

Memorandum of Agreement

This memorandum of agreement ("Agreement") is made this ____ day of _____ between parties _____, Outfitter license # _____, the hiring agent ("Outfitter") and _____, Outfitter/Guide license # _____, a contractor/independent business owner ("Guide").

Description of work: The work to be performed by the guide includes all services generally performed by a licensed guide, including, but not limited to, greeting the client, providing instruction and safety information, transportation (if needed or requested) to and from the river or individual water(s) selected by the client and guide, accompanying the client while providing fishing guiding services and rendering such emergency first-aid as may be necessary. The guide agrees to abide by and obey all pertinent Montana Board of Outfitter laws and regulations as may apply to such guiding services and shall obtain client signatures on acknowledgment of risk forms provided by the outfitter, if necessary.

Term: The guide shall complete the work described for a term beginning on _____ and ending on _____ (the "Agreement Term").

Payment: For work provided, the outfitter shall pay the guide _____. Payment shall be made _____ (e.g. per trip, weekly, monthly, etc.)

Relationship of parties: The outfitter and guide understand that their relationship is not that of employer/employee. As evidence of this understanding, the guide has provided to the outfitter a copy of his/her relevant and current independent contractor exemption certificate and that copy is incorporated as part of this understanding.

It is understood and agreed by both outfitter and guide that the outfitter shall supervise the guide only to the degree necessary to ensure delivery of the described work within the Agreement term set forth in this Agreement and shall not exercise control over the manner and detail in which the work is performed.

The guide represents that he/she is engaged in an independently-established business, provides all equipment necessary to complete the work as described, including, but not limited to watercraft and all boating safety devices required by Montana law, and is responsible for any and all expenses incurred as part of the work provided and any and all records required by state and/or federal law.

The outfitter and guide acknowledge and understand that provisions of law pertaining to workers' compensation, unemployment insurance, wage and hour regulations and applicable taxes are the responsibility of the guide and not the outfitter.

Liability: The guide shall have in force liability coverage for clients served. A copy of this liability insurance coverage, and all requirements associated with this coverage, is incorporated as part of this understanding. All work described herein shall be performed at the guide's own risk, and the guide assumes all responsibility for the condition of equipment used in the performance of work described in this understanding.

Termination: This agreement may be terminated early for the following reasons:

By the outfitter: (i) If the guide fails to perform his/her duties or materially breaches any obligation with in the Agreement and the failure or breach is not corrected within five (5) days of receiving written notice via certified mail from the outfitter; or (ii) if the guide is unable to provide the services in this Agreement due to loss or suspension of his or her guide license, illness, death, or disability during the Agreement term..

By the guide: (I) If the outfitter materially breaches any obligation in the Agreement and the breach is not corrected within five (5) days of receiving written notice via certified mail from the guide, or (ii) if the outfitter has his or her license revoked or suspended during the Agreement term.

Any outstanding payment due the guide for work completed before any termination of this Agreement shall be rendered by the outfitter immediately upon termination of this Agreement.

Violation of terms: Any violation of the terms of this understanding before the Agreement term by either the outfitter or guide shall be compensable to the other party in the sum of \$_____.

Waiver: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Dated this _____ day of _____, 20____.

Outfitter/hiring agent

Guide/independent contractor