



## **INDEPENDENT CONTRACTOR AGREEMENT**

Welcome, and thank you for choosing to work with Mason Catastrophe Claim Services, Inc. (hereinafter "Mason"). For your convenience we have compiled sample forms, reports and instructions in our Claim Management System, which you are required to utilize. All information pertaining to Mason and Mason clients is confidential. Your work product, while assigned to Mason, is the property of Mason and you agree not to divulge any information pertaining to that work product, Mason, Mason clients and all related information without written authorization by Mason.

All Mason catastrophe adjusters are independent contractors and by accepting this agreement you are acknowledging your status as an independent contractor. The services that you will provide for Mason will require a high degree of specialized skill and the exercise of discretion and independent judgment on your part. You will be expected to provide a high quality work product without close direct supervision on the part of Mason.

As an independent contractor, you will be expected to pay for your own equipment, lodging, meals and any other expenses incurred. You will not be eligible for any benefit plans (i.e. pension, health insurance, etc.) that are made available by Mason for its staff employees. It is recommended that you protect yourself with health and accident, liability, and errors and omissions insurance. However, these contracts are not required by Mason and as such the premiums will not be paid or reimbursed by Mason. You will also not be subject to any policies and/or procedures that are generally applicable to Mason staff employees.

By acknowledging or signing this agreement, you acknowledge that payment for your services as an independent contractor will not be tendered prior to Mason's receipt of full payment from the insurance carrier.

It is understood and agreed that as an independent contractor, you may be temporarily engaged by Mason to work particular catastrophe sites at the discretion of Mason. The duration of a temporary assignment will vary depending upon the severity of the catastrophic event, the number of claims produced by the event, and the staffing needs of Mason. Due to the demanding and time-sensitive nature of catastrophe adjusting, you may not work for any other adjusting service or carrier while on temporary assignment for Mason. Losses assigned to you may not be reassigned in part or in whole to anyone without written approval by Mason.

However, during any time when you are not on temporary assignment for Mason, you are free to engage in other business and employment pursuits so long as those activities do not conflict in any respect with your obligations to Mason and such pursuits will not impair your eligibility for future temporary engagements for Mason.

Nothing in this agreement limits Mason's ability to terminate its engagement for your services at any time before, during or after an assignment. Likewise, nothing in this agreement obligates Mason to offer temporary engagements to any independent contractor on an ongoing basis.

Non-compliance with any of the conditions and requirements of this document constitutes grounds for immediate termination of the independent contractor relationship and/or forfeiture of any holdback monies that may be due.



## **BACKGROUND CHECK POLICY**

Mason Catastrophe Claim Services will conduct a background check on all staff and independent adjusters prior to deployment. The background check will be conducted using the services of TRAK-1. Trak -1 is a full service background screening company specializing in the accumulation and distribution of public records. Trak-1 was founded in March of 1997 with its corporate offices located in Houston, Texas.

All independent adjusters will be required to complete an authorization form allowing Mason to conduct the background check. Upon receipt of the authorization the background check will be completed. Any findings will be discussed with the adjuster to verify their validity. All information will remain confidential but may be shared with the carrier desiring to deploy the adjuster.

Any verified felony convictions will eliminate the adjuster from deployment. Any exceptions to this policy must be approved by the President of Mason Catastrophe Claim Services, Inc in coordination with insurance carrier management.

## **DISCRIMINATION/HARASSMENT POLICY**

Our non-discrimination policy clearly states our goal of an inclusive and nondiscriminatory work environment in which all employees are valued and empowered to succeed.

An employee or qualified applicant will not be discriminated against because of his or her race, color, national origin or citizenship status, creed, religion, religious affiliation, age, sex, marital status, sexual orientation, gender identity, disability, veteran status or any other protected status. These factors do not affect our decisions about any aspect of a person's employment or our decisions about applicants for employment.

Mason Catastrophe Claim Services, Inc. also has a harassment-free workplace policy, which prohibits sexual harassment as well as any other form of harassment.

All individuals performing work and/or services for Mason Catastrophe Claim Services are responsible for maintaining workplace environments free of *discrimination, harassment and retaliation*.

Company officers, directors, managers, team leaders and administrative personnel shall maintain *non-discrimination, non-harassment* and *non-retaliation* in company employment, services, and telecommunications. All individuals performing services for Mason are responsible for creating a working environment for all employees, free from harassment or discriminatory practices.

Company officers, directors, managers, team leaders and administrative personnel must consider any employee information, even if it is given in confidence, as a complaint and act accordingly.



**DRESS CODE**

The Mason Catastrophe Claim Services, Inc. dress code is designed to project a competent and professional image. Mason employees and independent contractors will be representing Mason and the insurance carriers who have contracted our services. First impressions are very important in the insurance industry. Your appearance must communicate that you are a capable professional adjuster.

You must maintain a well groomed appearance at all times. You must wear appropriate work attire to include safe climbing shoes. Blue jeans and shorts are inappropriate at the CAT site or a policyholder's home. Dockers style or khaki pants are recommended. You may wear shirts, caps and jackets provided by the insurance carrier. You may not wear any gear that advertises any other products or services. You may not have tattoos that extend above the collar line or unusual facial piercing. We strongly recommend that men not wear earrings.

Do not wear any Mason or carrier apparel to any activity that is not business related, i.e. bars or nightclubs. Do not have a weapon of any type in your possession while at Mason or carrier CAT sites or on a policyholder's property.

If you have any questions, please refer them to the Director of Human Resources at Mason Catastrophe Claim Services.

**DEPLOYMENT TERMS AND CONDITIONS**

*Please make sure you have read and understood the terms and conditions of your deployment(s) as outlined in the [Independent Adjusters Contract](#).*

Once you understand the terms and conditions, please acknowledge by checking the boxes below:

I, (***your name here***), have read, understand, and agree to the contract terms for my deployment to location:

Adjuster Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date \_\_\_\_\_