INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this ___________ day of ________________, ______

BETWEEN:

Kanabec Soil & Water Conservation District (SWCD)
of 2008 Mahogany St Ste 3, Mora, Minnesota
(the "Customer")

- AND -

Approved Minnesota Forest Stewardship Plan Preparer
(the "Contractor").

BACKGROUND:

A. The Customer is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Customer.

B. The Contractor is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided
1. The Customer hereby agrees to engage the Contractor to provide the Customer with services (the "Services") consisting of:

   - Compile and write Forestry Stewardship Plans or provide forestry consultation services for private landowners that own land within the Snake River Watershed of Kanabec County.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement is fully signed and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement will not extend beyond September 30, 2019. The Compensation will be payable upon completion of the Services, until such time as funding is available. This funding is limited and is on a first come first serve basis.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days’ notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation for Activities:

7. For the services rendered by the Contractor as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Contractor as follows:

Payment is specified individually for the following specified items:

- $2 per acre, plus $50 per Forest Stewardship Plan
  A Forest Stewardship Plan must be written by an Approved Minnesota Forest Stewardship Plan Preparer as per the Minnesota Department of Natural Resources. The Forest Stewardship Plan must be within the Snake River Watershed in Kanabec County. A copy of the plan must be provided to the Kanabec SWCD and signed by the land owner.

- $100 per forestry consultation for a private land owner, on the private land owner's property. The forestry consultation must be conducted by an Approved Minnesota Forest Stewardship Plan Preparer as per the Minnesota Department of Natural Resources. The forestry consultation must be separate from the preparation for a Forest Stewardship Plan. The forestry consult must be within the Snake River Watershed in Kanabec County. The Contractor and landowner must complete a Kanabec SWCD forestry consultation survey for this service. The completed survey must be submitted to the Kanabec SWCD.
8. The Compensation will be payable upon completion of the Services, until such time as funding is available. This funding is limited and is on a first come first serve basis.

Additional Compensation
9. The Contractor understands that the Compensation as provided in this Agreement is available only for the services specified under item 7 of this agreement. The Contractor reserves the right to charge landowners independently for their forestry services, apart from the monetary compensation offered, as part of this agreement.

Provision of Extras
10. Prior to the Contractor completing the activities listed in #7; they may contact the Kanabec SWCD to ensure funding is available

Reimbursement of Expenses
11. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement.

Return of Property
12. Upon the expiry or termination of this Agreement, the Contractor will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Capacity/Independent Contractor
13. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice
14. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Kanabec SWCD
   2008 Mahogany St Ste 3
   Mora, Minnesota, 55051
   (320) 679-3982 Email: Deanna@KanabecSWCD.org
Independent Contractor Agreement

The Contractor to be named:

b. Company Name: ________________________________________________
c. Name (first, last): _______________________________________________
   Address: ________________________________________________________
   _______________________________________________________________
   _______________________________________________________________

   Phone: __________________________________________________________
   Email: __________________________________________________________

or to such other address as any Party may from time to time notify the other.

Insurance

15. The Contractor will be required to maintain general liability insurance including coverage for
    bodily injury and property damage at a level that would be considered reasonable in the industry
    of the Contractor based on the risk associated with characteristics of this Agreement and only to
    the extent permitted by law. All insurance policies will remain materially unchanged for the
    duration of this Agreement.

Additional Clauses

16. The Contractor agrees to defend, indemnify, and hold harmless Kanabec SWCD, its board,
    officers, employees, and agents, from any claims, demands, actions or causes of action, including
    reasonable attorney’s fees and expenses, arising out of any act or omission on the part of Kanabec
    SWCD, or its subcontractors, partners or independent contractors or any of its agents, including
    but not limited to family and friends, or employees in the performance of or with relation to any
    obligations under this Agreement.

Nondiscrimination:

17. The Contractor will not discriminate against any employee, client or applicant for employment because of
    race, color, creed, religion, ancestry, sex, national origin, sexual preference, disability, age, marital status
    or status with regard to public assistance or as veteran. Such prohibition against discrimination shall
    include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment
    or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and
    selection for training, including apprenticeship.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either
    Party in connection with this Agreement will only be binding if evidenced in writing signed by
    each Party or an authorized representative of each Party.
**Time of the Essence**

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

20. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

**Entire Agreement**

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Titles/Headings**

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

23. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

24. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

25. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
Waiver
26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ______________day of__________________________.

Approved Minnesota Forest Stewardship Plan Preparer (the Contractor)

____________________________
Signature (the Contractor)

____________________________
Signature (the Customer)

Printed Name (the Contractor)

Deanna Pomije, Kanabec SWCD
Printed Name (the Customer)