

INDEPENDENT CONTRACTOR AGREEMENT



I _____ (independent contractor's printed name) am an independent contractor providing child care services for clients of Breckhorn, Inc., a Colorado corporation doing business as Resort Sitters. Breckhorn, Inc. and Resort Sitters are referred to as "BI/RS" in the rest of this agreement. I understand and agree to the following:

1. I am a self-employed independent contractor and not an employee of BI/RS. BI/RS may contact me when they have a child care appointment for one of their clients. I will decide if I want to accept the appointment. I am not required to accept child care appointments exclusively from BI/RS. I may accept appointments from other child care scheduling companies, or with my own clients as long as they are not already clients of BI/RS.
2. I am an experienced child care provider. I must meet certain qualifications to be offered appointments with BI/RS clients, but I understand that BI/RS will not train me regarding child care. BI/RS may provide general guidance for the performance of my independent contractor obligations, but I maintain the right to control and direct the details of how I perform each child care appointment I accept. I set my own child care schedule. I will provide my own child care supplies and be responsible for my own expenses.
3. BI/RS will not pay me a salary or provide other benefits. I will accept payment directly from BI/RS clients. In the event that a client pays the entire babysitting fee to BI/RS, I will accept my independent contractor payment in the form of a BI/RS check. If I have a trade or business name, BI/RS may issue any amounts due me payable to my trade or business name. I will comply with the basic qualifications and performance standards established by BI/RS for independent contractors. I will pay any money owed to BI/RS at least once per calendar month. If I am current on payments to BI/RS and appointment reporting, BI/RS will pay any independent contractor payments owed to me at least twice per calendar month. Independent contractor payments related to client credit cards are owed after funds have been received by BI/RS.
4. **I understand that I am not entitled to workers' compensation benefits and that I am personally obligated to pay federal and state income tax on any moneys earned pursuant to my contract with BI/RS.** I am responsible for paying my own self-employment tax pursuant to the Self-Employment Contributions Act. BI/RS is not responsible for withholding any amounts for federal or state income tax, Social Security, Medicare, FICA, unemployment or similar liabilities. BI/RS may provide me with an I.R.S. Form 1099 but BI/RS will not provide me with an I.R.S. Form W-2.

independent contractor's initials: _____



5. I am a self-employed independent contractor. I want to be an independent contractor, not an employee, to have the benefits of controlling the details of my work, setting my own schedule, deciding which appointments I accept, retaining the right to have my own babysitting clients and to accept appointments from other babysitting referral agencies, and other benefits. I am not covered by BI/RS workers' compensation insurance or benefits for on-the-job injuries. I am not covered by BI/RS unemployment insurance or benefits. I am not covered by BI/RS liability insurance. As a self-employed independent contractor, I may obtain workers' compensation, unemployment, liability and/or any other type of insurance at my own expense.

(Independent Contractor Signature)

STATE OF COLORADO
COUNTY OF _____

This document was subscribed and sworn before me on _____ [date]
by _____ [printed name of independent contractor].

[Notary Seal, if any]:

(Signature of Notarial Officer)

Notary Public for the State of Colorado
My commission expires: _____