

An approved District agreement signed by either the CFO or Superintendent is **required** for any event, situation, or service being provided by an outside vendor. *(This includes individuals providing a small service, for example, you want to pay someone \$60 to give a tuba demonstration.)* See footnote for exception<sup>1</sup>. Agreements are to be submitted to the Business Office and signed by the CFO or Superintendent **prior** to service or event taking place. Any documents requiring a signature must be signed by the Superintendent or CFO, even when using an approved vendor; any other persons that sign are placing themselves as personally liable. Please note that payment cannot be made to a vendor unless there is an approved agreement, including when payment is coming from ASB, PSO, PTA or Booster Club funds. **\*ASB funds cannot be used directly to pay third party vendors for services, payment needs to route through iVisions.**

\*\*Please work with your school/department bookkeeper on process and submission.

## Service Agreement with Company, Corporation, etc... - under \$10,000

1. **Personal/Professional Services Agreement** - this agreement is for personal or professional services with entities such as Corporations, LLCs, Partnerships, etc... (non-sole proprietors) for under \$10,000 Please fill out the Agreement to include Exhibit A - Scope of Work and Exhibit B - Certification Statement for Corporation or Independent Contractor with the vendor. Have vendor complete a W9 if new vendor or changes needed. Vendor signature is required on the Agreement and W9.

- If the service provider will have direct unsupervised contact with students a full background and fingerprint check will be required, vendor is responsible to pay associated fees. If you have already had this completed, please send the results/certificates with the agreement documents, if not please contact Amber Summers in the Business Office to discuss.

2. **Obtain a Certificate of Liability Insurance.** Collect a Certificate of Liability Insurance with the requirements listed below.

### Requirements:

- Tigard-Tualatin School District **must** be listed as the certificate holder **and** additional insured: Tigard-Tualatin School District, 6960 SW Sandburg Street, Tigard, OR 97224.
- Commercial General Liability: \$2,000,000/occurrence \$3,000,000/aggregate, Workers' Compensation: yes/statutory \$1,000,000 employer's liability, Automobile Liability: \$1,000,000, Professional Liability (\$2,000,000) may be required depending on type of service – all to be listed on certificate.
- If policy amounts are less than those listed above, Umbrella Liability can be used to cover the gap – include on certificate.
- On the rare occasion that the vendor does not carry Automobile Liability as part of their liability coverage, a copy of the current auto insurance card(s) is required for any/all vehicles that will be driving onto District property.
- Additional Insured Endorsement forms **must** accompany the certificate.

\*Occasionally there can be certain exceptions to the insurance requirements, please contact [Amber Summers](#) in the Business Office to discuss.

3. **Principal/administrator approval** – Submit all documents to the principal/administrator for approval.

4. **Submission to Business Office** – All documents go to the school/department bookkeeper. They will send or email all documents to Amber Summers in the Business Office for initial review. (W9 will be sent via mail, fax or secure file to protect private information.) If complete, the agreement will be presented to David Moore, CFO for final review, approval, and signature. A copy of the fully executed agreement will then be emailed back to the bookkeeper (please be sure to return a copy to the vendor). \*Please note that the vendor is not allowed to provide service until after the Agreement has been approved by the CFO or Superintendent and vendor cannot be paid unless there is a fully executed agreement in *place*.

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<sup>1</sup> If using one of the vendors from the current year's "District Approved Vendors List", there is already a contract on file for the year and an additional agreement is not necessary, unless the vendor is asking for something such as a confirmation to be signed.

**Personal/Professional Services Agreement  
Between  
Tigard-Tualatin School District 23J  
and**

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This Agreement is between the Tigard-Tualatin School District 23J, hereinafter "TTSD" and \_\_\_\_\_, hereinafter "Contractor" (and collectively the "Parties").

**The parties mutually agree as follows:**

**Term of Agreement.** This Agreement shall become effective on the date it is signed by all parties and shall expire when the Contractor has completed performance or on \_\_\_\_\_ (date), whichever date occurs first. However, such expiration shall not extinguish or prejudice the TTSD's right to enforce this contract with respect to (a) breach of a Contractor warranty or (b) default or defect in the Contractor's performance which has not been cured.

**Scope of Work.** Contractor shall perform the work described in Exhibit A (Scope of Work) which is attached to this Agreement and incorporated into this Agreement by this reference.

**Consideration.** TTSD agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ \_\_\_\_\_ not including any allowable expenses.

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both parties. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice. Unless otherwise specified in the Scope of Work or solicitation document, the Contractor will submit invoices monthly for services rendered and TTSD shall remit payment within 30 calendar days of receipt of invoice. Contractor is responsible for providing appropriate documentation of wages for BOLI prevailing wage when necessary. A W-9 must be on file with the District.

**STANDARD TERMS AND CONDITIONS**

**Legal Relationship with Contractor.** TTSD and the Contractor intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of an independent contractor. Contractor represents and warrant Contractor meets the independent contract standards in ORS 670.600. The Contractor shall complete a Determination of Independent Contractor form to certify their status as an independent contractor.

**Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of TTSD shall be void.

**Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

- a. Mutual: TTSD and Contractor may terminate this Agreement at any time by written agreement.
- b. TTSD's Sole Discretion: TTSD in its sole discretion may terminate this Agreement for any reason on thirty (30) calendar days' written notice to Contractor. TTSD shall pay Contractor for all work satisfactorily performed prior to the termination date.
- c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. TTSD shall pay Contractor for all work satisfactorily performed prior to the termination date.
- d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.

**Access to Records.** Each party shall have access to the books, documents and other records of the other party which are related to this Agreement for the purpose of examination, copying and audit unless otherwise limited by law. The Contractor shall maintain such books and records for a minimum three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

**Confidentiality.** No reports, information, and/or data to or prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party or when required by state or federal law. If requested, the Contractor agrees to execute and abide by the District's "Vendor Confidentiality Agreement" regarding student records. Contractor shall not access District's computer records or network without specific written permission from the Director of Information Technology.

**Compliance with Applicable Laws.** Contract shall comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this contract.

**Compliance with State of Oregon Public Contracting Code.**

- a. Nondiscrimination. As required by ORS 279A.110, Contractor shall not discriminate against a disadvantaged business enterprise, minority-owned, women-owned, or emerging small businesses certified under ORS 200.055 or a business enterprise that is owned or controlled by or employs a service-disabled veteran.
- b. Tax Compliance Warranty. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or

during the term of this Contract is a default for which TTSD may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

- c. Payment of Labor. As required by ORS 279B.220 and 279C.505, Contractor shall:
1. Make payment promptly, as due, to all persons supplying labor or material to Contractor for the performance of the Services provided for in this Contract;
  2. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or sub-contractor incurred in the performance of this Contract;
  3. Not permit any lien or claim to be filed or prosecuted against TTSD on account of any labor or material furnished; and
  4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- d. Payment for Medical Care and Workers' Compensation. As required by 279B.230 and 279C.530:
1. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
  2. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor, Pay Equity, Salary Discussions. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
1. **Maximum Hours.** Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  2. **Exemption.** These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  3. **Notice to Employees.** Contractor shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before

commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

4. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles TTSD to terminate the contract for cause.
  5. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
- f. Limitation on Claims. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has:
1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
  2. Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

**Insurance.** Unless otherwise specified in a solicitation document (if any), at all times while providing services under this Agreement Contractor shall maintain in force, at Contractor's expense the following insurance coverage:

- a. Workers Compensation. As required by ORS 656.017, subject employers shall provide Workers Compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor shall have this insurance unless exempt under ORS 656.027 or 656.126. Contractors that are statutory subject employers shall submit a certificate of insurance to TTSD showing proof of coverage and shall carry limits of \$1,000,000 for Employers Liability under the workers compensation policy form. If Contractor is not a subject employer, does not have coverage, and claims to be exempt, Contractor shall complete a Workers' Compensation Exemption Certificate in lieu of providing the above certificate of insurance.
- b. Professional Liability/Errors & Omission ("E&O"). If Contractor is performing services that require a state license, certifications, and or specialized training, then Contractor shall maintain professional liability/E&O insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two (2) years after this Agreement is completed or otherwise terminated according to its terms. If Contractor is performing services that do not require a state license, then

Provider does not have to maintain professional liability/E&O insurance.

- c. Commercial General Liability. Contractor shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$2,000,000 for bodily/personal injury and property damage, with an annual aggregate \$3,000,000. Contractor's general liability insurance must include contractual liability insurance.
- d. Commercial Automobile Liability. Contractor shall maintain automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
- d. Certificate(s) of Insurance. This Agreement is not binding and the Contractor will not commence work until TTSD receives certificate(s) of insurance (emailed from Contractor's insurance carrier(s) directly to TTSD) demonstrating Contractor meets all of the insurance requirements in this Section of the Agreement. Each provider of certificate or policy holder shall provide there shall be no cancellations, termination, material change or reduction of limits of the insurance without prior written notice to TTSD. For all general liability coverage, the certificate shall also provide an endorsement to this effect and name TTSD, its agents, officers, Board of Directors and employees as additional insured with respect to Contractor's services provided under this Agreement.

**Indemnity and Hold Harmless.** Contractor agrees to indemnify, defend, and hold harmless the TTSD and its officers, agents, Board of Directors and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this contract. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, TTSD agrees to indemnify, defend and hold harmless the Contractor and its officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of TTSD and TTSD'S officers, agents and employees, in performance of this contract that arise out of the sole negligence of TTSD.

**Licenses.** At all times during the term of this Agreement Contractor represents it has any currently required licenses, certificates or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement.

**Criminal History Background Checks.** The Contractor agrees they are responsible for conducting a criminal history background check for all employees who will be providing services to TTSD, prior to the start of services. Unsupervised contact with students is subject to additional conditions below.

**Security.** Contractor agrees to abide by all District rules and regulations while upon District property. All District contractors and their employees, whether employed part-time or full-time, considered by the District to have direct, unsupervised contact with students shall be required to submit to a nationwide criminal history records check and fingerprinting through ODE as required by law. Direct, unsupervised contact with students is defined as contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will be responsible for all costs associated with this requirement. District must receive acceptable results from criminal history records check & fingerprinting in order for Agreement to commence. If approved access to students is granted, all personnel shall be required to prominently display District issued identification while upon District property. All property issues will remain the property of District and upon

termination or expiration of this contract, Contractor will return all identification and other property to the District.

**Confidentiality of Student Records.** Contractor agrees to adhere to requirements of state and federal law to protect all personally identifiable information and to share information only with authorized representatives of the District. The Parties recognize the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirement of FERPA, the Contractor will safeguard all records maintained by the Contractor and personally identifiable information obtained by the Contractor in the performance of this Agreement may not be re-disclosed to third parties without the permission of an authorized representative of the District or written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement. Copies of all records created by the Contractor that pertain to students will be provided to the District. If requested, the Contractor agrees to execute and abide by the District's "Vendor Confidentiality Agreement." Contractor granted access to District's network will be required to sign a "District Acceptable Use Policy."

**When Work Is Performed On District Property Contractor Shall Comply With The Following:**

- a. Identification. Contractor shall carry photo identification and will present such upon request. Contractors that do not have specific uniforms for employees shall provide identification tags, as described above, and / or any other mechanism, TTSD in its sole discretion determines is required to easily identify Contractors.
- b. Sign-In Required. Contractors are required to sign in at the main office each day.
- c. No Tobacco. Tobacco use of any kind is strictly prohibited on all District property.
- d. No Weapons or Firearms. Except as provided by Oregon Statutes and District Policy, weapons and firearms are prohibited on District property.
- e. Clothing. No suggestive clothing (drugs, alcohol, tobacco, etc...) are permitted on District property.

**Hazardous Chemicals.** Contractors shall notify District prior to using products containing hazardous chemical(s) to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Revised Statutes, Chapter 465. Contractor shall supply Material Safety Data Sheets (MSDS) as required by Oregon Administrative Rule 437-004-9800.

**Waiver, Severability.** Waiver of any default or breach under this Agreement by TTSD does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

**Remedies.** In case of Contractor's breach and in addition to the other provisions of this Agreement, TTSD shall be entitled to any other available legal and equitable remedies. In case of TTSD's breach, Contractor's remedy shall be limited to termination of this Agreement and receipt of payments to which

Contractor is entitled.

**Attorney Fees.** The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by “in-house” counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Portland, Oregon area for the type of legal services performed.

**Liquidated Damages.** In the event Contractor fails to perform any or all of its obligations under this Agreement, Contractor shall pay liquidated damages of \$500.00 or ten percent (10%) of the contracted service(s) prices whichever is less.

**Notices.** All notices or demands of any kind required or desired to be given by TTSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

Tigard-Tualatin School District 23J

Attn: David Moore

6960 SW Sandburg St

Tigard, OR 97224

(503) 431-4000

Vendor \_\_\_\_\_

Attn: NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

**Governing Law.** The provision of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in the appropriate court in the State of Oregon. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon.

CONTRACTOR AGREES TO THE JURISDICTION OF THESE COURTS.

**Merger Clause.** There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

**Force Majeure.** Neither TTSD nor Contractor shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties’ own employees, walkouts by the Parties’ own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than TTSD.

**Ownership of Work Product.** Any and all goods and services developed for TTSD pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of TTSD. Contractor hereby irrevocably assigns to TTSD all of its right, title and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to the work product including any and all rights of approval, restriction or limitation on use or modification.



**Representations.** Contractor represents and warrants to TTSD any and all work under this Agreement shall be performed in a good workmanlike manner and in accordance with the highest professional standards. In addition, Contractor warrants employees assigned to perform service(s) under this Agreement will have the required qualifications and licenses to perform their normal professional duties. Upon request Contractor will provide TTSD with additional information concerning Contractor's employees qualifications and expertise to assist TTSD in conforming with internal rules and policies. Contractor's employees will comply with all Federal and State rules and regulations.

**Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**Responsibility of Taxes and Withholding.** Contractor shall be responsible for all federal or state taxes applicable to compensation paid to Contractor under this Agreement. TTSD will not withhold from such compensation any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers compensation benefits from compensation paid to Contractor under this Agreement.

**Funding.** This Agreement is subject to availability of appropriated funds. If payment for work under this Agreement extends into the TTSD's next fiscal year, TTSD's obligation to pay for work under this Agreement is subject to future budget appropriations. TTSD reserves the right to adjust the work provided for in this Agreement or terminate this Agreement if there are insufficient or no appropriations to fund this Agreement. Agreements funded pursuant to this grant or grants are not at all time subject to availability of grant funds.

**Employee Removal.** Contractor will immediately remove any Contractor's employee, agent or officer from all TTSD facilities in cases where TTSD determines, in its sole discretion, that removal of the employee, agent or officer is in TTSD's best interest.

I have read this Agreement including the attached Exhibit(s). I certify I have the authority to sign and enter into this Agreement. I understand this Agreement and agree to be bound by its terms. Contractor further certifies that it is a corporation or has completed and submitted the Certification Statement for Corporation or Independent Contractor (Exhibit B).

**THIS CONTRACT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED AND ALL INSURANCE CERTIFICATES HAVE BEEN RECEIVED**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
David C. Moore

\_\_\_\_\_  
CFO

\_\_\_\_\_  
Date

Tigard-Tualatin School District 23J

6960 SW Sandburg Street

Tigard, OR 97223

503-431-4000

503-431-4037

[dmoore@ttsd.k12.or.us](mailto:dmoore@ttsd.k12.or.us)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor, Title

\_\_\_\_\_  
Date

Full Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax Identification Number ("TIN")

\_\_\_\_\_



**EXHIBIT B**  
**Tigard-Tualatin School District 23J**  
**Personal/Professional Services Agreement**

**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete A **or** B below (not both)**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.**

<b>I certify under penalty of perjury that Contractor is a [check one]:</b>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership authorized to do business in the State of Oregon.		
_____	_____	_____
Signature	Title	Date

**OR**

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

<b>Contractor certifies under penalty of perjury that the following statements are true:</b>	
1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, <b>and</b>	
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <b>and</b>	
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, <b>and</b>	
4. All of the statements checked below are true.	
<b>NOTE: Check all that apply. <u>You must check at least four (4) to establish that you are an Independent Contractor.</u></b>	
<input type="checkbox"/> A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set aside as the location of the business.	
<input type="checkbox"/> B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.	
<input type="checkbox"/> C. My business telephone listing is separate from my personal residence telephone listing.	
<input type="checkbox"/> D. I perform labor or services only under written contracts.	
<input type="checkbox"/> E. Each year I perform labor or services for at least two different persons or entities.	
<input type="checkbox"/> F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance, or liability insurance, or providing warranties relating to the labor or services I provide.	
_____	_____
Signature	Date