This is an agreement (“Agreement”) between you, the undersigned Independent Contractor (“you,” “your,” etc.) and us, the Commercial Inspector (“us,” “we,” “our,” etc.), collectively referred to as “the parties.”

1.    **Services You Will Perform.**You will be our subcontractor under the terms in this Agreement.

a. **Availability and Description of Services**. You will be available at reasonable times upon reasonable request during the term of this Agreement, and you will perform any requested commercial inspections (“Services”).

b. **Work Product**. You agree that we will own all data, compilations, analyses, and reports that you generate in connection with the Services.  Ownership rights include, but are not limited to, all rights associated with publications, trade secrets, copyrights, trademarks, and patents.  You shall treat such data, compilations, analyses, and reports as Confidential Information (as defined below), subject to the protections of this Agreement.

c. **Method of Performing Services**. You will determine the method, details, and means of performing the described services, but must perform the inspection pursuant to CCPIA’s Commercial Standards of Practice.  We will have no other right to and shall not control the manner or determine the method of accomplishing your Services.  You will exercise the highest degree of professionalism and utilize your expertise in providing such Services.

2.    **Compensation.**Upon receiving your completed report, we will pay you $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3.    **Prohibition on Bidding for Repairs.**You agree that you will not bid on any repairs that you recommend as a result of your inspection for a period of one year following the completion of your inspection.  You agree that you will not attempt to sell any other products or services to our client or to the property owner for a period of one year following the completion of your inspection.

4.    **Insurance.**You will, at your own expense, maintain, in full force and effect, the following insurance:

a.     auto insurance, as required by law, for any vehicle you use in the performance of any Services under this Agreement;

b.     Workers’ Compensation coverage for your employees, if any participate in any way in your inspection.  If you are a sole proprietor, you represent that you have or reject such coverage for yourself.  You understand that you will not be covered by our Workers’ Compensation policy, if any. If you have employees, you must obtain Workers’ Compensation coverage for those employees.  If you fail to obtain such coverage, you will indemnify and hold harmless us, our agents, and our employees from and against any damages, claims, and expenses arising out of or resulting from your work.  Upon request, you will execute such documents as are necessary to verify that you are an independent contractor and have obtained or waived other Workers’ Compensation coverage;

c. General liability insurance of at least $300,000.00 per incident; and

d.     Errors and Omissions Insurance.

If you fail to obtain or keep such insurance in force and we suffer any loss because of such failure, you will indemnify and defend us for all such losses, including attorney’s fees and costs.

5.    **Independent Contractor Status.**  The parties agree that you are acting as an independent contractor—not an employee—and that nothing in this Agreement creates a joint venture, partnership, association, or other affiliation or relationship between the parties.  In no event will either party be liable for the debts or obligations of the other, except as specifically provided for in this Agreement.  We will treat you as an independent contractor for federal and state tax purposes.  To the extent required by law, we will issue a Form 1099 relating to compensation under this Agreement.  We will not withhold, on your behalf, any sums for income tax, unemployment insurance, Social Security, or any other withholding pursuant to any law or requirement of any governmental body, or make available any of the benefits afforded to our employees.  You shall be solely responsible for your own federal and state taxes on the compensation received from us, including Social Security taxes.  You will indemnify, defend, and hold us harmless from any and all loss, liability or expense arising from your failure to make such payments or withholding, if any.  If the Internal Revenue Service or any other governmental agency challenges your independent contractor status, we have the right to participate in any discussion or negotiation occurring with the agency.

6.    **Your Representations.**  You represent that you are customarily engaged in an independent trade, occupation, profession, or business related to the services performed.  You represent that you have the right to enter into this Agreement without violating the rights of others or any applicable law, and that you have not and will not become a party to any agreement that conflicts with this Agreement.  You will indemnify, defend, and hold us harmless from any and all damages, claims and expenses arising out of or resulting from any claim if this Agreement violates any other agreements.

7.    **Not Assignable.**  This Agreement may not be assigned by either party without the written consent of the other party.

8.    **Expenses; Legal Action; Venue; Waiver of Trial by Jury.**  In any legal action arising out of this Agreement, the losing party shall pay the prevailing party’s reasonable attorney’s fees and costs.  The parties waive trial by jury and agree that the exclusive venue for any such action shall be only in the county where we have our primary place of business.  You may not file suit against us unless you have first given us 30 (thirty) days’ written notice of the basis for the claim in sufficient detail for us to evaluate the claim. CCPIA is not a party to this Agreement.  The exclusive venue for any action against CCPIA will be in Boulder, Colorado, and the other terms of this paragraph 8 shall apply.

9.    **Governing Law.** This Agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

10.  **Reading; Review of Counsel.**The parties have carefully read every provision of this Agreement.  The parties had the opportunity to have qualified counsel review this Agreement before signing it

11.  **Voluntary Agreement.**The parties enter into this Agreement of their own free will, free of any coercion or duress of any kind.

12.  **Construction.**  Both parties had an opportunity to have counsel review this Agreement.  Therefore, the fact that our lawyer drafted the final Agreement shall not be considered in construing any ambiguity a Court may find in this document.

13.  **Entire Agreement; Modification.** This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the transaction at issue. All prior communications are merged into this Agreement, and there are no terms or conditions other than those in this Agreement. No statement or promise by us or our agents shall be binding unless reduced to writing and signed by us.  No modifications of this Agreement shall be binding unless they are in writing and signed by the parties.

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Independent Contractor                              (Date) Independent Contractor’s EIN or SSN