

Vector, LLC DBA Vector Risk Solutions

**INDEPENDENT CONTRACTOR
AGREEMENT**

This Independent Contractor Agreement is made and entered into on this _____ day of _____, 20____, by and between Vector, LLC DBA Vector Risk Solutions, Inc. and any other interests of Vector LLC, a Kansas Corporation, hereinafter referred to as "Vector" and _____ hereinafter referred to as "Independent Contractor (IC)".

Be it known, Vector is in the business of providing estimating, appraising, claims, and insurance adjusting services on a short-term, long-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 Vector 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 Vector 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 VECTOR in carrying out the performance of their duties as set forth in this agreement. However, Vector acknowledges that IC has their own business and therefore cannot dedicate 100% of their time in service for Vector.

2. **Compensation**

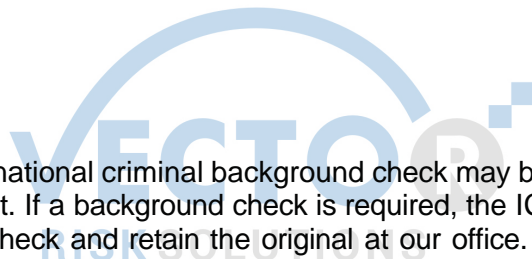
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a) CAT Events. Independent Contractor shall invoice Vector at the rate stipulated by each Vector customer/client on Fee Bills supplied by Vector. The insurance carrier and/or TPA firm shall make payment to Vector. On the next pay period after Vector QA approval and billing to the client, Vector shall pay IC for their services at the rate of seventy percent (70%) of that payment less Vector Administrative Fee if such is calculated on the Fee Bill. This rate can be increased to 75% based upon the adjuster's experience level and proven track record with Vector. The balance of payment shall be retained by Vector. If the assignment is at a specified daily rate, that rate shall be as agreed between Vector and IC.

b) Daily Claims. Independent Contractor shall invoice Vector at the rate stipulated by each Vector customer/client on Fee Bills supplied by Vector. The insurance carrier and/or TPA firm shall make payment to Vector. On the next pay period after Vector QA approval and billing to the client, Vector shall pay IC for their services at the rate of seventy percent (70%) of that payment less Vector Administrative Fee if such is calculated on the Fee Bill. This rate can be increased to 75% based upon the adjuster's experience level and proven track record with Vector. The balance of payment shall be retained by Vector. If the assignment is at a specified daily rate, that rate shall be as agreed between Vector and IC.

c) Time and Expense Claims. Independent Contractor shall invoice Vector at the rate stipulated by each Vector customer/client on Time and Expense Bills supplied by Vector. The insurance carrier and/or TPA firm shall make payment to Vector. On the next pay period after Vector QA approval and billing to the client, Vector shall pay IC for their services at the rate of seventy percent (70%) of that payment less Vector Administrative Fee if such is calculated on the Fee Bill. This rate can be increased to 75% based upon the adjuster's experience level and proven track record with Vector. The balance of payment shall be retained by Vector. If the assignment is at a specified daily rate, that rate shall be as agreed between Vector and IC.

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

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4. **Insurance.** As each IC is a non-employee of Vector, 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. Vector maintains their own insurance policies however this agreement is not a guarantee of coverage for the IC.

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5. **Independent Contractor Status**

- a) All parties agree that the relationship between Vector 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 Vector and that their status as an independent contractor of Vector cannot be changed to that of employee by cause or conduct.
- b) Vector shall compensate IC as set forth in Compensation paragraphs above. Vector 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 Vector and the insurance carriers and/or TPA firms of Vector 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 Vector to IC if demand is made upon Vector 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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6. **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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7. **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 automatically renewed annually unless notice of intent to terminate this agreement is provided to the other party.

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8. **Confidentiality Agreement.** During the term of this Agreement, Vector may disclose details it considers confidential and proprietary information to IC. IC agrees that the Confidential Information is to be considered proprietary to Vector 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 Vector clients. IC agrees to pay Vector, 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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9. **Indemnification.** IC agrees to indemnify and hold harmless Vector 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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10. **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.

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

Initial _____

12. **Disclaimer/Deployment.** Vector 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.

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13. **Non-Disparagement Clause.** The parties of this agreement (Vector 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.

Vector, 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 Vector, 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.

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.

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14 **Entire Agreement.** As Vector 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 Vector and IC, and defines and describes the completed agreement. Any marks, changes, edits, alterations, etc., to this document not initialed by Vector will not be honored as part of this agreement.

Initial _____

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

INDEPENDENT CONTRACTOR:

By: _____

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.

Forum shopping is the informal name given to the practice adopted by some litigants to get their legal case heard in the court thought most likely to provide a favorable judgment. Some states have, for example, become notorious as plaintiff-friendly jurisdictions and so have become litigation magnets even though there is little or no connection between the legal issues and the jurisdiction in which they are to be litigated.

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 Vector 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 Vector of any matters that may result in real or perceived conflicts of interest by completing a Conflict of Interest Statement (see below) to Vector Staff.

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

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 Vector

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 Vector:

Additional sheets may be added if needed.

Date: _____

Name (Printed): _____

Signature: _____

CONTACT INFORMATION

Name: _____ Corporate Name: _____

Mailing Address: _____

Cell: _____ Carrier: _____ Secondary: _____

Email Address: _____ DL State / #: _____

SSN: _____ / _____ / _____ FIN: _____

Licenses held:

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

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

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

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

Foreign Languages spoken: _____

Do you have a valid passport? _____

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"/> Cattle Theft
<input type="checkbox"/> Large Loss	<input type="checkbox"/> Contents	<input type="checkbox"/> Cow Out
<input type="checkbox"/> NFIP	<input type="checkbox"/> Farm and Ranch	<input type="checkbox"/> Large Loss - Commercial
<input type="checkbox"/> Agricultural	<input type="checkbox"/> Business Income	<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 2018
<input type="checkbox"/> Mediation	<input type="checkbox"/> Grain Bins	<input type="checkbox"/> TPA Administrator
<input type="checkbox"/> Lead Adjuster	<input type="checkbox"/> Ice Dams	<input type="checkbox"/> Sr. File Examiner
<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"/> Crop Liability	_____
<input type="checkbox"/> Hurricane	<input type="checkbox"/> Farm Irrigation	_____
<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 Ag Related 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? _____

Emergency Contact Info:

Name:

Relationship:

Name:

Relationship:

Software Experience:

Xactimate

Years

Symbility

Years

Simsol

Years

Microsoft Office

Years

Other:

Years

Certifications:

Endorsements

NFIP#

E/O:

Policy

GL:

Policy

Coverage Area:

Catastrophe:

Nationwide

State Specific:

Daily: (Requested state(s) and mileage radius)