

INDEPENDENT CONTRACTOR AGREEMENT

I am an independent contractor and I agree to indemnify and to hold REDWOOD FOREST PRODUCTS INC. harmless from, against, for or in respect of any and all liability, claims, actions, or causes of actions, obligations, deficiencies, damages, settlement payments, losses and expenses of any kind whatsoever arising out of, or in any matter connected with or resulting from, my operations hereunder as Independent Contractor, including my agents, guests, servants, or employees, which may be asserted by any third party.

At my own cost and expense I agree to defend against any and all actions, suits, or other proceedings that may arise on account of any such claims or demands and I further agree to pay or satisfy any judgments that may be rendered against REDWOOD FOREST PRODUCTS INC. in any such action, suit or proceeding which may result therefrom.

Under no circumstances am I authorized to represent, either expressly or implicitly, that REDWOOD FOREST PRODUCTS INC. is responsible for any expense or liability whatsoever, and I agree that I will not do so.

I agree to maintain the following insurance coverages at my own expense:

General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual (except in cases where broad form contractual does not apply).

Automobile Liability insurance with a minimum limit of liability per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.

Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance if I have employees, in accordance with the laws of the State of California and I hereby waive any right that may exist whereby REDWOOD FOREST PRODUCTS INC. is to provide such insurance.

Please check one: I do / do not / hire employees.

I will provide certificates of insurance, listing REDWOOD FOREST PRODUCTS INC. as additional insured, with a copy of the additional insured endorsement attached, to REDWOOD FOREST PRODUCTS INC., which shall contain a provision that the policy shall not be cancelled, modified or

changed without first giving thirty (30) days written notice thereof to REDWOOD FOREST PRODUCTS INC.

I also affirm:

_____ I am currently licensed in my profession, and will provide a copy of said license to
Initial here REDWOOD FOREST PRODUCTS INC.

License Type/Name

License #

_____ My business meets the following legal requirements (check all that apply):
Initial here

- I am an active participant in a DOT approved Drug Consortium
- I am current in my payment of the Carrier Inspection Fee to California DMV
- I have a current Motor Carrier Permit

I agree that my company, _____, qualifies for a business-to-business contracting relationship with REDWOOD FOREST PRODUCTS INC., and that the following criteria have been met:

_____ My company is free from the control and direction of REDWOOD FOREST PRODUCTS INC.
Initial here in connection with the performance of work, both under this contract for the performance of the work and in fact.

_____ My Company is providing services directly to REDWOOD FOREST PRODUCTS INC. and not to
its customers.
Initial here

_____ This contract with REDWOOD FOREST PRODUCTS INC. applies to all of my company
operations for REDWOOD FOREST PRODUCTS INC., and I do not have any other written or
Initial here unwritten agreements with them.

_____ My company has the appropriate business license or business tax registration, as required by the
Initial here city and county where my operations are based, and I will provide REDWOOD FOREST PRODUCTS INC. with a copy of said license.

_____ My business location is _____, and I do not share a
Initial here location or facility with REDWOOD FOREST PRODUCTS INC.

_____ My company is customarily engaged in an independently established _____ business,
Initial here and my company performs the following type of work for REDWOOD FOREST PRODUCTS INC.: _____

_____ I verify that my company contracts with other businesses to provide the same or similar services and
Initial here that I maintain a clientele without restrictions from REDWOOD FOREST PRODUCTS INC.

_____ My company advertises and holds itself out to the public as available to provide these services:
Initial here _____.

_____ My company provides its own tools, vehicles, and equipment to perform services for
Initial here REDWOOD FOREST PRODUCTS INC.

_____ My company can negotiate its own rates.

Initial here

_____ Consistent with the nature of my work for REDWOOD FOREST PRODUCTS INC., my company
Initial here can set its own hours and location of work.

_____ My company is not performing the type of work for which a license from the Contractor's State
Initial here License Board is required.

_____ I have the authority to hire and to fire other persons to provide or to assist in providing services.
Initial here

_____ I assume financial responsibility for errors or omissions in labor or services as evidenced by
Initial here insurance, legally authorized indemnity obligations, performance bonds, or warranties relating
to the labor or services being provided.

I operate my own business under the name of: _____

Signature: _____ Date: _____

Print Name and Title: _____

Employer ID# or other tax ID#: _____

Document Checklist:

- Liability insurance certificate
- Auto liability insurance certificate
- Worker's compensation insurance certificate if you hire employees
- Professional license
- Proof of MCP (Motor Carrier Permit) and paid CIF (Carrier Inspection Fee)
- City or county business license if required by the city and county where my operations are based
- Business card, and any other company document, such as a brochure or sales literature, that shows owner name, business name and contact information