

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement dated \_\_\_\_\_, 20 \_\_, is by and between B&H Claims Service, Inc. ("B&H"), a corporation, and \_\_\_\_\_, an Independent Contractor ("Contractor"). B&H is engaged in the business of insurance claims adjusting and wishes to engage Contractor's services to adjust certain insurance claims. Contractor represents that Contractor has experience and expertise in insurance adjusting, and that the contractor is self-employed and is engaged in an independent business. The parties enter into the following agreement with the foregoing being incorporated by reference:

B&H hereby retains Contractor as an independent contractor to perform the adjustment of insurance claims from time to time. There is no promise or agreement of the frequency and number of claims adjustment for which Contractor's services will be requested.

Contractor is expected to perform services diligently and with the highest standards of professionalism, ethics and competency.

Contractor is an independent contractor and is not an agent, partner, or associate of B&H, or any insurance company that is providing insurance claims adjusting work to B&H; and Contractor has no authority to make representations to the contrary.

### Responsibility of Contractor

1. There is no requirement that Contractor work exclusively for B&H, except that during a particular assignment for which Contractor is engaged by B&H, Contractor will devote sufficient time and energy to adjust all assigned claims.
2. B&H shall not oversee the actual work or instruct Contractor as to how the work will be performed. Contractor will keep B&H informed as to the progress of the job and to comply with any reasonable requests of B&H regarding documentation of claims and information on status of particular adjusting assignments.
3. Contractor acknowledges that Contractor is in no need of training.
4. Contractor shall provide all tools of the trade necessary for professional claims adjusting, including but not limited to photographic equipment, ladder, vehicle, computers and related software, etc.
5. Contractor shall determine the methods and means of performing these services working within the procedures or directives issued by any insurance company or its agents, which has engaged B&H.
6. As an independently established business, Contractor acknowledges Contractor's responsibility for payment of all income taxes, withholding taxes, FICA, unemployment insurance contributions, Errors and Omissions insurance coverage and Workers Compensation coverage, whether federal, state or local, and that the same are in no way the responsibility of B&H or an insurance company or agency for whom B&H does claims adjusting work. Contractor acknowledges that Contractor is not entitled to Worker's compensation benefits or unemployment insurance unless **CONTRACTOR** has made the required contributions.  
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7. No work shall be undertaken until Contractor provides satisfactory certificates of insurance, as may be required by B&H, including but not limited to, Worker's Compensation, General Liability, Auto Liability, and Errors and Omissions coverage. Contractor shall be responsible for all licensing and fees.

8. Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to carry out this agreement. Contractor will be responsible for paying such assistants, as well as any expense attributable to such assistants, including income taxes, unemployment insurance and Social Security taxes, and will maintain workers' compensation insurance for such employees.

9. As compensation for all services, or for any other claim, B&H agrees to pay Contractor \_\_\_\_\_ of all sums actually received by B&H based on those sums actually received by B&H from the insurance companies or its agent whose insurance claims are actually adjusted and completed by the Contractor. Contractor acknowledges that it is industry practice and a part of this Agreement that no sums will be paid if a claim is not completely adjusted by Contractor. Any additional work or readjustments that is necessary on the claims that the Contractor does might be subject to compensation readjustment by B&H. Further, B&H shall not be under any obligation to make payment unless B&H receives payment from the insurance company or its agents engaging B&H.

9. This Agreement shall be effective as of the date of its signing; however, it is acknowledged that there is no promise by B&H as to the number of claims assigned to Contractor. Also, Contractor is not representing that Contractor would necessarily be available at the time that B&H requests Contractor's service, if otherwise engaged. If Contractor does undertake any particular claims adjusting assignment for B&H, it shall be governed by the terms and conditions of this Agreement. Either party may cancel this Agreement, with or without cause, upon seven (7) days prior notice. However, B&H reserves the right to forthwith and without notice terminate this Agreement, if Contractor is in violation of any of its terms.

10. Contractor agrees to indemnify and hold harmless B&H and any insurance companies or agencies that B&H is doing insurance claims adjusting work for, from and against all claims, demands, suits or actions of anyone for any loss, injury, damages, claim or liability of any kind whatsoever arising directly or indirectly out of work or actions of Contractor, its employees or agents. This indemnity and hold harmless provision shall include any reasonable attorney's fees and costs incurred by B&H in enforcing the aforementioned clause.

11. The parties acknowledge that claims adjustments take place in different locations. In order to provide consistency in administering this agreement and the overall relationship between B&H and Contractor, Contractor and B&H agree that this agreement shall be governed by the substantive law of the State of North Carolina.

12. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, then the remaining provisions of this Agreement shall remain in full force and effect, with all remaining provisions being severable. If a court determines that a provision of this Agreement is only partially invalid, then the Court shall enforce that provision to the maximum amount allowed by law.

13. In the event that any dispute arises under this Agreement, or any provision hereof, or any other dispute or claim between B&H and Contractor, whether arising in tort or contract or otherwise, B&H and Contractor agree to binding arbitration in a mutually agreed upon location in Clay County, the State of North Carolina. In the event of arbitration, each party shall select one arbitrator and both arbitrators shall select a third. The arbitration shall be governed by the rules of the American Arbitration Association. In so agreeing to arbitration, the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrators shall be final and binding upon them.

14. 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 ensure to the benefit of the parties, their heirs, personal representatives, successors and assignees, to the extent that any such benefits survive: however, the rights and duties under this Agreement may not be assigned by Contractor: this Agreement shall supersede any prior written or oral agreements, understanding or negotiations of the parties concerning the subject matter of this Agreement.

The parties have executed this Agreement on the date set forth above.

B&H Claims Service, Inc.

By: \_\_\_\_\_  
Authorized Representative

Independent Contractor:

By: \_\_\_\_\_  
(Title)