

Independent Contractor Agreement

Appraisal / Valuation

This agreement made and entered by and between CMS Property Services, Inc. (company) and _____ (Independent Contractor Appraiser/Real Estate Broker).

- (1) All payments for services performed by the independent contractor are based on a "per file" basis and not the number of hours worked.
- (2) The Independent Contractor understands that he/she is engaged as an independent contractor with CMS Property Services, Inc. and is not considered and will not be treated as an employee.
- (3) The Independent Contractor is to be paid on an agreed commission per assignment based on his/her gross work product output, if any **without** deductions for taxes, which commission shall be directly related to work product output.
- (4) The Independent Contractor shall not receive **any** payment related to the number of hours worked.
- (5) The contractor understands an invoice must be submitted by the 5th of the month for any work completed in the pervious month. Payment is made once per month on or around the 15th.
- (6) The Independent Contractor shall be permitted to work any hours he/she desires. However, if work distributed to the independent contractor is **not** performed within a **reasonable** time frame using the utmost due diligence at an adequate level of performance as determined by CMS Property Services, Inc. this independent contract agreement may be terminated immediately and payment withheld. Which includes, but is not limited to unscrupulous activity, overvaluation techniques or negligence on his/her behalf.
- (7) The Independent Contractor shall be permitted to work out of his/her own office or home office.
- (8) The Independent Contractor is free to engage in outside employment
- (9) APPRAISER ONLY: The Independent Contract Appraiser is bound by USPAP and its bylaws to determine the most probable value for the property being appraised and not by any such regulations or guidelines from CMS Property Services, Inc.
- (10) The Independent Contractor agrees that he/she shall pay **ALL** of his/her own expenses, including automobile, travel, entertainment and other (undefined) expenses associated with the Independent Contractor's work.
- (11) Either party upon notice being given to the other party can terminate this contract.
- (12) The Independent Contractor agrees and understands that CMS Property Services, Inc. is **NOT** responsible for the payment of Federal Tax, Social Security Tax, State Income Tax, Workers' Compensation Taxes, any Unemployment Taxes or any other taxes on the behalf of the Independent Contract Appraiser.
- (13) Under no circumstances is the contractor permitted to contact the client indicated in the order as there is a mutual understanding that you are a contractor of CMS Property Services, Inc. and not the client. All questions regarding open orders shall be directed to your assigned vendor manager.
- (14) The contractor must keep confidential information secure and is not permitted to engage in competitive practices, including sales or marketing activities directed towards any of the client's affiliated with CMS Property Services, Inc.

In consideration the Independent Contractor agrees to provide the highest quality work of his/her ability and complete each assignment within the time frames designated by the CMS Property Services, Inc (company) and its clients.

The parties execute this agreement this _____ day of _____, 20_____.

Independent Contractor

Company Representative

Print Name: _____

Print name: _____

Signature: _____

Signature: _____



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