

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("*Agreement*") is entered into by and between Ken-Caryl Ranch Metropolitan District ("*District*"), a political subdivision of the State of Colorado, and \_\_\_\_\_ ("*Contractor*"), having its principal place of business at:

\_\_\_\_\_ Contractor and the District are referred to individually as a "*Party*" and collectively as the "*Parties*".

1. **Services.** Contractor will provide the following to the District:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ ("*Services*"). Other than items typically provided by the District to its members, Contractor will furnish all equipment, materials, supplies, labor, and supervision necessary to perform the Services. Contractor shall not take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner, except as specifically provided in this Agreement or specifically authorized or ratified, in writing, by the District.

2. **Compensation.** The District will pay Contractor for performance of the Services as outlined in the attached *Schedule A*. This fee includes all compensation to be paid Contractor. Contractor is responsible for any equipment, materials, supplies, or labor provided or used by Contractor, for performance of Services. Contractor shall have complete control over the days and times of work; provided, the District may discuss with Contractor times that best suit the District’s operations for such Services. Such compensation shall be payable by the District within (check one):

\_\_\_\_\_ 30 days of receipt of Contractor’s invoice

\_\_\_\_\_ Upon conclusion of the session

\_\_\_\_\_ Other: \_\_\_\_\_

3. **Status as an Independent Contractor.** Contractor is an independent contractor and not a District employee. This Agreement shall not be construed to create an employer-employee, master and servant, partnership, or joint venture relationship between the Parties. Contractor is not required to work exclusively for the District, and represents that Contractor performs similar services for others. The fact that Contractor may choose for personal reasons not to seek other clients or additional sources of revenue shall not affect Contractor's status as an independent contractor. While Contractor may perform the Services on the District's property, Contractor maintains its office at a separate location and Contractor will be solely responsible for all costs and expenses related to that office.

**CONTRACTOR UNDERSTANDS AND AGREES THAT: (A) CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION INSURANCE BENEFITS UNLESS THOSE BENEFITS ARE PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) CONTRACTOR IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID AND/OR EARNED PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT PROVIDE UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION INSURANCE BENEFITS AND WILL NOT MAKE FEDERAL, STATE, OR LOCAL WITHHOLDINGS.**

As an Independent Contractor, I also will be required to complete an “Independent Contractor Insurance Status” form (or other similar form as may be necessary for the District’s workers’ compensation carrier, as amended from time to time), which must be notarized.

4. **Insurance and Indemnification.** Contractor shall provide and maintain, for Contractor and all of its employees, if any, any insurance required by federal and state law, as well as any other insurance specified by the District in *Schedule A*. Contractor shall indemnify, defend, and hold harmless the District and each of its past and current Directors, officers, employees, volunteers, and agents from and against any and all claims, demands, injuries, losses, liabilities, actions, lawsuits,

and other proceedings, judgments, and awards, and costs and expenses (including reasonable attorneys' fees) arising in whole or in part out of Contractor's failure to provide and maintain insurance required under this Agreement or out of the intentional or negligent act or omission of the Contractor in connection with this Agreement or performance of the Services. The District shall have the right to select legal counsel of its choice, notwithstanding Contractor's obligations to pay for the fees, costs, and expenses incurred by such legal counsel.

**5. Term and Termination.** The term of this Agreement shall commence on the date it is signed by both Parties and shall continue until (check one):

- \_\_\_\_\_ terminated by either Party in accordance with this paragraph
- \_\_\_\_\_ the conclusion of the session (i.e. \_\_\_\_\_)
- \_\_\_\_\_ the conclusion of the season (i.e. \_\_\_\_\_)

Either Party may terminate this Agreement at any time and for any reason with 30 calendar days prior written notice of termination to the other Party. State of Colorado or Jefferson County public health orders may require cancellation of program or event less than 30 calendar days prior to start or while already in progress.

**6. Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its past and present directors, officers, employees, volunteers and agents under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

**7. Illegal Aliens.** Contractor shall not knowingly employ or contract with an illegal alien in providing the Services; nor will it enter into a contract with a subcontractor who fails to certify that it will not knowingly employ or contract with an illegal alien to perform work in connection with the Services provided to the District.

Contractor certifies it does not knowingly employ or contract with an illegal alien who will perform work in connection with the Services, and Contractor will participate in the E-Verify Program or the State Department of Labor and Employment Program ("State Program") in order to confirm the employment eligibility of all employees newly hired by Contractor for the purpose of providing its Services to the District. Under no circumstances will Contractor use either the E-Verify Program or the State Program procedures to undertake pre-employment screening of job applicants during the course of Contractor's providing Services to the District. If, while providing Services to the District, Contractor acquires actual knowledge that a subcontractor performing work in connection with such Services knowingly employs or contracts with an illegal alien, Contractor will (i) notify the subcontractor and the District within three business days that Contractor has actual knowledge the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontractor's contract if within three business days of receiving the notice required in (i), above, the subcontractor does not stop employing or contracting with the illegal alien; except, Contractor will not terminate the subcontractor's contract if during the three business days the subcontractor provides information establishing the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor will comply with any reasonable request by the Colorado Dept. of Labor & Employment made during an investigation pursuant to C.R.S. § 8-17.5-102(5). Contractor agrees that, if it violates one of the foregoing provisions, the District may terminate the Services, and may seek actual and consequential damages. Contractor acknowledges the District also will notify the Secretary of State, which may take further action against Contractor.

**8. Non-Appropriation.** This Agreement is subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the District's credit or faith, directly or indirectly, to Contractor. If the District Board fails to appropriate funds for the District's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and the District shall no further obligation to Contractor under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate the District to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

**9. Additional Terms.** Colorado law governs this Agreement. Exclusive jurisdiction and venue shall lie in the District Court for Jefferson County, Colorado. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement may not be assigned by either Party without the express written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile, electronic signature or email, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**10. COVID-19 Information.** The Contractor understands that, based on information currently available, the COVID-19 virus is continuously spreading throughout the state of Colorado, including via direct person-to-person transmission and hard surfaces. The Contractor understands that the COVID-19 virus can cause serious illness or death in individuals of all ages, with or without preexisting conditions. The Contractor acknowledges that the Facilities are generally open to the public, and therefore contraction of the COVID-19 virus, whether from previous users of the Facilities or other persons on or near the Facilities, is an inherent risk of using the Facilities. While the District has attempted to minimize the spread of COVID-19, the Contractor acknowledges that due to the nature of the Facilities it is impossible for the District to completely eliminate the risk of COVID-19 transmission during use of the Facilities by any organization or individual.

Notwithstanding the known and unknown risks and hazards of exposure to the COVID-19 virus, the Contractor wishes to use, reserve, or rent a Facility. In exchange for the use of the Facilities, the Contractor HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE DISTRICT AND ITS CURRENT AND FORMER DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (collectively, the "District Affiliated Parties") FOR CONTRACTION OF THE COVID-19 VIRUS, WHETHER CONTRACTED BY A USER OR A CONTRACTOR PROGRAM PARTICIPANT, INVITEE, OR ANY PERSON ATTENDING OR ATTEMPTING TO ATTEND THE EVENT OR ACTIVITY FOR WHICH THE FACILITY HAS BEEN RESERVED, RENTED, OR USED, WHETHER OR NOT SUCH PERSON HAS BEEN INVITED OR AUTHORIZED TO ATTEND BY THE CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY COLORADO LAW. The Contractor agrees to hold harmless District Affiliated Parties from any costs, expenses or damages related to COVID-19 contraction, exposure, or transmission which the Contractor incurs. The Contractor understands that this release applies to any injury or damages the Contractor may suffer in connection with COVID-19, even if caused by the acts or omissions of others OR RESULTING FROM THE NEGLIGENCE OF ANY DISTRICT AFFILIATED PARTY.

In addition, the Contractor recognizes that there are inherent risks associated with the Facilities that, due to the nature of the Facilities, cannot be eliminated. These risks include, but are not limited to, injury, death, loss or damage, whether to person or property. Notwithstanding the known and unknown risks and hazards of reserving, renting, and using the Facilities, the Contractor wishes to use a Facility. In exchange for reservation, use, or rental of the Facilities, the Contractor HEREBY WAIVES, HOLDS HARMLESS, AND INDEMNIFIES THE DISTRICT AFFILIATED PARTIES AGAINST ANY AND ALL CLAIMS FOR ANY INJURY, DEATH, LOSS, OR DAMAGE, WHETHER TO PERSON OR PROPERTY, INCURRED IN CONNECTION WITH THE USE OF THE FACILITIES, BY A USER OR A USER'S GUEST, LICENSEE, INVITEE, OR ANY PERSON ATTENDING OR ATTEMPTING TO ATTEND THE EVENT OR ACTIVITY, WHETHER OR NOT SUCH PERSON HAS BEEN INVITED OR AUTHORIZED TO ATTEND BY THE CONTRACTOR, TO THE FULLEST EXTENT PERMITTED BY COLORADO LAW. The Contractor understands that this release applies to any injury or damages the Contractor may suffer in connection with using the Facilities, even if caused by the acts or omissions of others OR RESULTING FROM THE NEGLIGENCE OF ANY DISTRICT AFFILIATED PARTY.

The Contractor confirms that they have read the foregoing and voluntarily assume all risks related to using, renting, or reserving the Facilities, including exposure to or contraction of the COVID-19 virus. THE CONTRACTOR

UNDERSTANDS THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT THE CONTRACTOR IS GIVING UP THE RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM against any and all of the District Affiliated Parties.

**Ken-Caryl Ranch Metropolitan District,**  
a political subdivision of the State of Colorado

**Contractor:**

By: \_\_\_\_\_

By: \_\_\_\_\_

[Insert Name and Title of Individual Signing]

[Insert Name and Title of Individual Signing]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SAMPLE

**SCHEDULE A**

**Compensation**

[Insert detailed description of compensation for Services here]

**Insurance Requirements**

The District shall require the Contractor maintain the following insurance during the provision of Services under this Agreement.

\_\_\_ General Liability in the amount of \$ \_\_\_\_\_

\_\_\_ Errors & Omissions in the amount of \$ \_\_\_\_\_

\_\_\_ Other: \_\_\_\_\_, in the amount of \$ \_\_\_\_\_

SAMPLE

## INDEPENDENT CONTRACTOR INSURANCE STATUS

Ken Caryl Ranch Metropolitan District ("District") enters into an agreement with

\_\_\_\_\_ / \_\_\_\_\_

Trade or Business Name:

Individual's Name:

(hereafter collectively referred to as "Independent Contractor") for the following purpose/project:

Independent

Contractor affirms that (s)he owns the assets of the business, company, or service named above. Independent Contractor manages and controls the business, company or service and has ultimate responsibility for all decisions affecting the business, company or service.

The District and Independent Contractor understand and agree:

1. Independent Contractor is engaged in an independent trade, occupation, profession, or business and is free from the District's control and direction in the performance of the service(s) requested.
2. Independent Contractor is not required to work exclusively for the District except that Independent Contractor may choose to work exclusively for the District for the term set forth in the contract.
3. Quality standards for work are based upon plans and specifications. The District will not oversee the actual work or instruct Independent Contractor as to how the work will be performed.
4. The District will pay a fixed or contract rate for Independent Contractor's work, not a salary or hourly rate.
5. The District may terminate Independent Contractor only if Independent Contractor violates the terms of the contract or Independent Contractor fails to produce a result that meets the specifications of the contract.
6. The District will not provide more than minimal training.
7. Independent Contractor will provide its own tools and benefits except that District may supply materials and equipment.
8. Independent Contractor will work according to a completion schedule and/or a range of negotiated and mutually agreeable work hours.
9. The District shall make payments to Independent Contractor's trade or business name.
10. Independent Contractor's business operations are separate and distinct from that of the District and are not combined with the business of the District in any way.
11. If Independent Contractor hires or uses employees (other than the undersigned) to work on or provide services for the District's project: a) Independent Contractor will provide all employees of the Independent Contractor with Workers' Compensation insurance coverage; b) will notify the District prior to the employees' start date that Independent Contractor's employees will work on the District's project, and; c) will provide the District with proof of workers' compensation insurance coverage for the Independent Contractor's employee(s) before any employees are allowed to work on or provide service(s) for the District's project.

I am an Independent Contractor. I understand that I am not entitled to workers' compensation benefits. I understand that if I am injured while performing contractual work for the District, I will not be covered for such injury under the District's workers' compensation insurance policy. I understand that I am obligated to pay federal and state income tax on any moneys earned pursuant to the contract relationship.