

INDEPENDENT CONTRACTOR AGREEMENT MEMBER SERVICES COORDINATOR

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 Leslie Shoecraft, 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. Maintain accurate and up to date records of membership and related membership information (i.e., NCRGC Membership List) in real time using online storage provided by NCRGC. Demonstrate self-motivation, energetic learning, good organization, ability to meet deadlines, ability to work in a collaborative team environment, and ability to work with volunteers (e.g., NCRGC Membership Committee & NCRGC Board of Directors).
 - 1.2. Assist members throughout the course of their membership (i.e., prospective members, joining, new member orientations, membership renewals, membership questions, etc.). Acknowledge receipt of communications from members and prospective members (e.g., email, voicemail, letter) in a timely manner (e.g., within one business day) and resolve/address the communication within one business week. Courtesy copy membership@ncrgc.org on all written communications. Demonstrate excellent written and verbal skills. Provide excellent customer service to members, NCRGC Membership Committee, and prospective members.
 - 1.3. Assist the NCRGC Secretary and NCRGC Treasurer with annual membership renewals and the issuance of membership credentials. Communicate via email and by letter (some members do not use email) with the membership 30 days prior to the start of the annual membership renewal period, verify renewal payments, correct member information, and update membership list of paid membership fees in real time using online storage provided by NCRGC. Remove expired memberships from the list after the renewal period has closed. Contact the NCRGC Membership Committee for any exceptions to this policy. Determine the number of openings and provide that information to the NCRGC Membership Committee within 5 days after the renewal period has closed. NCRGC prefers an electronic process for renewals and payments; however, some members may want to mail their completed application and payment or deliver it in person. Demonstrate flexibility in dealings with members and prospective members.
 - 1.4. Assist the NCRGC Secretary and NCRGC Treasurer with new memberships and the issuance of membership credentials with the goal of filling all openings within 21 days after the membership renewal period has closed. Notify prospective members; receive the completed application and payment; and schedule and attend new member orientations, as needed. Forward all payments by check to the NCRGC Treasurer. NCRGC prefers an electronic process for new memberships and payments. Some

members may want to mail their completed application and payment or deliver it in person. Demonstrate flexibility in dealings with members and prospective members.

- 1.5. 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 Secretary will review/approve the monthly contractor time log and the NCRGC Treasurer will process the contractor time log for electronic payment.
 - 1.6. Communicate with the NCRGC Membership Committee on issues, concerns, resource needs, or questions that need to be addressed in a timely manner. The NCRGC Membership Committee will review the Independent Contractor's performance on an annual basis or more frequently, as needed.
 - 1.7. Perform editor duties for the monthly NCRGC newsletter.
 - 1.8. Additional assistance as needed and agreed to by both parties (i.e., mailings, copying, scanning, attending NCRGC Board meetings, etc.).
2. **PAYMENT FOR SERVICES.** NCRGC will pay compensation to Independent Contractor for the Services at a contract rate of \$17 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 300 to 400 hours of service per year based upon historical trends and the needs of the members and prospective members. Membership renewals occur in July each year so the months leading up to and immediately following July are traditionally busy times for the Independent Contractor.
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: INDEPENDENT CONTRACTOR:
Northern Colorado Rod & Gun Club

Brian Holder, President

Leslie Shoecraft