

**SOLE PROPRIETOR, INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION INDEMNITY AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is dated this _____ day of _____, 20____, and is by and between **4 Seasons Management Group, LLC** as Managing Agent for _____ (Association Name) (hereinafter collectively referred to as the "Managing Agent/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 Managing Agent/Association.
- 1.2. Contractor is a sole proprietor who has elected under C.R.S. § 8-41-401(3) not to obtain workers' compensation insurance.
- 1.3. Managing Agent/Association requires all Contractors performing work on properties owned or managed by Managing Agent to have workers' compensation insurance and Contractor has requested a waiver of this requirement.
- 1.4. Contractor is in the independent business/profession of _____ (type of business: pool vendor, handyman, janitorial services, etc.) and will perform the work when requested by the Managing Agent/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 Managing Agent/Association understands and the Contractor hereby affirms that it is regularly engaged in the independent business/profession of _____, (type of business:

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pool vendor, handyman, janitorial services, etc.) 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 Managing Agent/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 Managing Agent/Association reasonably informed of the status of the work in progress and shall coordinate with a designated representative of the Managing Agent/Association to assure that the project and/or services properly integrate rather than interfere with the Managing Agent/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 Managing Agent/Association.
- 3.2. The Managing Agent/Association does not require the Contractor to work exclusively for the Managing Agent/Association.
- 3.3. The Managing Agent/Association does not pay the Contractor a salary or hourly rate but a contract rate.
- 3.4. This Agreement shall not be construed to establish a quality standard for the Contractor. The Parties agree that the Managing Agent/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 Managing Agent/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 Managing Agent/Association will not provide training for the Contractor.
- 3.7. The Managing Agent/Association will not provide tools or benefits to the Contractor.
- 3.8. The Managing Agent/Association will not pay the contractor personally, but instead will make payments to the trade or business name of the Contractor unless specifically agreed to in writing. 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 Managing Agent/Association.

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- 3.9. The Managing Agent/Association will not dictate the time of performance, except when mutually agreed in writing between the two parties.
 - 3.10. The Managing Agent/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 Contractor's overhead costs, including the utilization of additional help or workers.
 - 3.12. The Contractor represents and warrants to the Managing Agent/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 supply the Managing Agent/Association with proof of workers' compensation coverage.
 - 3.13. The Contractor agrees to indemnify and hold the Managing Agent/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 Managing Agent/Association or on a property owned or managed by the Managing Agent/Association.
 - 3.14. If, notwithstanding the foregoing, the Managing Agent/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 Managing Agent/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 Colorado.

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 MANAGING AGENT/ASSOCIATION, AND THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

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For the Sole Proprietor/Independent Contractor (Contractor):

By: _____ (signature)
_____ (printed name)
_____ (date)

For the Managing Agent and _____ Association (Managing Agent/Association):

By: _____ (signature)
_____ (printed name)

Its: Principal/Member
_____ (date)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ (month), 20____, by _____ (Contractor) and _____ (Managing Agent/Association).

[SEAL]

Notary Public

My Commission Expires: _____