



Independent Contractor Agreement 2017

This Independent Contractor Agreement dated as of _____ is between Accelerated Adjusting LLC (hereafter "Accelerated") and the Independent Contractor, (hereafter "Contractor")_____.

Accelerated hereby retains Contractor as an independent contractor to perform the adjustment of insurance claims under this agreement which will remain in effect until terminated by either party. There is no promise or agreement of the frequency and/or number of insurance claims for which Contractor's adjusting services will be requested. In consideration of the mutual benefit derived herefrom, the parties, intending to be legally bound, covenant and agree as follows:

1. Purpose: Accelerated is principally engaged in the business of providing claim adjusting services to clients. Accelerated wishes to retain the services of the Contractor to assist Accelerated in providing these claim adjusting services, and the Contractor has agreed to provide these services on behalf of Accelerated, under the terms and conditions herein provided.
2. Services: Accelerated engages the Independent Contractor to perform assignments which will vary in work type, length and location, according to the business needs of Accelerated and our clients. It is further understood that services is at-will, the Independent Contractor accepts such services on the terms and conditions set forth in this agreement, and either party may terminate such services at any time for any reason. Throughout the service process, Independent Contractor will faithfully exercise such authority and perform such duties as are assigned from time to time by Accelerated in accordance with Accelerated's Code of Conduct.
 - A) As an Independent Contractor, you will be expected to pay for your own equipment, lodging, meals and any other expenses incurred. Independent Contractor shall provide, unless otherwise indicated, his or her own supplies, including, but not limited to an appropriate automobile, necessary to perform the required duties on the assignment, as well as any equipment necessary to perform the required duties on the assignment in reasonable safety, including but not limited to, an appropriate OSHA approved ladder, hardhat, rope and harness, protective eyewear and or/work boots when deemed necessary
 - B) Nothing in Accelerated's instructions limits Accelerated's ability to terminate its engagement of your services at any time before, during or after an assignment. Likewise, nothing in Accelerated's instructions obligates Accelerated to offer temporary engagements to any independent contractor on an ongoing basis.
 - C) Non-compliance with any of the above conditions and requirements constitutes grounds for immediate termination of the independent contractor relationship and/or forfeiture of any holdback monies due.
 - D) Unless otherwise stated, it is understood the Independent Contractor possesses the necessary skills, knowledge, equipment, software, licenses, insurances, and qualifications to perform the services requested by Accelerated. The Independent Contractor is expected to promptly complete the following tasks, but is not limited to:
 - a. Contact insured's within 24 hours
 - b. Inspect risks within 72 hours
 - c. Report within stated guidelines
 - d. Return phone calls, emails, and any other communications
 - e. Complete work products within stated guidelines

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- f. Reports should be submitted within 48 hours of inspection
- g. Correct unacceptable work products within 24 hours of notice
- h. Maintain a professional attitude at all times
- i. Dress according to acceptable attire guidelines as set forth by the Accelerated Adjusting LLC Code of Conduct

3. Eligibility: In order to remain eligible for services, on an assignment-by assignment basis, Independent Contractor agrees as follows:
 - a. While providing services to Accelerated, Independent Contractor will immediately (within three [3] days) notify Accelerated concerning any criminal arrest, detention, indictment or charge, which alleges that Independent Contractor has committed any felony or misdemeanor offense. Such notification will not necessarily disqualify Independent Contractor from continued assignments with Accelerated.
 - b. While providing services to Accelerated, Independent Contractor will immediately (within three [3] days) notify Accelerated concerning the expiration, revocation, suspension, termination or limitation of any license which Independent Contractor has identified on or with his or her Independent Contractor Agreement, or which Independent Contractor is required to have, either by law or by Accelerated, in order to perform Independent Contractor's assigned duties. This would include, but is not limited to, an adjuster's license(s) or a driver's license(s).
 - c. While providing services to Accelerated, Independent Contractor will immediately (within three [3] days) notify Accelerated concerning any changes in Independent Contractor's physical or mental condition, which might limit or impair Independent Contractor's ability to perform assignments for Accelerated.

4. Compensation: As compensation for Contractor services, or the services of their delegates and representatives Independent Contractor shall receive such monetary payments for services as to be determined by Accelerated, which may include an apportionment of a carrier or client fee schedule, an hourly rate or an agreed upon daily rate.

5. Non-Disclosure and Non-Solicitation: The Independent Contractor acknowledges that Accelerated has excelled in its efforts to maintain and develop good will with clients and in its efforts to develop new products, programs, services and marketing approaches, which satisfy its current and prospective clients and business partners. The Independent Contractor further recognizes that in order to retain the competitive advantage, which results from these efforts, the information concerning certain business affairs of Accelerated must be held in the strictest of confidence by Independent Contractors, former Independent Contractors and their employees, delegates or sub-contractors. Therefore, in consideration for services with Accelerated, the Independent Contractor further agrees as follows:
 - a) Confidential Information: In the course of services, the Independent Contractor will become privy to confidential information of Accelerated, its clients and their customers. During services and for a five (5) year period after termination of services with Accelerated, Independent Contractor will not disclose or misappropriate any confidential information of Accelerated, its clients or their customers for the Independent Contractor's own use of any other corporation, partnership, firm or entity, except as the Owner of Accelerated expressly authorizes. Confidential information includes data and information relating to the business of Accelerated and its clients which is or has been disclosed to the Independent Contractor or which the Independent Contractor became aware as a consequence of or through services with Accelerated and which has value to Accelerated or its clients but is not generally known to the public. Confidential information further includes any information which is or has been disclosed to the Independent Contractor or which the Independent Contractor became aware as a consequence of or through services with Accelerated from or pertaining to the customers of Accelerated clients. Confidential information shall not include any data or information that has been voluntarily disclosed to the public by Accelerated, its clients or customers, except where

such disclosure has been made by the Independent Contractor in an unauthorized manner, or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. For purposes of this Agreement, misappropriate means disclosing or using for any purpose other than fulfilling the Independent Contractor's responsibilities to Accelerated.

b) Trademark/Service mark: The Independent Contractor agrees not to disclose or otherwise identify Accelerated, its clients and their customers, or use the Trademark/Service mark of Accelerated, its clients and their customers, in any unauthorized way, including but not limited to the advertisement or endorsement of particular products or services.

c) Ownership and Accessibility: Independent Contractor understands and agrees that all records, files, claim draft information and other documentation of any kind obtained or created relating to claims made on Accelerated clients, as well as any information obtained from or pertaining to the customers of Accelerated's clients, in connection with any assignment duties are the property of the client. Independent Contractor agrees that upon request, Accelerated or its clients shall have immediate access to all such property. Independent Contractor understands and agrees that all other confidential information as described in paragraph 5(a) is the property of Accelerated. Independent Contractor agrees that upon request Accelerated shall have immediate access to all such property. Independent Contractor further agrees that all other property provided to the Independent Contractor for use on an assignment by either Accelerated or its clients, including but not limited to manuals, forms, records, identifying clothing and decals, shall remain the property of Accelerated, whether or not return of property is requested.

d) Trade Secrets: Independent Contractor understands that they may create or obtain information qualifying as a trade secret as defined under applicable state law. Accelerated and its clients retain exclusive ownership rights to any such trade secrets. Independent Contractor agrees that so long as any such information retains its character as a legal trade secret, Independent Contractor will not misappropriate, disclose, publish or use such information, without the express authorization of the Owner of Accelerated.

e) Return of Records and Documents: At any time requested or immediately upon cessation of services or association with Accelerated, Independent Contractor will return all physical or electronic records, documents or other materials and all copies of any records, documents or other information of Accelerated or its clients or their customers, which Independent Contractor creates or obtains at any time during services with Accelerated.

f) Return of Other Property: At any time requested or immediately upon cessation of services or association with Accelerated, Independent Contractor will return all other property provided to the Independent Contractor for use on an assignment.

g) Assignment of Proprietary Rights: The Independent Contractor further covenants and agrees that all right, title and interest in any improvement, discovery or development related to work performed for Accelerated ("Developed Information"), whether conceived during or after normal working hours, shall be and remain the exclusive property of Accelerated. The Independent Contractor agrees immediately to disclose to Accelerated all unique, confidential and proprietary information conceived, developed, designed, devised or created, modified or improved by the Independent Contractor in connection with work performed for Accelerated, and to assign to Accelerated any right, title and interest in the Developed Information. The Independent Contractor agrees to execute any instruments and to do all things reasonably requested by Accelerated, both during and after the services period to vest Accelerated with all

ownership rights in the Developed Information. If any Developed Information which falls within the definition of “work made for hire” as defined in 17 U.S.C. Sec. 101, the copyright to such Developed Information shall be owned solely, completely and exclusively by Accelerated, and (ii) as to that Developed Information which does not constitute “work made for hire,” the copyright and exclusively for the Independent Contractor to Accelerated.

h) It is agreed that the Independent Contractor will at all times not reveal any trade secrets or confidential information pertaining to Accelerated to any person, persons, or businesses without express written permission from Accelerated,. It is understood that Accelerated will pursue all available legal remedies against the Independent Contractor for violation of this clause. The Independent Contractor agrees not to directly or indirectly solicit any clients of Accelerated, Inc. for a period of two years after the termination of this agreement in writing. For purposes of this agreement, “solicitation” means; “Any relationship initiated by the Independent Contractor, any client of Accelerated or any other party, with the intent to provide business, that otherwise would have gone to Accelerated, to the Independent Contractor or any other party.” It is understood that violation of this clause will result in the legal pursuit by Accelerated to recover all lost earnings and potential loss of earnings as a result of such actions.

6. Acknowledgment: The Independent Contractor has carefully read and reviewed the restrictions set forth in this Agreement, and having done so, agrees that the restrictions are fair and reasonable and reasonably required for the protection of the legitimate business interests of Accelerated and its clients, as well as the personal interests of the customers of Accelerated’s clients.
7. Equitable Relief: The Independent Contractor recognizes and acknowledges that if a breach is the provisions of Section 5 of this Agreement occurs, damages to Accelerated would be difficult, if not impossible, to ascertain. Because of the immediate and irreparable damage and loss that may be caused to Accelerated for which it would have no adequate remedy, it is therefore agreed that Accelerated, in addition to and without limiting any other remedy or right it may have, shall be entitled to an injunction or other equitable relief in a court of competent jurisdiction, enjoining any such breach. The Independent Contractor hereby waives any and all defenses on the grounds of competence of a court to grant such an injunction or other equitable relief. The existence of this right shall not preclude the applicability or exercise of any other rights and remedies at law or in equity, which Accelerated may have.
8. Fall Protection: For the safety of all adjusters it is the policy of Accelerated to require the use of appropriate fall protection. Therefore all adjusters, whether employees of Accelerated or independents, all those working on behalf of Accelerated who access roof tops must utilize an anchored personal fall arrest system or a “rope and harness” system (PFAS). Fall protection is required on all roofs with a slope of over 8/12 OR whenever the adjuster feels the slope of the roof requires such equipment to traverse the roof safely. Independent adjusters working on behalf of Accelerated are required to purchase and maintain their own PFAS. If the adjuster does not have a PFAS (rope and harness) in good working condition to safely access a roof top requiring such equipment, he/she must turn the loss back in to Accelerated or his Accelerated supervisor for claim reassignment.
9. Ladders: Accelerated will not allow “double-pull ladder” usage on any roof. If the adjuster does not have a ladder in good working condition that is in compliance with OSHA 1910.26 and of sufficient length to safely access rooftops of various heights he/she must turn the loss back in to Accelerated or his/her Accelerated supervisor for claim reassignment.

10. Amendment: This Agreement may not be changed, modified or discharged orally, but only by an instrument in writing signed by the parties.
11. Enforceability: By signing this Agreement it is expressly understood that the Independent Contractor is duly bound by the provisions and conditions contained therein and constitutes the valid and binding obligations of the parties hereto, enforceable in accordance with its tenants. The undertakings herein shall not be construed as any limitation upon the remedies Accelerated might, in the absence of this Agreement, have at law or in equity for any wrongs of the Independent Contractor.
12. Indemnification: Contractor shall defend, indemnify and hold Accelerated Adjusting LLC, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Accelerated Adjusting LLC, its officers, agents or employees.
13. Heading: The description headings of this Service and Retention Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.
14. Any controversy, dispute or claim between Accelerated Adjusting and Contractor arising out of and/or involving this contractual relationship shall be settled first by Mediation and only if Mediation is unsuccessful, then by binding arbitration. The choice of dispute resolution service shall be agreed upon by both parties. The mediator or arbitrator shall apply North Carolina substantive law and the North Carolina Evidence Code to the proceeding. The mediation or arbitration shall take place in North Carolina. The arbitrator's power to award a remedy shall be limited to awarding monetary damages for lost wages and/or benefits. The decision of the arbitrator shall be binding and conclusive on the parties and not reviewable for error or legal reasoning of any kind. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. The arbitrator shall determine if there is a prevailing party and the prevailing party shall be awarded costs and reasonable attorney's fees. The fees for the arbitrator shall be paid equally by both parties. Contractor understands and acknowledges that by agreeing to arbitration he/she is giving up any right that he/she may have to a judge or jury trial with regard to all issues concerning this contact, specifically including its termination.
15. Governing Law: This Agreement shall be governed by and construed under the laws of North Carolina. Each party waives all rights to a trial in any suit, action or proceeding involving this Agreement, the services relationship or compensation. Accelerated and Independent Contractor further agree that, in the event of a dispute involving this Agreement, the services relationship or compensation, any legal proceeding must be heard and determined in a North Carolina state court or federal court sitting in Asheville, North Carolina, nearest the location of Accelerated's Home Office. The parties waive any objection to venue, including on the grounds of "forum non conveniens", to bringing the legal action in Asheville, North Carolina.

ACCELERATED ADJUSTING LLC CODE OF CONDUCT

Accelerated expects Accelerated employees and Independent Contractors to conduct the business of Accelerated in an ethical and legal manner and to recognize that in all their transactions and at all times they have a duty of undivided loyalty to Accelerated, our clients, and their customers. These obligations demand positive action by all Accelerated

employees and Independent Contractors to protect those interests and to avoid situations where their self-interests actually or even appear to conflict with the interests of Accelerated, our clients and their customers.

This Code is intended to guide Accelerated employees and Independent Contractors on ethical and legal standards of business conduct.

Accelerated, Accelerated employees and Independent Contractors must comply with this Code and all laws and policies applicable to the business of Accelerated. This Code does not attempt to cover every situation and there may be exceptions to the rule. If you have questions about a particular situation or believe others are not adhering to the Code, the law or policies, contact Accelerated. Each of us must be willing to raise ethical and legal concerns. No one will be penalized for reporting in good faith a suspected violation or questioning a Company practice.

COMPETING AND DEALING FAIRLY WITH OTHERS

Accelerated employees and Independent Contractors must treat others fairly and honestly, as they would like to be treated.

REPORT INFORMATION ACCURATELY: Every communication of information to Accelerated, our clients, their customers, or to others must be accurate to the best of your knowledge and belief.

Accelerated, Accelerated employees and Independent Contractors should respond to inquiries about Accelerated, our clients and their customers only if given the authority to do so. Media contact and public discussion concerning Accelerated, our clients and their customers must be conducted only through authorized spokespersons.

The use of Accelerated's or our client's names, logos, or trademarks/service marks in personal endorsements, advertisements or public communications is strictly prohibited.

BREACH OF TRUST/DISHONESTY: In order for Accelerated, Accelerated employees and Independent Contractors to ensure compliance with federal law, employees must inform Accelerated if they have ever been convicted of, or are currently charged with or under indictment for any type of felony.

In order to comply with Accelerated policy, a Accelerated employee or Independent Contractor must inform Accelerated if they have been convicted within the last seven years of, or are currently charged with or under indictment for a misdemeanor.

GRATUITIES AND IMPROPER INCENTIVES

IMPROPER PAYMENT: Accelerated prohibits offering or receiving, directly or indirectly, any bribes or kickbacks to influence business.

GIFTS, ENTERTAINMENT, AND MEALS: Accelerated employees, Independent Contractors and members of their families may not accept or give business gifts, meals, entertainment or other favors without the advance approval of Accelerated.

DRESS CODE: When representing Accelerated or Accelerated’s clients, proper attire is required. This, at the minimum, includes “business casual” attire, such as khaki pants and a polo shirt. Anyone, be they employee or contractor caught wearing shorts, non-collared T-shirts, jeans or sandals while representing Accelerated or its clients will be terminated immediately.

PROTECTION OF ACCELERATED’S ASSETS

In the course of conducting Accelerated business, Accelerated employees and Independent Contractors must protect the assets of Accelerated, our clients and their customers from unauthorized or improper use.

CONFIDENTIAL AND TRADE SECRET INFORMATION: Accelerated employees and Independent Contractors must protect from disclosure or misappropriation confidential and trade secret information developed or owned by Accelerated, our clients and their customers and vendors that they may become privy to in the course of conducting Accelerated business. This obligation is defined further in the agreement executed by individuals as a condition of being offered employment by Accelerated.

COMPUTER AND DATA SECURITY: Accelerated employees and Independent Contractors are responsible for protecting from misuse, loss and unauthorized access and disclosure the computers and data of Accelerated and our clients. Accelerated are the property of Accelerated, to be used for Company purposes only. Client computers and databases are the property of the client to be used only for the purpose of carrying out the assigned duties of the project.

To protect against computer viruses and to comply with intellectual property laws, only Accelerated issued or approved software may be used on client computers. Any reproduction of software and accompanying manuals must comply with Intellectual property laws and with formal agreement between Accelerated, our clients and/or the software supplier.

COMMUNICATIONS POLICY: The electronic information resources and telephonic communication systems of Accelerated and our clients should be used only for business-related purposes. Electronic information resources include: internet, e-mail, intranet, and fax machines. Telephone communication systems include: voice mail, telephones, and cellular phones. Accelerated reserves the right and will access and review the form and content of messages. The review will include accessing equipment and supplies furnished by Accelerated and our clients.

PHYSICAL AND INTANGIBLE PROPERTY: In the course of conducting Accelerated business, Accelerated employees and Independent Contractors must protect from loss, non-business use, misuse or damage to the physical property of Accelerated, our clients and their customers. The use and reproduction of articles, books, and videotapes must be consistent with intellectual property laws.

RESPONSIBLE FINANCIAL MANAGEMENT: Accelerated employees and Independent Contractors must be cost-conscious when spending Accelerated funds or the funds of our carrier clients and their customers and when incurring reimbursable business expenses.

WORK ENVIRONMENT

Accelerated is committed to providing a safe, healthy and productive work environment.

EQUAL EMPLOYMENT OPPORTUNITY: Accelerated will not practice, tolerate or condone discrimination by or against Accelerated employees or when retaining Independent Contractors on the basis of age, race, color, religion, sex, national origin, or disability. Nor will Accelerated tolerate sexual or other forms of harassment, which interfere with work performance or create a hostile or offensive work environment.

DRUGS AND ALCOHOL: Accelerated prohibits the sale, use or possession of drugs not medically authorized, as well as the sale, use or possession of alcoholic beverages while on or using the property of Accelerated, our clients or their customers, or while conducting Accelerated business. Accelerated employees or Independent Contractors may not report to work or remain at work while under the influence of alcohol, or drugs not medically authorized, and must follow the safety instructions or activity limitations accompanying any medically authorized drugs.

WORKPLACE SAFETY: Accelerated employees and Independent Contractors must comply with all federal, state and local health and safety laws and regulations, including the exclusive use of OSHA approved ladders. All independent contractors are responsible for their own workers compensation insurance, and are required to adhere to all safety laws and regulations. Any injuries sustained during the course of business must be reported to Accelerated immediately.

Threats, violent behavior or the possession of firearms or other weapons are strictly prohibited while on the property of Accelerated, our clients or their customers or while conducting Accelerated business.

CONFLICTS OF INTEREST Accelerated employees and Independent Contractors must affirmatively protect the interests of Accelerated, our clients and their customers by avoiding conflicts of interest, both in appearance and in fact, and must not use their positions or knowledge of decisions or considerations of Accelerated, our clients or their customers in any manner that conflicts with or otherwise prejudices those interests.

FEE SCHEDULES, TIME AND EXPENSE BILLING & PAYMENTS

DAILY CLAIMS: Our fee schedules vary by client. For daily claims, you will be provided with a fee schedule on each assignment (or the fee schedule for regular clients will be posted and accessible within our CMS).

Daily claims pay 70% of the fee schedule, which consists of the actual tiered fee schedule as well as any photograph fees that may be included. Office and administrative fees which may be added to the final invoice by our staff are NOT included in the fee schedule that the adjuster may work from, and these expenses will NOT be included in adjuster payouts. Increases in percentages paid to the contractor may be made at the discretion of management staff.

Mileage, Fuel Surcharge & Photos: These items are billed on a client specific basis. Please refer to the fee schedule or T&E rate sheet that is provided to you upon assignment.

TIME & EXPENSE CLAIMS: Our hourly rate varies by client, and you will be provided with either the fee schedule or a flat hourly rate upon assignment (or the rates will be visible and accessible within our CMS). Office Hours or Office Administrative expenses are NOT included in the fee schedule, and these expenses will NOT be included in adjuster payouts.

Mileage, Fuel Surcharge & Photos: These items are billed on a client specific basis. Please refer to the fee schedule or T&E rate sheet that is provided to you upon assignment.

Due to the nature of T&E assignments, many clients will not assign a file unless the travel time and mileage meets specific criteria. For those willing to work with the client on travel time and mileage costs in order to receive more assignments, please contact our offices and let us know.

FEES WE DO NOT PAY TO INDEPENDENT CONTRACTORS: Accelerated does NOT pay independent contractors for the following charges: File Set Up, Clerical costs, Office Charges, Long Distance Telephone Charges or Copy Charges.

RE-INSPECTIONS: Occasionally, the Independent Contractor will be requested to re-inspect a loss location. Please be advised that *so long as the original inspection was adequate and no additional damages are discovered*, Accelerated will make every effort to ensure that the client is billed for the extra services. While this is not always possible, we do value your time and your work. In the event that an Independent Contractor refuses to perform a re-inspection, if a different Independent Contractor must be dispatched and obvious errors such as missed known damages are discovered, the original adjuster may have their invoice deducted to pay for the corrections made by the second Independent Contractor.

CATASTROPHE CLAIMS: Our fee schedules vary by client. For catastrophe claims, the fee schedule will be posted and accessible within our CMS.

Catastrophe claims pay 70% of the fee schedule, which consists of the actual tiered fee schedule or hourly rate as well as any photograph fees that may be included. Office and administrative fees which may be added to the final invoice by our staff are NOT included in the fee schedule that the adjuster may work from, and these expenses will NOT be included in adjuster payouts. Mileage may be available at a cumulative level on rural or scattered catastrophe assignments. As always, we will NOT pay independent contractors for the following charges: File Set Up, Clerical costs, Office Charges, Long Distance Telephone Charges or Copy Charges.

PAYMENT: The contractor shall be paid on the 1st & 15th day of the month following Accelerated's receipt of payment for the contractor services from our clients. The cutoff date for these payments received shall be the 1 week prior to the scheduled payroll. This payment schedule may be altered in favor of the Independent Contractor on occasion.

- HOLDBACK: During catastrophe deployments, Accelerated shall hold back or retain 10% of scheduled payments to the Independent Contractor. It is understood and agreed that this 10% retainer will be held for a period of not less than 90 days from the time the Independent Contractor submits their last claim to Accelerated. Release of the retainer will occur after 90 days and after all invoices have been collected and any additional deductions applied. Additional deductions include but are not limited to:
 - Overpayments on invoices
 - Duplication of Assignments
 - Charges from others to correct work product submitted by the Independent Contractor
 - Supplements as a result of improper adjusting practices, missed known damages, insufficient supporting documentations and other similar additional circumstances.

SIGNATURE PAGE

By signing this page, I acknowledge that I have read and agree to the Independent Contractor Agreement 2017, the Accelerated Adjusting LLC Code of Conduct and the Fee Schedules, Time & Expense Billing & Payments for Accelerated Adjusting LLC as outlined in pages 1-9 of this document.

X

Independent Contractor Name (Print)

X

Independent Contractor Signature

X

Independent Contractor Title (if a company)

X

Company name (if applicable)

X

DATE

*Addendum: Any contractor utilizing the services of an employee or subcontractor must carry appropriate Workers Compensation insurance on those individuals. By signing this addendum, it is agreed that Accelerated shall be held harmless and Contractor accepts any and all Workers Compensation liability arising from any claim, incident, injury or dispute arising from services being performed on behalf of Accelerated or Contractor.

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