

U.S. CAT ADJUSTERS, LLC

INDEPENDENT CONTRACTOR AGREEMENT

This agreement (Agreement) is made by and between U.S. Cat Adjusters, LLC (Company) and _____, an Independent Contractor (Contractor).

Company is engaged in the business of insurance claims adjusting and retains the service of Contractor for adjusting insurance claims for its Insurance Clients (Clients).

Company and Contractor agree as follows:

1. Contractor acknowledges that he/she will hold status as an “Independent Contractor” and shall remain an Independent Contractor and is neither an agent, partner, nor employee of Company. Contractor shall make no representations to the contrary. No benefits or compensation other than those set forth herein shall be paid to the Contractor as a result of the Agreement.
2. This Agreement becomes effective as of the date executed. Either party may terminate this Agreement following seven (7) days written notice. Company reserves the right to immediately terminate this Agreement if, in the sole opinion of Company, Contractor is in violation of any of its terms. This Agreement may only be amended, altered, or revoked in writing signed by both parties. If any provision of this Agreement is determined to be invalid, the remaining provisions of this agreement shall remain in full force and effect.
3. This Agreement supersedes any prior written or oral Agreement, understandings or negotiations of the Parties concerning the subject matter of this Agreement. This Agreement is neither transferable nor assignable to any other person.
4. This Agreement shall be governed and interpreted according to the laws of the State of Texas. Both Parties agree that disputes concerning the Parties relationship under the terms of this Agreement, shall be decided by binding arbitrations, such arbitrator to be selected by the Company. Any proceedings concerning this Agreement agreed to be handled outside the arbitration process shall be determined only in the appropriate court sitting in Dallas or Titus County, Texas.
5. Contractor will be temporarily retained by Company to work particular assigned claims to adjust. Nothing under this Agreement nor any other representation of the Company shall mean Contractor will be assigned to handle a certain number of claims nor work a certain number of catastrophic events. Contractor will handle each and every claim assigned during the term of the assignment ethically, in good faith, and to completion and in accordance with all applicable federal, state and regulatory laws, rules, treaties and regulations. The duration of a temporary assignment will vary dependent solely upon

number of claims provided by the client.

6. Company agrees to pay Contractor _____% of the services portion of the Fee bill sums and _____% of reimbursable expenses billed to Clients for Contractor's services performed hereunder and collected by Company exclusive of any sales taxes. Contractor shall not be under any obligation to make payment to Contractor until Company receives payment from its Clients. It is agreed and acknowledged that Company may be required by Client to make adjustments to the service bills and that there may be non-collectible service bills from time to time. Contractor acknowledges these adjustments will be charged back to Contractor.
7. On full-assignment claims, should the Contractor deploy to another location or prematurely leave the assigned territory any uncompleted claims which need to be reassigned for completion will result in no fee. Should the adjuster not be available to handle reopens or supplemental assignments of their original claims, the Company will deduct 50% of the original commission amount for each claim requiring re-assignment to another adjuster for conclusion.

Contractor Responsibilities:

1. Contractor represents that Contractor has experience and expertise in insurance claim adjusting. The services that Contractor will provide for Company will require a high degree of specialized skill and discretion on Contractor's part. Contractor will be expected to provide a high quality work product without close direct supervision on the part of the Company. Contractor agrees to perform services diligently with the highest standards of professionalism set forth by Company.
2. Due to the demand on time during a catastrophe, Contractor agrees to work exclusively for Company while on temporary assignment for Company. Contractor is free to engage in other business and employment when not retained by Company for temporary work during a catastrophe, so long as those pursuits do not conflict in any way with Contractor's obligation to Company.
3. Contractor shall provide all tools of the trade necessary to perform duties as a professional claims adjuster, including, but not limited to, computers and software, ladders, cameras, communication devices, safety equipment, and other equipment as required.
4. Contractor shall determine his/her own time of performance in compliance with all other terms and conditions set forth in this agreement. However, Contractor is required to keep Company informed as to the progress of claims and to comply with all reasonable requests of Company regarding documentation and information of status of all claims and adjusting assignments.
5. Contractor understands and acknowledges full-assignment claims include the handling of the files to final conclusion, including any and all reopens and supplemental assignments.

6. Contractor is required to comply with all policies and procedures as described in Company manual inclusive of reporting and claim handling guidelines.
7. Contractor shall be solely responsible for all costs or expenses incurred in connection with Contractor's performance hereunder. Contractor will be expected to pay for his/her own equipment, lodging, meals and any other expenses incurred. Contractor will not be eligible for any benefits that are made available to Company employees.
8. Prior to accepting assignments Contractor will obtain and maintain all required licenses and certifications necessary to work in any state of other jurisdiction at Contractor's expense.
9. You shall have sole responsibility for compliance with all federal, state and local requirements pertaining to income and social security taxes and shall provide your own disability, workers' compensation, automobile and errors and omissions insurance, and shall pay all applicable employment and other taxes levied with respect to any payment hereunder. Any payment for services made pursuant to this agreement shall be reported by Company on an IRS Form 1099. You will not be eligible to participate in any employee benefit/welfare plans, policies or practices now or hereafter maintained by or on behalf of Company.

If Contractor does not have errors and omissions, Company will provide both insurances for a fee of \$1.50 per claim for non-cat claims and \$2.00 per claim for cat claims.

The parties have executed this Agreement on the dates set forth below:

U.S. CAT ADJUSTERS, LLC

INDEPENDENT CONTRACTOR

By

By

Title

Print Name

Date

Date

Tax ID # or SS #