



**INDEPENDENT CONTRACTOR  
AGREEMENT**

This Independent Contractor Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Olympia Claim Service, Inc. and any other interests of Olympia Claim Service, Inc., a Florida Corporation, hereinafter referred to as "OCS" and \_\_\_\_\_ hereinafter referred to as "Independent Contractor (IC)".

Be it known, OCS is in the business of providing estimating, appraising and insurance adjusting services on a short-term or temporary basis to various insurance carriers and/or TPA firms; and the IC is engaged in their own separate business of offering appraising, estimating and/or insurance adjustment services to companies desiring those services; and OCS desires to retain IC's services as an estimator and/or insurance appraiser, and IC desires to provide such services to and for the benefit of OCS all as set forth hereinafter.

**AGREEMENT**

In consideration of the mutual covenants described below, the parties hereto agree as follows:

1. **Dedication of Time.** IC shall agree to dedicate an appropriate portion of their time working for the benefit of OCS in carrying out the performance of their duties as set forth in this agreement. However, OCS acknowledges that IC has their own business and therefore cannot dedicate 100% of their time in service for OCS.

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2. **Compensation - Declared Catastrophe Events.** Independent Contractor shall invoice OCS at the rate stipulated by each OCS customer/client on Service Invoice supplied by OCS. The insurance carrier and/or TPA firm shall make payment to OCS. Upon receipt of payment from the insurance carrier or TPA firm, OCS shall pay IC for their services at a rate of sixty five percent (65%) less applicable OCS Administrative Fees. The balance of payment shall be retained by OCS. If the assignment is at a specified daily rate, that rate shall be as agreed between OCS and IC.

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3. **Compensation – Daily Claims.** Independent Contractor shall invoice OCS at the rate stipulated by each OCS customer/client on Service Invoice supplied by OCS. The

insurance carrier and/or TPA firm shall make payment to OCS. Upon receipt of payment from the insurance carrier or TPA firm, OCS shall pay IC for their services at a rate of sixty percent (60%) less applicable OCS Administrative Fees. The balance of payment shall be retained by OCS. If the assignment is at a specified daily rate, that rate shall be as agreed between OCS and IC.

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4. **Compensation – Time & Expense Claims.** Independent Contractor shall invoice OCS at the rate stipulated by each OCS customer/client on T&E Service Invoices supplied by OCS. The insurance carrier and/or TPA firm shall make a payment to OCS. Upon receipt of payment from the insurance carrier or TPA firm shall make payment to OCS. Upon receipt of payment from the insurance carrier or TPA firm, OCS shall pay IC for their services at a rate of a sixty percent (60%) of that payment less OCS Administrative Fee if such is calculated on the Service Invoice. The balance of payment shall be retained by OCS. If the assignment is at a specified daily rate, that rate shall be as agreed between OCS and IC. Any billable expenses must be pre-approved by either OCS or the carrier the compensation rate shall be the rate as published by the OCS client.

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5. **Software Fees.** As each IC is responsible for the estimating software used and software requirements may be different depending on the Client, each IC will be responsible for payment for any software upgrade fees, maintenance fees, storage fees, transfer fees, etc. In some situations, OCS may be invoiced on behalf of the IC by the software provider. In those situations, OCS will deduct those fees from the IC service invoice.

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6. **Background Check.** A national criminal background check may be required for IC's deployed by OCS depending on assignment. If a background check is required, the IC will be notified. OCS will incur the cost of the background check and retain the original at our office. OCS will, at the request of the IC provide a copy of the background check subsequent to the IC reimbursing OCS for the cost of the background check.

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7. **Insurance.** As each IC is a non-employee of OCS, the IC is not entitled to and there should be no expectation of insurance coverage. Each IC should secure their own insurance if they desire coverage such as Workers Compensation, Disability, Health, Professional Liability, General Liability or any other type of insurance not listed above. If requested, the IC agrees to provide OCS with copies of their insurance policies including the Workers Compensation policy or the Opt-Out form. OCS maintains their own insurance policies however this agreement is not a guarantee of coverage for the IC.

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8. **Independent Contractor Status.**

- a) All parties agree that the IC is engaged in their own business and the relationship between OCS and IC is one of mutual benefit. IC agrees that they are not an employee of OCS and that their status as an independent contractor of OCS cannot be changed to that of employee by cause or conduct.
- b) OCS shall compensate IC as set forth in the Compensation paragraphs above. OCS shall not deduct income taxes, Federal Insurance Contribution Act ("FICA") taxes, Medicare taxes or similar state and/or local taxes from payments made to IC.
- c) IC shall be responsible for the payment of all income taxes, Federal Insurance Contribution Act ("FICA") taxes, state and/or local taxes on amounts paid to IC including, but not limited to income taxes, self-employment taxes, Medicare taxes and employment taxes (if applicable) etc., and agrees that they shall comply with all federal, state and local income taxing laws.
- d) IC shall indemnify and hold harmless OCS and the insurance carriers and/or TPA firms of OCS from and against any liabilities for the payment of any and all taxes on/or payable by reason of the amounts paid by OCS to IC if demand is made upon OCS or its insurance carriers and/or TPA firms for the payment of any such taxes.
- e) IC agrees to furnish and use at their own expense, all equipment, lodging, transportation, meals and effects necessary for the IC to perform the duties of an independent insurance adjuster/appraiser.

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9. **Dispute Resolution: Non-Binding Mediation.**

- a) Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of or relating to this Agreement.
- b) If a dispute develops between the parties to this Agreement, the parties will submit to non-binding mediation to address any controversy or claim arising out of or relating to any part of this Agreement.
- c) The mediation shall be conducted by and according to the generally recognized and accepted Mediation Rules and Procedures. Mediation shall take place or be held in the State of Kansas. The parties shall be bound by the terms and conditions as set forth in the Settlement Agreement that is executed by the parties. Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.
- d) Mediation is only binding if the parties can come to an agreement. Should Non-Binding Mediation fail in whole or in part, either party may upon giving written notice within 20 days thereof, proceed to binding mediation to resolve any unresolved differences. All parties agree that no suit may be brought until the Mediation language in this Agreement has been complied with.

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10. **Agreement Period.** Terms of this Agreement shall be for one (1) year, beginning on the date noted above and ending on Dec 31<sup>st</sup> of this same year. The agreement shall be renewed annually for (1) additional year unless notice of intent to terminate this agreement provided to the other party.

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11. **Confidentiality Agreement.** During the term of this Agreement, OCS may disclose details it considers confidential and proprietary information to IC. IC agrees that the Confidential Information is to be considered proprietary to OCS and IC shall hold these details in confidence. IC further agrees not to directly or indirectly disclose to any person or entity the names, addresses or telephone numbers of Olympia Claim Service, Inc.'s clients. IC agrees to pay Olympia Claim Service, Inc., as liquidated damages upon breach of this provision, an amount equal to seventy-five (75%) percent of the commissions or related revenue owed to IC pursuant to this agreement.

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12. **Indemnification.** IC agrees to indemnify and hold harmless OCS and its insurance

carriers and or TPA firms, and their officers, directors, and representatives, against all claims resulting directly or indirectly from the IC's acts or omissions. This agreement shall include actual attorney fees and court costs, as well as all other damages.

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13. **Governing Law.** This Agreement shall be construed by and governed under laws of the State of Kansas excluding its principles of conflicts of laws and the parties hereby irrevocably agree to submit to the jurisdiction and venue of the courts of the State of Kansas to resolve any dispute arising hereunder or relating hereto.

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14. **Gender.** In this agreement, the masculine or feminine of any word shall include the other.

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15. **Disclaimer/Deployment.** Olympia Claim Service will provide the most accurate and current information that we have on claim volume and storm damage. Be aware remember that as a 1099 adjuster the decision to deploy is yours. Prior to making arrangements for travel we encourage you to assess the situation, including researching Weather and News Reports, to ensure it makes sense both financially and logistically to travel for storm claims.

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16. **Non-Disparagement Clause.** The parties of this agreement (OCS and IC) acknowledge that despite best intentions, complaints and disputes can occur. To aide in the resolution of a complaint or dispute a Non-Disparagement Clause has been added to this Agreement. For the purposes of this section "disparage" shall mean any negative statement, whether written or oral about the other party.

Olympia Claim Service, Inc., desires to resolve all complaints and disputes to the mutual satisfaction of all parties and has procedures in place for complaints and disputes to be addressed and resolved. As a part of this Agreement you affirm that you will not publicly criticize, disparage or defame Olympia Claim Service Inc., or its products, services, policies, directors, officers, shareholders, or employees, with any written or oral statement or image including, but not limited to, any statements made via websites, blogs, postings to the internet, or email. IC agrees that failure to comply with the Non-Disparagement Clause will be grounds for forfeiture of all outstanding money due the IC.

This non-disparagement clause does not limit your ability or rights to make statements to any government or law enforcement agency regarding criminal wrongdoing.

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17. **Entire Agreement.** As OCS wishes to conduct business with IC only on the terms and conditions set forth in this agreement, this agreement replaces and supersedes any other agreements between OCS and IC and defines and describes the complete agreement. Any marks, changes, edits, alterations, etc., to this document not initialized by OCS will not be honored as part of this agreement.

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By signing below, this Agreement is effective on the date described above.

***INDEPENDENT CONTRACTOR:***

Please Sign: \_\_\_\_\_