

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS.

THIS FORM DOES NOT APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, [A.R.S. § 23-901](#) (et. seq.), and specifically [A.R.S. § 23-902 \(C\), \(D\)](#), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business."

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

INDEPENDENT CONTRACTOR AGREEMENT

NAME OF INDEPENDENT CONTRACTOR: _____		
ADDRESS / P.O. BOX: _____		
CITY: _____	STATE: _____	ZIP: _____
SIGNATURE OF INDEPENDENT CONTRACTOR: _____		DATE: _____

STATE OF ARIZONA		
AGENCY: <u>Arizona Board of Regents for and on behalf of NAU</u>		AGENCY#: <u>416</u>
ADDRESS: <u>PO Box 4067</u>		
CITY: <u>Flagstaff</u>	STATE: <u>AZ</u>	ZIP: <u>86011</u>
SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: _____		DATE: _____
CONTRACT IDENTIFICATION: _____		

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT DIVISION - INSURANCE UNIT
100 NORTH 15th AVENUE, SUITE #301
PHOENIX, AZ 85007**

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer	Date
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Independent Contractor Agreement

Instructions

Insurance and Claims Services

Phone 928-523-6093 Fax 928-523-1343

PO Box 4067

Flagstaff, AZ 86011-4067

Although this State form says that it should be submitted to the Arizona Department of Administration, if you are working with Northern Arizona University (NAU), please send the completed and signed form to Insurance and Claims Services at P.O. Box 4067 or scan and email it to nau-insurance@nau.edu. Once we have reviewed this agreement and obtained the authorized signature(s) from NAU, we will send the form to the Arizona Department of Administration, Risk Management Section, Insurance Unit.

This letter is to provide you with information to assist you in completing the attached form. Please ensure that you are an Independent Contractor by reviewing the list on the form and NOT a Sole Proprietor. If you are a Sole Proprietor do NOT fill in this form. If you have any questions regarding your status, please contact your legal counsel or the Arizona Industrial Commission's Legal Department at 602-542-5781.

1. Name of Independent Contractor: This is your name and not your business name.
 - a. This should be the name of the person signing this form.
2. Address / PO Box, City, State, Zip Code: Please fill in accordingly.
3. Signature of Independent Contractor, Date: Sign and date this form.

The remainder of the form is for NAU to complete and then we will send it to the State to sign.

Return this form to:

Mail: Insurance and Claims Services, PO Box 4067 Flagstaff, AZ 86011 or

Email: nau-insurance@nau.edu

Fax: (928) 523-1343

Thank you for your help with this matter.

1. Independent Contractor: A.R.S. 23-902(C)(D)

C. A person engaged in work for a business, and who while so engaged is independent of that business in the execution of the work and not subject to the rule or control of the business for which the work is done, but is engaged only in the performance of a definite job or piece of work, and is subordinate to that business only in effecting a result in accordance with that business design, is an independent contractor.

D. A business that uses the services of an independent contractor and the independent contractor may prove the existence of an independent contractor relationship by executing a written agreement that complies with this subsection. The written agreement shall evidence that the business does not have the authority to supervise or control the actual work of the independent contractor or the independent contractor's employees. A written agreement executed in compliance with this subsection creates a rebuttable presumption of an independent contractor relationship between the parties if the written agreement contains a disclosure statement that the independent contractor is not entitled to workers' compensation benefits from the business. Unless the rebuttable presumption is overcome, no premium may be collected by the carrier on payments by the business to the independent contractor if a fully completed written agreement that satisfies the requirements of this subsection is submitted to the carrier. The written agreement shall be dated and contain the signatures of both parties and, unless otherwise provided by law, shall state that the business: