



**EMPLOYMENT AGREEMENT WITH INDEPENDENT CONTRACTOR: general form**

Contract made \_\_\_\_\_ [date], between *IAS Claim Services, LLC* of 1755 N Collins Blvd., Suite 350, Richardson, Texas, here referred to as company, and \_\_\_\_\_ [name], of \_\_\_\_\_ [address], \_\_\_\_\_ [city], \_\_\_\_\_ [state], here referred to as contractor.

RECITALS

A. Company owns and operates an Independent Insurance Claims Adjustment and claims management business at the address set forth above, and Company desires to have the following services performed at various designated locations, based on requirements of Company's clients:

- i. Property or casualty insurance adjustment services
- ii. Property inspections
- iii. Other insurance-related claim inspection, claim processing, claim management or estimation services

B. Contractor agrees to perform these services for Company under the terms and conditions set forth in this contract.

In consideration of the mutual promises set forth in this contract, it is agreed by and between Company and contractor:

SECTION ONE.

DESCRIPTION OF WORK

The work to be performed by contractor includes all services generally performed by contractor in contractor's usual line of business, including, but not limited to, the following:

- i. Property or casualty insurance adjustment services
- ii. Property inspections
- iii. Other insurance-related claim inspection, claim processing, claim management or estimation services

SECTION TWO.

PAYMENT

Company will pay contractor \_\_\_\_% of gross fees billed to Company's clients directly related to contractor's services for the work to be performed under this contract plus any pre-approved out-of-pocket expenses incurred in the normal course of business.

Company will pay contractor within three weeks of services performed by contractor that were submitted to Company, approved as acceptable by Company and billed to Company's client regardless of when such billings are received by Company from Company's client. It is hereby agreed and acknowledged that IAS Claim Services may be required by Clients to make adjustments to the service bills to Clients and that there may be non-collectible service bills from

time to time. Contractor acknowledges that these adjustments will be charged back to the Contractor if they occur.

### SECTION THREE.

#### RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-employer relationship will be created by this contract. Company is interested only in the results to be achieved and the conduct and control of the work will lie solely with contractor. Contractor is not to be considered an agent or employee of Company for any purpose, and the employees of contractor are not entitled to any of the benefits that Company provides for Company's employees. It is understood that Company does not agree to use contractor exclusively.

It is further understood that contractor is free to contract for similar services to be performed for other companies while under contract with Company.

- a) Contractor represents that Contractor is fully trained and competent to perform services in accordance with this Agreement.
- b) Contractor shall be solely responsible for all costs or expenses incurred in connection with Contractor's performance hereunder.
- c) Contractor shall provide all tools of the trade necessary for professional claims adjusting, including but not limited to photographic equipment, calculators, computers and software.
- d) Contractor shall determine its own time of performance in compliance with Section One above. However, IAS may require Contractor to keep IAS informed as to progress on claims and comply with all reasonable requests of IAS regarding documentation and information on the status of particular contractor assignments, as required by the Clients.
- e) Contractor agrees to report and pay all Federal, state or local income taxes that are imposed on the compensation paid to the Contractor pursuant to this Agreement. By providing the taxpayer identification number on the signature page of this Agreement, Contractor certifies that he or she is not a "foreign person" and is not subject to backup withholding.
- f) Contractor will comply with all Federal, state or local laws, statues, regulations and ordinances.
- g) Contractor will obtain all required licenses prior to undertaking work in any state or other jurisdiction at Contractor's expense.

### SECTION FOUR.

#### LIABILITY

The work to be performed under this contract will be performed entirely at contractor's risk, and contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

INDEMNIFICATION/ WAIVER OF SUBROGATION. CONTRACTOR HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND WAIVE SUBROGATION AGAINST IAS AND ITS CLIENTS FOR ANY AND ALL CLAIMS, DEMANDS, SUITS OR ACTIONS FOR ANY LOSS, INJURY, DAMAGE, CLAIM OR LIABILITY OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY OUT OF WORK PERFORMED BY CONTRACTOR HEREUNDER EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE COVERED BY THE INSURANCE POLICIES ENUMERATED ABOVE. THE INDEMNITY SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES AND COSTS BY IAS OR ITS CLIENTS IN ENFORCING THIS PROVISION.

SECTION FIVE.

LEGAL

- a) Texas Law. This agreement shall be governed and interpreted according to the laws of the State of Texas.
- b) Arbitration Required. The parties hereto agree that all claims for damages between them shall be decided by binding arbitration with a mutually agreeable arbitrator under the rules of the American Arbitration Association and not by judicial proceedings. Only actual economic damages may be awarded to either party. The arbitrator need not be chosen from the AAA panel. Only if the parties cannot agree upon an arbitrator shall a State District judge appoint an arbitrator. Other than injunctive relief, appointment of an arbitrator, or enforcement of the arbitrator’s award, no other proceedings may be had in court.
- c) Severability. If any provision of this agreement is determined to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.
- d) General. This Agreement may only be amended, altered or revoked by a written instrument signed by both Parties. The terms of this Agreement shall be binding upon and endure to the benefits of the Parties, their heirs, personal representatives, successors, and assigns, to the extent that any such benefits survive. The rights and duties under this Agreement may not be assigned by Contractor. This Agreement supersedes any prior written or oral agreements, understandings or negotiations of the parties concerning the subject matter of this Agreement.

SECTION SIX.

DURATION

Either party may cancel this contract on 30 days’ written notice; otherwise, the contract shall remain in force for a term of 24 months from the date of execution.

In witness whereof, the parties have executed this agreement at \_\_\_\_\_ [*designate place of execution*] the day and year first above written.

By:

By:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IAS Claim Services, LLC

Independent Contractor