**This sample agreement is for education and discussion only.**

**California Appraisal LLC.**

[Simplified Sample] Appraisal Services Independent Contractor Agreement

Jane Doe Appraiser

This Appraisal Services Independent Contractor Agreement (“Agreement”) is entered into by and between [California Appraisal LLC, a California limited liability company] (“California Appraisal”) and Jane Doe (“Jane” below). The Agreement will be binding and effective upon [omitted from sample agreement] (this date of acceptance will be referred to as the “Effective Date”).

California Appraisal and Jane agree and, with respect to any information about themselves, represent to each other:

A. California Appraisal is a limited liability company that provides real estate appraisal services to third-party customers and that contracts with other independent real estate appraisers and their firms to assist in the provision of such services.

B. Jane is a certified or licensed real estate appraiser licensed by the California Bureau of Real Estate Appraisers (“BREA”) and provides professional appraisal services.

C. As an independent contractor, Jane desires to provide appraisal services to California Appraisal under the terms and conditions of this Agreement and in accordance with all requirements for legally proper classification as an independent contractor under California law, including California Labor Code section 2778and related or similar statutes.

D. Neither California Appraisal nor Jane intend or desire to create any employment or employee relationship between each other.

Accordingly, California Appraisal and Jane agree that Jane will provide professional appraisal services to California Appraisal on the following terms and conditions:

1. **General Nature of Jane’s Services to California Appraisal.** [Omitted from sample agreement.]

2. **Payment of Appraisal Fees.** [Omitted from sample agreement.]

3. **Jane’s Responsibilities and Representations to California Appraisal.** Jane agrees and represents that:

a. **License or Certification.** Jane will maintain current licensing or certification as an appraiser with BREA, or with the applicable state appraiser licensing authority if the assignment involves a property outside California, and as required for the type of Appraisal Request at all times that Jane is performing appraisal services under this Agreement.

b. **Compliance with Standards and Laws.** The appraisal services contracted under this Agreement will be performed in conformity with the Uniform Standards of Professional Appraisal Practice (“USPAP”), the Appraisal Independence Requirements of the Dodd-Frank Act (if applicable), and any other applicable laws, regulations and guidelines pertaining to professional appraisal services for each assignment.

4. **Jane’s Contracting Relationship with California Appraisal.** Jane and California Appraisal acknowledge and agree that this Agreement is between independent contracting parties. The parties intend this Agreement to create the relationship only of independent contractors and not that of employer and employee.

Jane and California Appraisal agree and represent to each other that the contracting relationship between them is consistent with the criteria described below in this section 4 and that they will continue to maintain their contracting relationship in a manner that is consistent with these criteria for the duration of the Agreement. If Jane discovers or believes at any time in the future that any of these criteria are not being met, Jane agrees to inform California Appraisal immediately and cooperate with California Appraisal in resolving the issue. Jane and California Appraisal desire to remain independent contractors to each other.

a. **Business and Work Location.** Jane maintains and will continue to maintain her own business location, which may include a residence, that is separate from California Appraisal’s business location(s) and will perform the appraisal services contracted under this Agreement at Jane’s own business location or other work locations separate from any business location(s) of California Appraisal.

b. **Responsibility for Required Business Licenses or Tax Registrations.** If Jane is required by law, regulation or ordinance to have a business license or business tax registration in any city, county or other jurisdiction to perform the appraisal services contracted under this Agreement, Jane agrees and represents to obtain and continue to maintain any such required business licenses or business tax registrations for the duration of this Agreement, for as long as the license or registration is legally required. Jane will provide evidence of such licenses or registrations to California Appraisal. If a business license or tax registration is not required in an applicable jurisdiction, Jane will provide documentation substantiating that no such license or registration is required (such as a printout or link to local business license requirements).

c. **Negotiation of Appraisal Rates/Fees.** Regardless of whether an Appraisal Request may offer an appraisal fee for a specific assignment, Jane is free to negotiate different fees for appraisal services in any Appraisal Request, to inform California Appraisal that an offered fee is not acceptable, and/or to decline any Appraisal Requests.

d. **Days and** **Hours of Work.** Jane is free to set the days and hours for performing appraisal services contracted under this Agreement, consistent with the nature of such appraisal services in terms of setting appropriate times for inspection of subject properties and similar activities and consistent with meeting agreed completion dates for Appraisal Requests.

e. **Offering Services to Other Parties.** Jane understands and agrees that Jane is free, and expected, to offer professional appraisal services to parties other than California Appraisal and will be available to the public in general to perform such services.

f. **Appraiser Is** **Free from the Control and Direction of California Appraisal.** California Appraisal does not and will not control or direct performance of the appraisal services rendered by Jane. Jane is solely responsible for determining the manner and means in which Jane performs the contracted appraisal services in compliance with USPAP, in accordance with applicable laws, regulations and guidelines, and in satisfaction of industry-standard service level standards implemented by California Appraisal.

g. **Appraiser Is Responsible for All Resources Necessary to Perform the Appraisal Services.** Jane is solely responsible for providing the resources needed to perform the appraisal services contracted under this Agreement, such as licenses, computer equipment, software, phones and phone service, transportation, data subscriptions and insurance, and is solely responsible for the costs and expenses associated with such resources; provided, that, California Appraisal and Jane may agree to specific terms pertaining to CoStar data access.

5. **Confidentiality and Privacy.** [Omitted from sample agreement.]

6. **Ownership and Use of Work Product; Recordkeeping.** [Omitted from sample agreement.]

7. **California Appraisal’s Proprietary Information.** [Omitted from sample agreement.]

8. **Professional Liability (E&O) Insurance and Responsibility for Services.** Jane shall at all times during the term of this Agreement maintain professional liability insurance (“E&O Insurance”) covering damages arising from appraisal services performed under this Agreement. Such E&O Insurance shall have a minimum liability limit of $[xxx] per claim. Upon request, Jane shall provide to California Appraisal or its authorized representatives evidence of such insurance in satisfactory form. Jane understands that Jane bears responsibility and liability for Jane’s own acts, omissions and conduct in the performance of services under this Agreement.

9. **Tax Filings.** Jane acknowledges and agrees that California Appraisal will not withhold any taxes, income or otherwise, from payments to Jane and that Jane will be required to file corporate, partnership, and/or individual tax returns and to pay taxes in accordance with applicable federal, state and local laws.

10. **Term and Termination.**

1. **Term.** The initial term of this Agreement begins on the Effective Date and will automatically renew on the first day of each month on a month-to-month basis until either party terminates the Agreement by providing the other party with at least twenty-eight (28) days written notice of the party’s intent not to renew this Agreement.
2. **Survival.** Sections 1, 4, 5, 6, 7, 9, 10 and 11 shall survive any termination or expiration of this Agreement.
3. **Effect of Termination.** [Omitted from sample agreement.]

11. **General Provisions.** The following general provisions apply to this Agreement and are no less important than any other provisions in this Agreement:

a. **Non-Assignability.** Jane may not assign this Agreement without the written consent of California Appraisal.

b. **Headings.** Headings in this Agreement are for convenience only, are not part of the Agreement, and should not be used to interpret the Agreement.

c. **Invalidity or Unenforceability.** The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

d. **Waiver.** No change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach.

e. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall continue in force until terminated in writing by either of the parties. This Agreement may be terminated by either of the parties, with or without reason, upon written notice.

f. **Prior Agreements Superseded.** This Agreement supersedes any and all prior agreements, service level agreements or contractor agreements between Jane and California Appraisal.

By executing this Agreement, Jane and California Appraisal represent that all statements and representations made in this Agreement are true and correct.

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| **Acceptance by Jane Doe** |
| Date |  |
| Signature |  |
| Name | Jane Doe |

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| --- |
| **Acceptance by California Appraisal LLC** |
| Date  |  |
| Signature of Authorized Person  |  |
| Name |  |
| Position or Title |  |