

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.

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NAME OF INDEPENDENT

CONTRACTOR: _____

ADDRESS / P.O. BOX: _____

CITY: _____, **STATE:** _____ **ZIP:** _____

SIGNATURE OF

INDEPENDENT CONTRACTOR: _____ **DATE:** _____

STATE OF ARIZONA

AGENCY: _____ **AGENCY#:** _____

ADDRESS: _____

CITY: _____, **STATE:** _____ **ZIP:** _____

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