

## **INDEPENDENT CONTRACTOR AGREEMENT ASSISTANT RANGE MASTER**

This Independent Contractor Agreement (this “Agreement”) is made effective as of April 4, 2020, by and between the Northern Colorado Rod & Gun Club, P.O. Box 1298, Fort Collins, Colorado 80522, and Dean Sailer, an independent contractor.

In this Agreement, the party who is contracting to receive the services shall be referred to as “NCRGC” and the party who will be providing the services shall be referred to as “Independent Contractor.”

1. DESCRIPTION OF SERVICES. Beginning on April 4, 2020, Independent Contractor will provide the following services (collectively, the “Services”):
  - 1.1. Assist the NCRGC Range Master in charge of the ranges of the Club to include the construction, improvement, maintenance and supervision of their use.
  - 1.2. Ensure the cleanliness and aesthetics of the ranges with the help and oversight of the NCRGC Range Master and ensure the enjoyment and safety of those that utilize the ranges.
  - 1.3. Oversee six (6) range cleanups which typically fall on the first Saturday of each month or mid-week if special work days are needed.
  - 1.4. Oversee and assign tasks during the week to those that work regular jobs on Saturdays and request to help out during week.
  - 1.5. Oversee building and maintenance items at the discretion of the NCRGC Range Master.
  - 1.6. Advise the Range Master as to any materials needed (i.e., target stands for the Pistol Range, paint, shingles, gas for the mowers, etc.).
  - 1.7. Purchase supplies as directed by the NCRGC Range Master on a reimbursable basis providing original receipts are turned into the NCRGC Treasurer on at least a monthly basis.
  - 1.8. Provide information to the NCRGC Range Master as to possible projects that need to be done at the next range cleanup.
  - 1.9. Trim weeds along roadways, fences, etc. outside of scheduled range cleanups.
  - 1.10. Mow the large fields outside of scheduled range cleanups using provided equipment such as tractor, mowers, weed whackers, etc.
  - 1.11. Service and maintain equipment on a regular basis to ensure reliability and repair equipment as needed.
  - 1.12. Maintain a list of contractor information to be used for special projects.
  - 1.13. Monitor and enforce safety rules using non-confrontational means while at the range and report violators to the NCRGC Chief Range Safety Officer.
  - 1.14. Meet contractors at the range and help them to fulfill their responsibilities.
  - 1.15. Keep a contractor time log of services rendered and annotate the time spent on each major task. Update the contractor time log in real time using the online storage provided by NCRGC. Close out the contractor time log for the previous month within seven (7) days of the start of a new month. The NCRGC Range Master will review/approve the monthly contractor time log and the NCRGC Treasurer will process the contractor time log for electronic payment.

- 1.16. Communicate with the NCRGC Range Master on issues, concerns, resource needs, or questions that need to be addressed in a timely manner. The NCRGC Board of Directors will review the Independent Contractor's performance on an annual basis or more frequently, as needed.
  - 1.17. Additional assistance as needed and agreed to by both parties (e.g., attending NCRGC Board meetings).
2. **PAYMENT FOR SERVICES.** NCRGC will pay compensation to Independent Contractor for the Services at a contract rate of \$21 per hour. The Independent Contractor is obligated to pay all federal and state income taxes on any money earned pursuant to the contract. NCRGC will pay the Independent Contractor monthly with electronic checks payable to the trade or business name of the Independent Contractor. It is estimated that the Independent contractor will need to provide 40 hours of service per month (480 hours per year) based upon historical trends and the needs of the members and prospective members. The days leading up to monthly range cleanups are traditionally busy times for the Independent Contractor as are the spring and summer months.
  3. **TERM/TERMINATION.** The term of this Agreement is one year with optional one-year extensions based upon the approval of the NCRGC Board of Directors. Either party upon 30 days written notice to the other party may terminate this Agreement.
  4. **RELATIONSHIP OF PARTIES. It is understood by the parties that the Independent Contractor is not an employee of NCRGC. The Independent Contractor is not entitled to unemployment insurance or workers' compensation insurance. It is also understood that NCRGC does not:**
    - 4.1. **Require the Independent Contractor to work for it exclusively during the contract period; except that the Independent Contractor may choose to work exclusively for NCRGC for a finite period of time specified in the Agreement.**
    - 4.2. **Establish a quality standard for the Independent Contractor, except for plans and specifications regarding the work but cannot oversee the actual work or instruct the Independent Contractor as to how the work will be performed.**
    - 4.3. **Pay a salary or hourly rate but rather a fixed or contract rate.**
    - 4.4. **Terminate the work during the contract period unless the Independent Contractor violates the terms of the contract or fails to produce a result that meets the specifications of the contract.**
    - 4.5. **Provide more than minimal training for the Independent Contractor.**
    - 4.6. **Provide tools or benefits to the Independent Contractor except that materials and equipment may be supplied.**
    - 4.7. **Dictate the time of performance of the Independent Contractor, except that a completion schedule and a range of mutually agreeable work hours may be established.**
    - 4.8. **Pay the Independent Contractor personally but rather makes checks payable to the trade or business name of the individual.**
    - 4.9. **Combine its business operations in any way with the Independent Contractor's business, but instead maintains such operations as separate and distinct.**

5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, documents, products, or other information (collectively, the “Work Product”) developed in whole or in part by Independent Contractor in connection with the Services remains the exclusive property of NCRGC. Upon request, Independent Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of NCRGC to the Work Product.
6. **CONFIDENTIALITY.** Independent Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Independent Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to NCRGC, including but not limited to, membership information, waiting list information, financial disclosures outside the Board’s knowledge, etc. Independent Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Independent Contractor will return to NCRGC all electronic and paper records, notes, equipment, documentation and other items that were used, created, or controlled by Independent Contractor on behalf of NCRGC during the term of this Agreement.
7. **INJURIES.** Independent Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of itself and its employees, if any. Independent Contractor waives any rights to recovery from NCRGC for any injuries that it may sustain while performing services under this Agreement.
8. **INDEMNIFICATION.** Independent Contractor agrees to indemnify and hold harmless NCRGC from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against NCRGC as a direct result of acts, omissions, or negligence on the part of the Independent Contractor and its employees, if any.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties.
10. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason by a court of law, the remaining provisions shall continue to be valid and enforceable.
11. **APPLICABLE LAW.** The laws of the State of Colorado shall govern this Agreement.

**PARTY CONTRACTING SERVICES:**  
Northern Colorado Rod & Gun Club

**INDEPENDENT CONTRACTOR:**

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Brian Holder, President

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Dean Sailer