



## **INDEPENDENT CONTRACTOR AGREEMENT**

Please mark the required documents

- Independent Contractor Agreement
- W-9 Form (Request for Taxpayer Identification Number and Certification)
- Background Check Authorization Form (Including a Copy of Driver's License)
- SAM.GOV check
- References
- Certificate of Insurance
- Confidentiality Agreement



*Creating Opportunities. Enriching Lives.*

### **Confidentiality Agreement**

Due to the nature of many of Hilltop Community Resources, Inc. programs, we require the suppliers who visit our locations to sign an agreement of confidentiality. The purpose of this agreement is to protect the safety and privacy of our clients and staff. By signing this agreement, you are obligating you and your company or organization to the following:

1. Not to reveal the names, identities and locations of our clients and employees.
2. To hold in confidence any and all documents and/or proprietary information received from any property and/or programs owned or operated by Hilltop Community Resources, Inc.
3. Upon request, identify yourself and the company you represent. If you are unable to satisfactorily identify yourself, you will be required to leave the premises
4. This agreement is good for all properties and programs owned or operated by Hilltop Community Resources, Inc.
5. Failure to abide by this agreement can lead to termination of current and future business activities without penalty to Hilltop Community Resources, Inc. regardless of prior contractual obligation.

Company \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**BACKGROUND CHECK AUTHORIZATION**

Applicant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number & State: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

I, [Contractor's Name], authorize [Client's Name] or its authorized agent to conduct a background check, including but not limited to:

- Criminal record history
- Identity verification
- Employment and contract history
- Professional license verification (if applicable)

I understand that the information obtained may be used to determine my suitability for contract work. I release [Client's Name] from any liability arising from the results of this background check.

Additionally, I have attached a copy of my driver's license for identity verification.

Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ (Business) and \_\_\_\_\_ (“Contractor”), for the purpose of setting forth their understanding and agreement regarding services to be provided by Contractor and its employees to Business.

Recitals

- A. Business has a business that \_\_\_\_\_.
- B. Contractor is \_\_\_\_\_.

WHEREFORE, it is agreed as follows:

Terms and Conditions

1. Term of Contract. This Agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_, at which time the Agreement will expire and the relationship shall terminate, unless the parties enter into another written contract signed by both parties.

2. Services to be Performed by Contractor. The services to be performed by Contractor under this Agreement are as follows: \_\_\_\_\_. The fee for such services shall be \_\_\_\_\_, which amount will not be subject to employment withholdings.

3. Payment for Services. Business agrees to pay Contractor for the services provided under this Agreement within \_\_\_ days of receipt by Business of Contractor’s statement for services performed. No other fees and/or expenses will be paid to Contractor by Business unless fees and/or expenses have been approved in advance and in writing by Business. Contractor shall otherwise be responsible for all such expenses incurred by Contractor, its employee, etc. in the performance of services under this Agreement.

4. Status. The parties understand and agree that the relationship of Contractor to Business is that of independent contractor and not of employee/employer. Further, the parties understand and agree that the relationship of the employee assigned by Contractor to perform services for Business is that of independent contractor and not of employee/employer between Contractor’s employee and the Business. The parties agree that they rely on the following statements in entering into this independent contractor agreement. The parties agree that:

- a. Contractor is engaged in an independent business, occupation, etc. from Business. Additionally, Contractor is free from control and direction by Business in the performance of these services, though Business will have the right to direct Contractor’s employee during the performance of work for Business. Contractor and Business collectively agree that the parties both intend for this relationship to

be that of an independent, that Contractor desires to be in an independent contractor agreement with Business, and that Contractor is aware that it could negotiate with Business to provide the services identified under this Agreement as an employee, but that Contractor desires the Agreement and the relationship to be that of an independent contractor.

b. Contractor represents that Contractor has filed a trade name affidavit and/or registered Contractor's business with the State of Colorado and that Contractor is entitled to operate under the business name stated in this Agreement under the laws of the State of Colorado. If Contractor has not filed a trade name affidavit or filed with the State of Colorado under a business name that is because Contractor desires to conduct Contractor's business under Contractor's own name without registering it as a trade name. See C.R.S. § 7-71-101. Contractor further represents that Contractor has performed work for other organizations that are in the same industry as Business and/or that Contractor expects to perform work for other organizations in the same industry during the term of this Agreement and/or that Contractor is consistently makes efforts to seek out work from other organizations. Contractor and Business each understand that Contractor is free to provide the services covered by this Agreement to other individuals and businesses and is not required to work exclusively for Business. Business does not require Contractor or its employees to work exclusively for the person for whom services are performed.

c. Contractor and Business each understand that Contractor is free to provide the services covered by this Agreement to other individuals and businesses and is not required to work exclusively for Business. Business does not require Contractor or its employees to work exclusively for the person for whom services are performed.

d. Business relies upon Contractor's, and its employee's, expertise and experience in performing the services covered by this Agreement and shall not instruct nor train Contractor or its employee in how to perform such services, except to the extent required by law.

e. Contractor bears the risk that monies paid by Business to Contractor pursuant to this Agreement may be insufficient to cover Contractor's costs in performing services under the Agreement and that Contractor may enjoy a profit or suffer a loss in performing this Agreement;

f. Contractor is responsible for paying for its expenses in the performance of this Agreement.

g. Business shall provide no employee-type benefits to Contractor or Contractor's employee.

h. Business does not establish a quality standard for Contractor or Contractor's employee.

i. Neither party will terminate the work during the Agreement period unless the other party violates the terms of the contract or fails to produce a result that meets the specifications of the contract.

k. Business does not provide more than the minimal training for Contractor, its employees, or its contractors.

l. Business does not provide tools or benefits to Contractor.

m. Business does not dictate the time of performance; except that a completion schedule and a range of mutually agreed work hours may be established.

n. Business and Contractor do not combine their business operations in any way. But instead each maintains such operations as separate and distinct.

**o. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS UNLESS PAID FOR BY CONTRACTOR. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP AND SHALL HOLD BUSINESS HARMLESS FROM ANY LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO FULFILL THESE OBLIGATIONS WITH RESPECT TO THIS AGREEMENT.**

p. Contractor is free to employ other individuals skilled in providing the services covered by this Agreement in order to satisfy Contractor's obligations hereunder. However, in such event, the individuals shall be treated as Contractor's employees and not as the employees of Business. Contractor shall comply with all federal and state tax laws, unemployment tax laws, workers' compensation laws, wage and hour laws and any other federal or state laws governing the employer/employee relationship. Contractor agrees to provide to Business proof of workers' compensation coverage for such employees and for Contractor upon request of business. Contractor, though, does not have the right to assign this Agreement to other independent contractors.

6. State Law. This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any litigation which may arise out of this Agreement shall be in Colorado and, if only state claims are involved, in the County where the main office of Business is located.



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they