

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

**DO NOT SEND THIS AGREEMENT TO TDI-DWC**

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK  BOX OF STATEMENT THAT APPLIES

**JOINT AGREEMENT TO AFFIRM INDEPENDENT  
RELATIONSHIP FOR CERTAIN BUILDING  
AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

**AGREEMENT TO ESTABLISH EMPLOYER-  
EMPLOYEE RELATIONSHIP FOR CERTAIN  
BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor  will withhold  will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

**Hiring Contractor's Affirmation**

If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Hiring Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Hiring Contractor

\_\_\_\_\_  
Address (City, State, Zip)

**Independent Contractor's Affirmation**

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Independent Contractor

\_\_\_\_\_  
Address (City, State, Zip)

**The Hiring Contractor must retain the original.** A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.

