

**INDEPENDENT CONTRACTOR CONTRACT
(APPRAISERS)**

Contract Date: _____, 20_____

Company/Appraisal Manager: _____
("Appraisal Manager")

Address: _____

Contractor/Appraisal Associate: _____
("Appraisal Associate")

1. Appraisal Manager has various existing relationships with customers who have the need for appraisal services. From time to time, Appraisal Manager will request Appraisal Associate to provide appraisal services for Appraisal Manager on an independent contractor basis. Nothing in this Agreement shall be construed as granting Appraisal Associate the exclusive right or license to provide appraisal services for Appraisal Manager in a particular region, state, county or otherwise.
2. During the term of this Agreement, Appraisal Associate (check one) may or may not perform appraisal services other than for Appraisal Manager (subject to the limitations set forth in Paragraph 15 below).
3. Appraisal Associate currently has and will maintain all appropriate licenses and certifications necessary to perform appraisal services hereunder. Appraisal Associate will conduct his/her business in compliance with generally accepted appraisal standards, protocols and guidelines. Appraisal Associate is responsible for and agrees to abide by USPAP and all federal and state laws pertaining to appraisals.
4. The fees and other terms and conditions of contracts with customers shall be determined by Appraisal Manager. The fee for appraisal services rendered by Appraisal Associate pursuant to this Agreement will vary with each appraisal request issued by Appraisal Manager. For each appraisal request, Appraisal Manager will send to Appraisal Associate an engagement letter that identifies the appraisal assignment, specific instructions, deadline(s) and the fee to be paid to Appraisal Associate.
5. Appraisal Associate will complete all assignments in person and will not permit all or any part of an appraisal assignment to be performed by, or assigned to, any third party.

6. Appraisal Associate shall take all reasonable measures to maintain the confidentiality of any and all nonpublic personal information about customers and consumers of Appraisal Manager and to protect against unauthorized access to or use of such information.

7. It is expressly agreed and understood that, in the performance of his or her services under this Agreement, Appraisal Associate is not to be treated or otherwise considered as an employee of the Appraisal Manager with respect to such services for federal tax purposes, or for any other tax purposes. It is further agreed and understood between the parties that the Appraisal Manager WILL NOT withhold or pay on behalf of the Appraisal Associate any amounts relating to federal, state and local income taxes, unemployment compensation, workers' compensation or any other employer liability or responsibility. Appraisal Associate agrees and understands that he or she is solely responsible for the timely reporting and payment of all income taxes and other governmental liabilities resulting from the performance of his or her services hereunder, which responsibility is not borne nor shared by the Appraisal Manager in any manner whatsoever.

8. Appraisal Associate shall provide, at his/her own expense, all resources necessary to perform as required under this Agreement. Appraisal Manager shall not be liable to Appraisal Associate for any expenses incurred by him/her, except as may be specifically provided for in an engagement letter.

9. Check one:
 - a. Appraisal Associate shall maintain errors and omission insurance in good standing at all times on a claims made basis with a minimum liability coverage of \$ _____ per occurrence and an aggregate coverage of \$ _____ and provide proof of same to Appraisal Manager.

 - b. Appraisal Manager shall maintain errors and omissions insurance coverage covering the work performed by Appraisal Associate hereunder, such coverage to be on a claims made basis with minimum liability coverage of \$ _____ per occurrence and an aggregate coverage of \$ _____. Appraisal Associate shall or shall not be required to reimburse Appraisal Manager for his or her proportionate share of the cost of such coverage during the term hereof as follows: _____

10. Appraisal Associate will indemnify and hold harmless Appraisal Manager from any loss, liability or expense as a result of personal injury or damage to property occurring or alleged to have occurred in connection with his/her performance of an appraisal on behalf of Appraisal Manager.

11. Appraisal Associate shall furnish an automobile at his/her sole expense when one is necessary to carry out the duties of the Appraisal Associate under the terms of this Agreement. Appraisal Associate shall at all times carry liability insurance on his/her automobile in a form and provided by an insurer acceptable to the Appraisal Manager, with such insurance having minimum limits of \$_____ for each person and \$_____ for each accident, with a property damage limit of not less than \$_____.
12. Appraisal Manager and Appraisal Associate intend that all content provided by Appraisal Associate in furtherance of the services hereunder, including but not limited to, written descriptions, remarks, narratives and all other copyrightable elements of an appraisal submitted by Appraisal Associate to Appraisal Manager (the "Appraisal Content") shall be the property of Appraisal Manager. To the extent permitted under applicable law, all Appraisal Content shall be considered a Work Made For Hire (as such term is defined under the Copyright Act, 17 U.S.C. Section 101 and following, as amended) by Appraisal Associate for Appraisal Manager and as such shall be exclusively developed for the benefit of and owned by Appraisal Manager. Appraisal Manager shall maintain all records as required by applicable regulations and make such records available to Appraisal Associate upon request for any proper purpose.
13. This Agreement may be terminated by either party, with or without cause, at any time, upon _____ days notice given to the other. The rights of the Appraisal Associate to any fees which were earned prior to notice of termination shall not be divested by the termination of this Agreement.
14. Appraisal Associate shall not, either during or after the termination of this contract, use to his/her own advantage, or the advantage of any other person or corporation, any information that is, or should reasonably be understood to be, confidential or proprietary to Appraisal Manager. "Confidential or proprietary information" shall include, but not be limited to: (a) customer lists and prospective customer lists; and (b) information regarding Appraisal Manager's services, pricing, marketing plan(s) and/or business plan(s).
15. During the term of this Agreement and for _____ months after the termination of this Agreement, Appraisal Associate may not: (a) provide proposals or appraisal services to any of Appraisal Manager's customers or prospective customers; or (b) solicit or attempt to solicit any of Appraisal Manager's customers or prospective customers.
16. This Agreement shall be construed in accordance with the laws of the State of Michigan.

