



## Workers' Compensation Waiver / Sole Proprietor / Independent Contractor

This form is approved for ADOT USE ONLY. It is not intended for use by employers in the construction industry that use a contractor..

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), A.R.S. § 23-902 (C), (D), and A.R.S. § 23-961(M) that a "sole proprietor" or "independent contractor" relationship exists between the Arizona Department of Transportation (ADOT) and the "sole proprietor" or "independent contractor" signed below, here in after referred to together as the parties. The parties agree that the "sole proprietor" or "independent contractor" is independent of the "ADOT" in the execution of the work and not subject to the rule or control of the "ADOT" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "ADOT" only in effecting a result in accordance with the "ADOT" design(s). The parties also agree that the "ADOT" does not have the authority to supervise or control the actual work of the "sole proprietor" or "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "sole proprietor", "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "ADOT".

I am a "sole proprietor" or "independent contractor". I am performing work as an independent contractor for the "ADOT" and therefore, for workers' compensation purposes, I am not entitled to workers' compensation benefits from the "ADOT".

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

The written agreement shall be null and void and create no presumption of a "sole proprietor" or "independent contractor" relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

### I The Undersigned AGREE that The Arizona Department of Transportation:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.



- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract, violates the laws of this state, or funds are not appropriated or allocated for the fulfillment of the contract.
- Does not provide tools to the independent contractor
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

**Name of SOLE PROPRIETOR and/or INDEPENDENT CONTRACTOR:**

STREET ADDRESS / P.O. BOX: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**SIGNATURE OF SOLE PROPRIETOR and/or INDEPENDENT CONTRACTOR:**

DATE: \_\_\_\_\_

**ADOT CONTRACTING DIVISION:**

**SIGNATURE OF ADOT CONTRACT ADMINISTRATOR:**

**CONTRACT IDENTIFICATION:**