



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 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.

Initial _____

2. **Compensation-Declared Catastrophe Events.** Independent Contractor shall invoice OCS at the rate stipulated by each OCS customer/client on Fee Bills 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%) of that payment less OCS Administrative Fee if such is calculated on the Fee Bill. 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. All IC's are eligible for additional compensation for meeting specific guidelines. OCS will pay the IC an additional 10% for a total of 75% for each claim that is submitted within 7 days of assignment. The IC submitted file must be approved and passed by our Quality Control team to qualify. If your file is sent back for any reason and you miss the 7-day requirement, the IC will not be eligible for the 10% bonus. If the IC fails to submit a file within 15 days of assignment the compensation rate will drop from 65% to 60% unless the delay is beyond the control of the IC. For example, Public Adjuster delays, Contractor delays, Complex Losses, etc. To avoid the 5% penalty the IC must document the reason for the delay in file notes within 3 days of assignment while continuing to show reasonable attempts to progress the file towards closure.

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3. **Compensation - Daily Claims.** Independent Contractor shall invoice OCS at the rate stipulated by each OCS customer/client on Fee Bills 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%) of that payment less OCS Administrative Fee if such is calculated on the Fee Bill. 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. All IC's are eligible for additional compensation for meeting specific guidelines. OCS will pay the IC an additional 10% for a total of 70% for each claim that is submitted within 7 days of assignment. The IC submitted file must be approved and passed by our Quality Control team to qualify. If your file is sent back for any

reason and you miss the 7-day requirement, the IC will not be eligible for the 10% bonus. If the IC fails to submit a file within 15 days of assignment the compensation rate will drop from 60% to 55% unless the delay is beyond the control of the IC. For example, Public Adjuster delays, Contractor delays, Complex Losses, etc. To avoid the 5% penalty the IC must document the reason for the delay in file notes within 3 days of assignment while continuing to show reasonable attempts to progress the file towards closure.

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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 Fee Bills 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%) of that payment less OCS Administrative Fee if such is calculated on the Fee Bill. 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. **10% Holdback Fee.** OCS shall be entitled to hold back ten percent (10%) of IC's total compensation FOR DECLARED CATASTROPHE CLAIMS to reimburse OCS for all time and expense incurred by OCS should any claim assigned to IC have to be re-worked or reopened for re-inspection and/or re-adjustment within ninety (90) days after file completion by Adjuster. Such reimbursement shall not be limited to the amount of holdback. All holdbacks not otherwise used to reimburse OCS as described above shall be paid to IC within one hundred twenty (120) days following the completion of the Assignment.

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6. **Software Fees.** As each IC is responsible for the estimating software used and, software requirements may be different depending on the Client, each IA will also 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.

Initial _____

7. **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 backgroundcheck.

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8. **Insurance.** As each IC is a non-employee of OCS, the IC is not entitled 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 Opt out form. OCS maintains their own insurance policies however this agreement is not a guarantee of coverage for the IC.

Initial _____

9. **Independent Contractor Status.**

- a) All parties agree that the relationship between OCS and IC is one of mutual benefit and the IC is also engaged in their own business. 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 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 and all 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.

Initial _____

10. **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 executive 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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11. **Agreement Period.** Terms of this Agreement shall be for one (1) year, beginning on the date noted above and ending on Dec. 31st of this same year. The agreement shall be renewed annually for one (1) additional year unless notice of intent to terminate this agreement provided to the other party.

Initial _____

12. **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 Claims 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.

Initial _____

13. **Indemnification.** IC agrees to indemnify and hold harmless OCS and its insurance carriers and or PA 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.

Initial _____

14. **Governing Law.** This Agreement shall be construed by and governed under the 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.

Initial _____

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

Initial _____

16. **Disclaimer/Deployment.** Olympia Claim Service will provide the most accurate and current information that we have on claim volume and storm damage. Please 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.

Initial _____

17. **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 wrong doing.

Initial _____

18. **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 completed agreement. Any marks, changes, edits, alterations, etc., to this document not initialed by OCS will not be honored as part of this agreement.

Initial _____

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

INDEPENDENT CONTRACTOR:

Please Sign: _____

CONFLICT OF INTEREST DISCLOSURE

A conflict of interest (COI), sometimes termed "competition of interest," occurs when an individual is involved in multiple interests, one of which could *possibly* corrupt or compete with the motivation for an act in the other. Conflicts of interest also arise when the personal or professional interests of an individual are potentially at odds with the best interests of an organization for which they provide services. Most conflicts fall into a gray area where ethics and public perception are more relevant than statutes or precedents. Loss of public confidence and a damaged reputation are the most likely results of a poorly managed conflict of interest policy.

The presence of a conflict of interest is independent from the execution of impropriety. Therefore, steps should be taken to avoid even the appearance of impropriety and to discover and voluntarily defuse that conflict before any corruption occurs.

Example of conflict of interest may include, but are not limited to the following:

- a) Current or prior affiliation with a Public Adjusting firm.
- b) Current or prior affiliation with a Construction, Restoration, Roofing, Dry-Out or any other activity or entity which is or was engaged in Insurance-related repairs.
- c) Current or prior owner of an Automobile, Paint, Repair, PDR, or any other activity or entity which is or was engaged in Insurance-related repairs.
- d) Current or prior involvement with Marketing, Advertising, Solicitation or any other activity or entity which is or was engaged in insurance companies or their affiliates.
- e) Conviction of any crime involving fiduciary duty.
- f) Conviction of a felony.

The above-cited examples of Conflicts of Interest are for illustration purposes only. It is the responsibility of the signee below to disclose any potential Conflict of Interest or any interest that may be perceived as a conflict or impropriety.

All Independent Adjusters affiliated with OCS must truthfully complete and sign this Conflict of Interest Disclosure form. Situations that create a conflict of interest, or the appearance of such, must be declared on this Conflict of Interest Disclosure. Independent Adjusters must immediately notify Olympia Claim Service (OCS) of any matters that may result in real or perceived conflicts of interest by completing a Conflict of Interest Statement (see below) to OCS Staff.

1. Are you aware of current or prior situation / relationship that may create a conflict of interest with OCS?

No Yes

If you checked Yes, please explain: _

2. Are you aware of any other current of prior situations / relationships that may create a conflict of interest with your service at OCS?

No Yes

If you checked Yes, please explain: _

3. At this time, I am affiliated with the following agencies, boards, committees or organizations:

CONFLICT OF INTEREST STATEMENT: Following are details of matters (other than those explained in #1, #2 and/or #3 above) that may result in real or perceived conflicts of interest in providing my services as an Independent Adjuster to Olympia Claim Service, Inc.:

Additional sheets may be added if needed.

Date: _____

Name (Printed): _____

Signature: _____

CONTACT INFORMATION

Name: _____ Corporate Name: _____

Mailing Address (incl. city, state & zip) _____

Landline: _____ Cell: _____ Fax: _____

Email Address: _____ DL State / #: _____

SSN: _____ / _____ / _____ FIN: _____

Birthdate: _____

Licenses held:

State: _____ #: _____ State: _____ #: _____

State: _____ #: _____ State: _____ #: _____

State: _____ #: _____ State: _____ #: _____

State: _____ #: _____ State: _____ #: _____

Foreign Languages spoken: _____

Do you have a valid passport? _____ Symbility ID: _____

Estimating System(s) used: _____

Xactimate User ID: _____ Xactimate Address: _____

Experience areas: Please select all that apply.

<input type="checkbox"/> Steep/High	<input type="checkbox"/> Commercial	<input type="checkbox"/> Special Auto
<input type="checkbox"/> Large Loss	<input type="checkbox"/> Contents	<input type="checkbox"/> Motorcycle
<input type="checkbox"/> NFIP	<input type="checkbox"/> Bodily Injury	<input type="checkbox"/> RV
<input type="checkbox"/> NFIP For Liability	<input type="checkbox"/> Fast Track Claims	<input type="checkbox"/> Scene Investigation
<input type="checkbox"/> Earthquake	<input type="checkbox"/> File Examiner	<input type="checkbox"/> Adjuster Training
<input type="checkbox"/> Umpire	<input type="checkbox"/> General Liability	<input type="checkbox"/> TWIA Certified (current)
<input type="checkbox"/> Mediation	<input type="checkbox"/> Workers Comp	<input type="checkbox"/> TPA Administrator
<input type="checkbox"/> Lead Adjuster	<input type="checkbox"/> Ice	_____
<input type="checkbox"/> Storm Manager	<input type="checkbox"/> Wind	_____
<input type="checkbox"/> Mold	<input type="checkbox"/> ALE	_____
<input type="checkbox"/> Flood	<input type="checkbox"/> Theft	_____
<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Sewer Backup	_____
<input type="checkbox"/> Fire	<input type="checkbox"/> Cross Loss	_____
<input type="checkbox"/> Hurricane	<input type="checkbox"/> Passport	_____
<input type="checkbox"/> Hail	<input type="checkbox"/> Heavy Equipment	_____

Please note the total number of each of the following and your years of experience for each.

Total Residential Claims worked _____ Years of Experience _____

Total Flood Claims worked _____ Years of Experience _____

Total Commercial/Large loss Claims worked _____ Years of experience _____

Please provide a copy of your driver's license, social security card, Resume, and your adjuster licenses for the states you are licensed.

If Flood certified, provide a copy of your NFIP certification card (front and back) and latest Flood certification training attended.

How did you hear about us? _____

WORKERS COMPENSATION INSURANCE

Each IC will provide to OCS a copy of their Workers Compensation Policy or a copy of the Opt Out form from your resident state.

Here is the link to the Florida Opt Out form – please copy and paste into your browser. Once the form is completed – attach a copy to this document.

<https://apps.fldfs.com/bocexempt/>

Direct Deposit Authorization Note

- **Please complete this form and return it to *carrie@olympiaclaims.com*.**
- Be sure to include a voided (Cancelled) check from your checking account and/or a deposit slip for your savings account, whichever is applicable. The details from the check / deposit slip will be used to verify the account details.

Name:	Your Bank / Financial Institution:
Social Security Number:	City/State

Primary Account Number _____	Bank Routing Number _____
Please check the applicable option: Checking <input type="checkbox"/> Savings <input type="checkbox"/> Pay Card <input type="checkbox"/>	

I authorize OLYMPIA CLAIM SERVICE and the above Financial Institution to deposit my net pay and/or flat amount automatically into my account each payday, and to initiate any necessary adjustments for entries made in error to my account.

(Signature)

(Date)

Attach Voided Check(s) / Deposit slip here.

