dated ___ day of _____, 20___, and is by and between _____ (hereinafter referred to as the "Association") and _____ (hereinafter referred to as the "Contractor") whose principal office is located at: _____ (collectively referred to as the "Parties").

1. RECITALS

1.1 Contractor is an independent contractor performing work when requested by Association.

1.2 Contractor is a sole proprietor who has elected under C.R.S. Section 8-41-401(3) not to obtain workers' compensation insurance.

1.3 Association requires all Contractors performing work on properties owned or managed by Association to have workers' compensation insurance and Contractor has requested a waiver of this requirement.

1.4 Contractor is in the independent business/profession of _____ and will perform the work when requested by the Association.

1.5 In consideration of the premises contained herein, the Parties agree as follows:

2. The Parties acknowledge and confirm it is their explicit intention to form an independent contractor relationship and not that of an employer-employee.

3. The Association understands and the Contractor hereby affirms that it is regularly engaged in the independent business/profession of _____, and that Contractor provides these services to other parties and is otherwise an independent contractor for all purposes relative to this Agreement.

3.1 The Association has no right to control the Contractor generally or as to the details of performance hereunder. The Contractor is responsible in all respects for any persons utilized by the Contractor. Nevertheless, the Contractor shall keep the Association reasonably informed of the status of the work in progress and shall coordinate with a designated representative of the Association to assure that the project and/or services properly integrate rather than interfere with the Association's operations. This coordination is intended to provide reasonable communication and should not be implied to constitute exercise of control over the Contractor by the Association.

3.2 The Association does not require the Contractor to work exclusively for the Association. However, the Contractor may choose to work exclusively for the Association from _____ to _____.

3.3 The Association does not pay the Contractor a salary or hourly rate but a contract rate.

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3.4 This Agreement shall not be construed to establish a quality standard for the Contractor. The Parties agree that the Association may provide plans and specifications regarding the work to be performed by the Contractor but will not oversee the actual work or instruct the Contractor as to how the work will be performed.

3.5 The Association will not terminate the work of the Contractor during the period of the contract period unless the Contractor violates the terms of the Contract or fails to produce a result that meets the specifications of the contract.

3.6 The Association will not provide more than minimal training for the Contractor.

3.7 The Association will not provide tools or benefits to the Contractor.

3.8 The Association will not pay the contractor personally, but instead will make payments to the trade or business name of the Contractor. The Parties agree that payment shall be made only after satisfactory performance and/or submission by the Contractor of a satisfactory invoice, report, or other documentation requested by the Association.

3.9 The Association will not dictate the time of performance, except that the Parties agree to the following completion schedule and range of work hours:

3.10 The Association does not combine its business operations in any way with the business operations of the Contractor.

3.11 The Contractor is responsible for all Contractors' overhead costs, including the utilization of additional help or workers.

3.12 The Contractor represents and warrants to the Association that it has no employees itself and, that if in the future it ever has employees, the Contractor will immediately obtain workers' compensation insurance and provides the Association with proof of workers' compensation coverage.

3.13 The Contractor agrees to indemnify and hold the Association harmless from all claims, demands, and suits for injuries suffered by the Contractor and/or Contractor's officers, agents, employees, sub-contractors, or by any employee of a sub-contractor of the Contractor while working for the Association or on a property owned or managed by the Association.

3.14 If, notwithstanding the foregoing, the Association is charged additional worker's compensation premiums by its insurer based upon the compensation paid the contractor, the Contractor agrees to immediately pay the Association the amount of such additional premiums.

3.15 A party shall not assign its rights and/or obligations under this Agreement without the prior written consent of the other party.

4. This Agreement and all documents executed and delivered hereunder shall be governed under the laws of the State of California.



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DISCLOSURE

CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS UNLESS SUCH COMPENSATION COVERAGE IS PROVIDED BY THE CONTRACTOR OR SOME ENTITY OTHER THAN THE ASSOCIATION, AND THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

_____ ASSOCIATION

By: _____

Contractor Signature

Contractor Name (Please Print)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ as _____ of _____ Association, and by _____, the Contractor.

My Commission Expires: _____

[SEAL]

Notary Public