

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is entered into this _____ day of _____, 20_____.

WHEREAS, the Company is in the business of operating agri-business and/or farm cooperatives; and

WHEREAS, the Company wishes to contract with the Independent Contractor to perform, in whole or in part, certain services including, but not limited to, construction, maintenance, repairs and other services and operations (“services”) as necessary; and

WHEREAS, the Independent Contractor wishes to perform such services.

IT IS THEREFORE, agreed by and between the Parties.

1. Definitions.
 - A. The term “Company” shall refer to NEW Cooperative and any affiliated entity.
 - B. The term “Independent Contractor” shall refer to _____
 - C. The “Parties” shall refer to Company and Independent Contractor, collectively.
2. Maintenance of Vehicles, Equipment, Tools and Other Materials necessary to perform services as described above. Independent Contractor shall be solely responsible for the maintenance of the above-described items used by the Independent Contractor or the Independent Contractor’s employee(s) or other personnel provided either directly or indirectly by the Independent Contractor in the performance of any and all services on behalf of the Company.
3. No obligation to Provide Projects or Work. It is expressly agreed and understood that the Company has no obligation to provide Independent Contractor with a certain number of projects or work on either an annual, seasonal or other basis. The Company may contract Independent Contractors at its discretion for purposes of performing projects or work subject to availability and need.
4. Operating Costs. Independent Contractor shall be solely responsible for any of the Independent Contractor’s operating costs (as well as any costs of any associated tools, vehicles and/or equipment; including, but not limited to, fuel, repairs, supplies, collision, general liability, automobile liability and workers’ compensation insurance, and personal expenses for the Independent Contractor while performing work on behalf of the Company.
5. Certificates of Insurance and Additional Insured Endorsements. Independent Contractor shall provide to Company certificates of insurance for Independent Contractor’s general liability, automobile liability, worker’s compensation and collision coverage. Independent Contractors shall procure general liability and automobile liability coverage with limits not less than those enumerated in Addendum A, and such policy(ies) shall identify Company as an additional insured.
6. Personnel. Independent Contractor shall be solely responsible for supplying and paying for the necessary personnel to complete projects and work on behalf of Company. Any such personnel shall be considered either the employees or subcontractors solely of the Independent Contractor.
7. Compensation. Independent Contractor shall be paid at an agreed upon rate (i.e. hourly, per bid, or flat rate), to be determined prior to the commencement of any project or work on behalf of Company.
8. Method and Manner of Work. The Independent Contractor shall control the method and manner of the Independent Contractor’s work, including the work of any of the Independent Contractor’s employees or subcontractors. The Independent Contractor shall have the right to determine the details and means of performing the services, in conformance with all federal, state and local regulatory requirements, operating rules and procedures of the Company and specifications of the Company. Independent Contractor further agrees

to conform to and abide by the Company's rules, regulations, safety standards and other requirements as imposed by the company.

9. Applicable Law and Independent Contractor-Company Status. This Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance. The Parties intended to create by this Agreement the relationship of employer/employee relationship. Neither Independent Contractor nor any of its employees, helpers, or subcontractors are to be considered employees of Company. The parties herein are not agents of each other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided.
10. Obedience of the Law. Independent Contractor agrees to perform all services on behalf of the Company in obedience of all federal, state or local laws and/or regulations. The Independent Contractor is solely responsible for all fines which may be incurred by the Independent Contractor and/or any of the Independent Contractor's employees, subcontractors and/or other personnel provided directly or indirectly by the Independent Contractor.
11. Subcontracting. Should the Independent Contractor deem it necessary to subcontract any work which is the subject of this Agreement, Independent Contractor shall require each subcontractor to execute separately this Agreement. Further, upon completion of any project or work which is the subject of this Agreement, Independent Contractor shall obtain from each and every subcontractor a signed waiver(s) of mechanic's lien(s).
12. Taxes. Independent Contractor shall be solely responsible for paying and deducting all lawful self-employment payroll and unemployment taxes and shall indemnify, hold harmless and defend the Company for any such taxes sought to be recovered from the Company.
13. Termination of Relationship. Nothing in this Independent Contractor Agreement shall be construed as constituting a commitment, guarantee or agreement of any kind or nature that the Company shall continue to hire the Independent Contractor for any definite period of time.
14. Headings. The headings and other captions in this Independent Contractor Agreement are for convenience and reference only and shall not be used in interpreting or construing any of the provisions of this Independent Contractor Agreement.
15. Severability. The provisions of this Independent Contractor Agreement shall be deemed severable and the invalidity or unenforceability of any one or more the provisions (or any part thereof) of this Independent Contractor Agreement shall not affect the validity and enforcement of the other provisions (or any other part thereof).
16. Entire Agreement. This Independent Contractor Agreement contains the entire agreement by and between the Parties with respect to the subject matter herein, and no representations, promises, agreements, or understandings, written or oral, not contained in this Independent Contractor Agreement shall be of any force or effect.
17. Amendment and Waiver. This Independent Contractor Agreement may not be waived, modified or supplemented except in writing signed by the authorized representatives of the Parties.
18. This Independent Contractor Agreement shall be in full force and effect for a period of one (1) year from the date of its execution and shall renew automatically after the expiration of such period, unless either party to this agreement provides thirty (30) days' notice of the party's intent not to renew.

Independent Contractor

NEW Cooperative, Inc.

By: _____

By: _____



REV: February 2017

Insurance Minimum Requirements for Non-Hazardous Materials Transportation for

NEW Cooperative, Inc.

Commercial General Liability (occurrence Form ISO CG0001 or equivalent)

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- **NEW Cooperative, Inc.** shall be added as an Additional Insured using the recently approved form ISO CG 2010 or equivalent. Additional Insured status shall also be granted to **NEW Cooperative, Inc.** for products and completed operations using the most recently approved form ISO CG 2037 or equivalent.
- Contractor’s policy shall be primary and non-contributory over **NEW Cooperative, Inc.**
- Policy shall include an exception to the “pollution exclusion” for release of non-hazardous materials. *

Commercial Auto Liability (ISO CA0001 or equivalent)

Combined Single Limit- per accident	\$1,000,000
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- Liability Coverage shall apply to all owned, hired and non-owned autos (if applicable).
- Liability Coverage shall contain the following endorsements:
 1. CA 2048 Designated Insured (most recent approved edition) or equivalent naming **NEW Cooperative, Inc.** as Designated Insured.
 2. ISO CA9948 Broadened Pollution endorsement (most recent approved edition or equivalent).
 3. MCS90 (if applicable).
- Truckers Endorsement 2320 or equivalent.
 1. Coverage shall include Trailer Interchange equal to the value of any insured leased trailer (if applicable).
 2. Motor truck cargo limit equal to the maximum shipped value.

Workers Compensation and Employer’s Liability- As required by State Statute

Workers’ Compensation	State Statutory Limits
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Employer’s Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

- Coverage shall contain the Waiver of Our Right to Recover from Others WC0003313- in favor of **NEW Cooperative, Inc.**
- (Iowa Only) If Independent Contractor is performing work as a sole proprietor, partnership, or LLC member, proof of the Election of the Iowa Coverage or Non-Election must be provided.

Umbrella Liability

Each Occurrence and Aggregate- Minimum	\$1,000,000
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General

1. All required coverage shall include a Waiver of Subrogation in favor of **NEW Cooperative, Inc.**
2. Coverage must be placed with an insurance company with a current minimum A.M. Best rating of A-,
3. **NEW Cooperative, Inc.** shall be notified 30 days in advance of cancellation, non-renewal or material change in above coverage.
4. Financial Size Category VII or better.