



INDEPENDENT CONTRACTOR AUTHORIZATION PACKET

The documents in this authorization packet are required of all contractors, service providers, and vendors who perform work on Gorilla Capital owned properties. We will not be able to release payment until all documents have been received.

Email your completed enrollment packet with the following documents to contractor@gorillacapital.com:

INDEPENDENT CONTRACTOR VERIFICATION CHECKLIST

Our workers' compensation insurance carrier mandates that we keep this information on file.

INDEPENDENT CONTRACTOR AGREEMENT

Our workers' compensation insurance carrier mandates that we have a written agreement with each independent contractor with whom we do business.

W9

The IRS requires that we keep a W-9 form on file for whomever we do business with.

DRIVER'S LICENSE (or similar official form of identification)

Scan/image must be legible.

CERTIFICATE OF LIABILITY INSURANCE*

*Only needed for certain services, including any construction/property modification. Please ask your Gorilla Capital contact if this is required for your services if you are unsure. Must meet conditions listed below (see page 5 for an example):

- **“Gorilla Capital Fund and all related companies” must be listed as an additional insured**
- **“Gorilla Capital Fund and all related companies” must be listed as a certificate holder**
- Commercial General Liability policy limits must meet our coverage minimums:
 - \$1,000,000 Each occurrence
 - \$1,000,000 Damage to rented premises (each occurrence)
 - \$5,000 Medical expenses (any one person)
 - \$1,000,000 Personal and advertising injury
 - \$2,000,000 General aggregate
 - \$2,000,000 Products and completed operations aggregate

OPTIONAL: VOIDED CHECK

For direct deposit (ACH) payment. If not submitted, invoices will be paid via check and mailed to the address on the invoice.



INDEPENDENT CONTRACTOR VERIFICATION CHECKLIST

Our Workers' Compensation insurance carrier and the Oregon Employment Division require verification of your independent contractor status.

Please provide additional documentation where noted.

Name: _____ Driver's License #: _____ State: _____

Company Name: _____

Phone: _____

Email: _____

Mailing Address: _____

	YES	NO
Do you have a business license? If yes, please provide a copy. License # _____ Exp: _____	<input type="checkbox"/>	<input type="checkbox"/>
Are you bonded? If yes, by: _____ # _____ Exp: _____	<input type="checkbox"/>	<input type="checkbox"/>
Do you have your own tools and equipment to do this job?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have employees? If yes, do you assure us you have Workers' Compensation Insurance? Please provide proof of Workers' Compensation Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Do you file federal and state income tax returns in your business's name or business Schedule C or Schedule F as part of the personal income tax return?	<input type="checkbox"/>	<input type="checkbox"/>
Do you advertise your business?	<input type="checkbox"/>	<input type="checkbox"/>
Does your business have a website?	<input type="checkbox"/>	<input type="checkbox"/>
If you work off site, is the labor or service you primarily perform carried out at a location that is separate from your residence, or in a specific portion of your residence set aside as the location of the business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you send out invoices?	<input type="checkbox"/>	<input type="checkbox"/>
Do you send monthly statements?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a business phone number that is different from your personal number? If yes, _____	<input type="checkbox"/>	<input type="checkbox"/>
Does your business entity assume financial responsibility for defective workmanship?	<input type="checkbox"/>	<input type="checkbox"/>

Signature

Date



INDEPENDENT CONTRACTOR AGREEMENT

Gorilla Capital Fund, LLC and its subsidiaries and all related companies (“Gorilla”) hereby engages _____ (“Contractor”) as an independent contractor, and the Contractor hereby accepts such engagement to perform services for Gorilla at any of its properties, such to be specified through a bidding process and incorporated herewith.

The Contractor agrees to complete all work under this contract in a workmanship like manner and in compliance with all building codes and other applicable laws. The Contractor warrants, and guarantees all work performed for Gorilla for one year after the date of payment for the work has been received by Contractor. The Contractor agrees to carry liability insurance, as outlined and required in the Contractor Packet incorporated herein by reference thereto, with liability limits equal to or greater than those required for building contractors by state law, and to provide Gorilla with a current Certificate of Liability Insurance, and provide Gorilla with proof of renewal or changes of such.

The Contractor further agrees to indemnify and hold Gorilla harmless from issues that arise from the Contractor’s work, including but not limited to, claims or liens by the Contractor’s workman, sub-contractors, or materialmen in connection with the work performed, or from losses, expenses, damages, and injuries due to the Contractor, or his/her workman, sub-contractors, or materialmen failing to perform work in a reasonable workmanlike manner. Additionally, Contractor agrees to indemnify and hold Gorilla harmless for any damage to, loss of, or theft of tools, materials, or property of the Contractor and/or his/her/its employees, sub-contractors, or workmen.

Gorilla strives to promptly pay all contractors for completed work; Gorilla normally will issue payment to Contractor within 10 business days after Gorilla receives the proper documentation and approval. Such documentation must be submitted according to Gorilla’s Accounting Procedures (see gorillacapital.com/contractor). The timeframe in which Gorilla issues payment to Contractor depends on the Contractor’s ability to properly submit invoices and documentation in the correct manner.

Any changes or modifications to this Independent Contractor Agreement must be made in writing and be signed by Gorilla Capital’s CEO.

In any action to enforce the terms of this Independent Contractor Agreement or to enforce a party's rights under this agreement, each party shall bear its own costs and expenses, including attorney fees and/or experts' fees, incurred in connection with such action.

The exclusive jurisdiction and venue for the resolution of all matters arising out of this agreement shall be in the Circuit Court of Lane County, Oregon.

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

Contractor Signature

John V. Helmick, CEO
Gorilla Capital Fund, LLC

Date

Printed Name