

Independent Contractor Status Addendum to Independent Contractor Agreement

Date: _____, 20____

1. **ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT.** This Independent Contractor Status Addendum to Independent Contractor Agreement is made a part of the Independent Contractor Agreement for Licensed Real Estate Broker with Coldwell Banker Mountain Properties (the "Contract"). This Addendum shall control in the event of any conflict with the Contract. Except as modified, all other terms and provisions of the Contract shall remain the same. Terms used herein shall have the same meaning as in the Contract.

2. **PURPOSE AND INTENT OF ADDENDUM.** The purpose and intent with respect to this Addendum is to confirm Independent Contractor's Independent Contractor status consistent with § 8-40-202(2)(b), C.R.S. Accordingly, Independent Contractor and Coldwell Banker Mountain Properties attest and affirm as follows:

Independent Contractor, _____, a licensed Real Estate Broker, being over the age of 18, hereby declares under penalty of perjury that Independent Contractor's status with regard to Coldwell Banker Mountain Properties is that of an Independent Contractor. Pursuant to § 8-40-202(2)(b), C.R.S., Independent Contractor affirms and attests that as an Independent Contractor under Colorado law:

INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS COMPENSATION BENEFITS AND AS AN INDEPENDENT CONTRACTOR, I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

Additionally, I affirm and attest that I am an individual engaged in an independent occupation, profession, or business and am free from control and direction in the performance of the services provided to Coldwell Banker Mountain Properties as set forth in the Independent Contractor Agreement.

Coldwell Banker Mountain Properties further affirms and attests that Independent Contractor is involved in an independent occupation, profession, or business and Independent Contractor is free from control and direction in the performance of the services provided to Coldwell Banker Mountain Properties, subject only to the parties' professional licensure obligations that otherwise require Coldwell Banker Mountain Properties to exercise a supervisory role over the services performed by Independent Contractor under § 8-40-202(2)(b)(II)(I)(V), C.R.S., and that Coldwell Banker Mountain Properties does not:

(A) Require the individual to work exclusively for the person for whom services are performed; except that the individual may choose to work

exclusively for such person for a finite period of time specified in the Contract;

(B) Establish a quality standard for the individual; except that the person may provide plans and specifications regarding the work but cannot oversee the actual work or instruct the individual as to how the work will be performed;

(C) Pay a salary or at an hourly rate instead of at a fixed or contract rate;

(D) Terminate the work of the service provider during the contract period unless such service provider violates the terms of the contract or fails to produce a result that meets the specifications of the contract;

(E) Provide more than minimal training for the individual;

(F) Provide tools or benefits to the individual; except that materials and equipment may be supplied;

(G) Dictate the time of performance; except that a completion schedule and a range of negotiated and mutually agreeable work hours may be established;

(H) Pay the service provider personally instead of making checks payable to the trade or business name of such service provider; and

(I) Combine the business operations of the person for whom service is provided in any way with the business operations of the service provider instead of maintaining all such operations separately and distinctly.

Affiants, Independent Contractor _____, and Coldwell Banker Mountain Properties herein acknowledge and affirm that Independent Contractor is by this instrument an Independent Contractor as it pertains to the Independent Contractor Agreement and the services provided therein, and state so under penalty of perjury. Moreover, Independent Contractor _____, and Coldwell Banker Mountain Properties affirm under oath that they have read the foregoing Independent Contractor Status Addendum to Independent Contractor Agreement and attest that the statements set forth herein are true and correct to the best of their knowledge and belief.

Independent Contractor:

STATE OF COLORADO

County of _____

The foregoing instrument was signed and acknowledged before me, a Notary Public, on _____, 20____, by _____.

Witness my hand and seal:

Notary Public

My commission expires: _____

Coldwell Banker Mountain Properties

By: **Kayden Hyson**

Its: **Employing Broker**

STATE OF COLORADO)

County of _____)

The foregoing instrument was signed and acknowledged before me, a Notary Public, on _____, 20____, by _____, _____ (title) of Coldwell Banker Mountain Properties.

Witness my hand and seal:

Notary Public

My commission expires: _____