



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 advertising the Services and accepting participant enrollments and registration payments due, which shall be performed by the District as part of its ordinary course of business, Contractor will furnish all equipment, materials, supplies, labor, and supervision necessary to perform the Services. Contractor shall have complete control over the days and times of work; provided that if performance of the Services requires the scheduled use of the District's facilities, then Contractor and the District shall mutually agree upon the days and times during which the Services will be performed. 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 to Contractor. Contractor is responsible for the cost of any equipment, materials, supplies, labor, and supervision provided or used by Contractor for performance of Services. Such compensation shall be payable by the District within 30 days of receipt of Contractor's statement of payment due. If other payment arrangements are necessary, please specify:

\_\_\_\_\_

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.**

Contractor 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 or its employees 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. \_\_\_\_\_)
- the conclusion of the year (i.e. \_\_\_\_\_)

In addition to the above, 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 the Services on less than 30 calendar days notice 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. Non-Appropriation.** All direct and indirect financial obligations of the District under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If the District's governing body fails to appropriate funds for the District's obligations under this Agreement, this Agreement shall terminate on January 1 of the year for which the non-appropriation occurred, and the District shall have no further obligation to Contractor under this Agreement beyond the financial obligations for which it previously appropriated funds.

**8. 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. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. 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.

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

**Contractor:**

By: \_\_\_\_\_  
[Insert Name and Title of Individual Signing]

By: \_\_\_\_\_  
[Insert Name and Title of Individual Signing]

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

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

**SCHEDULE A**

**Compensation**

[Insert detailed description of compensation for Services here]

**Insurance Requirements If Contractor Is An Entity**

Contractor is required to maintain the following insurance coverages during the provision of Services under this Agreement. The insurance policies maintained by Contractor pursuant to paragraphs A through D below shall name the District as an additional insured. Prior to commencing the Services, Contractor shall provide the District with a certificate or other evidence of insurance coverage as herein described.

District to initial all that are required:

- A. \_\_\_\_\_ General Liability: \$1,000,000 each occurrence / \$2,000,000 general aggregate.
- B. \_\_\_\_\_ Workers' Compensation insurance in accordance with and in such amounts as required by Colorado law.
- C. \_\_\_\_\_ Automobile Liability insurance with Contractor selecting one of the following options:
  - a. Automobile Liability insurance covering all owned, hired, and non-owned vehicles with a limit of at least \$1,000,000 combined per accident for bodily injury and property damage.
  - or**
  - b. Execution of the following statement (naming the District as an additional insured is not required):  
**Contractor hereby warrants that it has verified, for itself and each of its employees, that any individual operating an automobile in furtherance of performance of the Services under this Agreement maintains personal Automobile Liability insurance coverage in accordance with the requirements of Colorado law, and that such insurance coverage shall be required to be maintained throughout the term of the Agreement.**

**Contractor:**

**By:** \_\_\_\_\_  
[Insert Name and Title of Individual Signing]

**Insurance Requirements If Contractor Is An Individual**

Contractor is required to maintain the following insurance coverage during the provision of Services under this Agreement. The insurance policy maintained by Contractor shall name the District as an additional insured. Prior to commencing the Services, Contractor shall provide the District with a certificate or other evidence of insurance coverage as herein described.

District to initial if required:

\_\_\_\_\_ General Liability or Umbrella Insurance covering the Services to be provided: \$1,000,000 each occurrence / \$2,000,000 general aggregate.

**I hereby warrant that I maintain personal Automobile Liability insurance coverage in accordance with the requirements of Colorado law, and will maintain such insurance coverage throughout the term of the Agreement.**

**Contractor:**

**By:** \_\_\_\_\_  
[Insert Name and Title of Individual Signing]

**INDEPENDENT CONTRACTOR INSURANCE STATUS**

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

\_\_\_\_\_/\_\_\_\_\_,  
Trade or Business Name: Individual's Name: Tax ID:

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

Independent Contractor affirms that he or she 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 that:

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; and
11. If Independent Contractor hires or uses employees (other than the undersigned) to work on or provide services for the District's project: Independent Contractor will a) provide all employees of the Independent Contractor with workers' compensation insurance coverage, b) notify the District prior to the employees' start date that Independent Contractor's employees will work on the District's project, and c) provide the District with proof of workers' compensation insurance coverage for the Independent Contractor's employees 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.**

\_\_\_\_\_  
Independent Contractor/ Title Date

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF )

SUBSCRIBED AND SWORN to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
For the District/Title Date

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF )

SUBSCRIBED AND SWORN to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public