**DECLARATION OF INDEPENDENT BUSINESS STATUS**

This Declaration of Independent Business Status is made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“contractor”) in relation to services performed by the contractor for or in connection with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“contracting party”). The contractor states and declares the following:

1. The contractor acknowledges that the contractor operates the contractor's own independent business and is providing services for or in connection with the contracting party as an independent contractor.

2. The contractor acknowledges that the contractor is not an employee of the contracting party and the services rendered for or in connection with the contracting party do not establish any right to unemployment benefits or any other right arising from an employment relationship.

3. The contractor is responsible for all tax liability associated with payments received from or through the contracting party and the contracting party will not withhold any taxes from payments to the contractor.

4. The contractor is responsible for obtaining and maintaining any required registration, licenses or other authorization necessary for the services rendered by the contractor.

5. The contractor acknowledges at least six of the following:

(a) That the contractor is not insured under the contracting party's health insurance coverage or workers' compensation insurance coverage.

(b) That the contracting party does not restrict the contractor's ability to perform services for or through other parties and the contractor is authorized to accept work from and perform work for other businesses and individuals besides the contracting party.

(c) That the contractor has the right to accept or decline requests for services by or through the contracting party.

(d) That the contracting party expects that the contractor provides services for other parties.

(e) That the contractor is not economically dependent on the services performed for or in connection with the contracting party.

(f) That the contracting party does not dictate the performance, methods or process the contractor uses to perform services.

(g) That the contracting party has the right to impose quality standards or a deadline for completion of services performed, or both, but the contractor is authorized to determine the days worked and the time periods of work.

(h) That the contractor will be paid by or through the contracting party based on the work the contractor is contracted to perform and that the contracting party is not providing the contractor with a regular salary or any minimum, regular payment.

(i) That the contractor is responsible for providing and maintaining all tools and equipment required to perform the services performed.

(j) That the contractor is responsible for all expenses incurred by the contractor in performing the services.

6. The contractor acknowledges that the terms set forth in this declaration apply to the contractor, the contractor's employees and the contractor's independent contractors.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CONTRACTOR

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_