



Onboarding Paperwork

Please complete and return the following documents to work as an independent contractor for **Seabo Seafood LLC**.

- **W-9** (attached)
- **Release of Liability** (attached) - If under the age of 18 parent signature required
- **Independent Contractor Agreement** (attached) - please don't forget to initial in the contractor line on all pages, and sign the last page
- Photo of your **Driver's license**
- Copy of your current **Commercial Fishing License**

Please have this paperwork emailed back to me (SeaboSeafoodLLC@gmail.com) before you leave the dock.

Thank you so much and we look forward to fishing with you!

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/> - <input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SEABO SEAFOOD LLC
WAIVER & RELEASE OF LIABILITY CLAIMS AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

ALL CONTRACTOR COMMERCIAL FISHERMAN FISHING UNDER SEABO SEAFOOD LLC must complete the waiver form before the beginning of the first fishing trip.

I hereby acknowledge that participating in fishing activities presents a risk of personal injury, death, and damage or loss of personal property which may result from, but is not limited to the following: fishing bodies of water; boarding and unboarding of watercrafts; natural hazards including, but not limited to, lightning storms and other adverse weather conditions, domestic or wild animals, fires, travel either on foot or in a vehicle in unfamiliar terrain or over fences and other structures, artificial and natural obstructions, and unimproved roads as well as traveling in company owned vehicles.

I hereby acknowledge and recognize the existence of these risks, and ASSUME ALL RISKS COMPLETELY, and agree that I SHALL HOLD HARMLESS AND TAKE NO ACTIONS OR SUITS, FOR DEBTS, DUES, SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER AT LAW OR IN EQUITY AGAINST SEABO SEAFOOD LLC and its owners, agents, officers, and employees, his or her heirs, executors, assigns, administrators, property or other guides or aides for injury, death, property damage or loss associated with relating to or arising from those risks enumerated above or otherwise that occur while I am participating in any activities related to commercial fishing or sales. I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless released parties from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SEABO SEAFOOD LLC equipment, including any such claims which allege negligent acts or omissions of released parties.

Should SEABO SEAFOOD LLC, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims, which I might otherwise assert or maintain against SEABO SEAFOOD LLC and its owners, agents, officers and employees. These rights are specifically, but not limited to, rights arising from claims or demands for acts of omissions or negligence in any degree of SEABO SEAFOOD LLC, their CAPTAIN, aides and all other related persons or entities. Under no circumstances will SEABO SEAFOOD LLC and/or its owners, agents, officers and employees be held liable for damages.

I understand that this contract reflects our entire agreement and that my signature indicates that I have read and understand this document and that I have signed this document of my own free will.

I understand that this waiver applies to any and all trips I participate in with SEABO SEAFOOD LLC and its owners, agents, officers and employees. I further state that I am of lawful age to sign this release and waiver agreement or that I am signing it on behalf of a minor for whom I am legally responsible.

If signing for a minor you are legally responsible for, please sign again below.

Signature: _____ Date: _____

Printed Name: _____

Phone Number: _____ Email: _____

Emergency Contact: _____ Phone Number: _____

I hereby give consent that my child/children or minor for whom I am legally responsible as here listed participate in a COMMERCIAL FISHING trip, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I hereby agree to hold SEABO SEAFOOD LLC and its owners, agents, officers, and employees, and any other persons or entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of death or any injury or property damage that said minor may sustain while participating in said activity.

Minor's Name: _____ Relationship: _____

Minor's Name: _____ Relationship: _____

Guardian Signature: _____ Date: _____

CALIFORNIA INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made between SEABO SEAFOOD, LLC. with a mailing address of 9625 MISSION GORGE ROAD STE. B2-146, City of SANTEE, State of CALIFORNIA. ("Client")

AND

_____ with a principal place of business at _____, City of SAN DIEGO, State of CALIFORNIA ("Contractor"). The Client and Contractor shall be known collectively as the "Parties".

WHEREAS this Agreement shall be made effective on the ____ day of _____, 20____.

THE PARTIES AGREE AS FOLLOWS:

1. Services to Be Performed

Commercial Fisherman/Crew/Deckhand/Delivery

2. Payment

In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor in the following manner: An agreed percentage of the sold fish. Contractor will be paid after the money is received by the buyer.

Contractor shall be paid within a reasonable time after event.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing Services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, and cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the Services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

Contractor has the right to perform Services for others during the term of this Agreement.

Contractor shall receive any training from Client in the professional skills necessary to perform the Services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, commercial fishing licenses, and certificates required to carry out the Services to be performed under this Agreement.

7. State and Federal Taxes

Client shall not: Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; Make state or federal unemployment compensation contributions on Contractor's behalf; or Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing Services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health benefits, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work or Services performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles.

Comprehensive general liability insurance coverage including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing Services under this Agreement.

13. Term of Agreement

This agreement will become effective on the Effective Date after being signed by both parties and will terminate on the earlier of: the date Contractor completes the Services required by this Agreement or the Client or Contractor terminates this Agreement in accordance with Section 14.

14. Terminating the Agreement

Both parties agree that the contractor's services are at-will. As such, this Agreement is subject to termination by either party at any time with or without notice, and with or without cause. Nothing in this Agreement, should be interpreted to eliminate the at-will status of the Contractor.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only in writing and signed by both parties.

17. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform Services on Client's behalf.

Proprietary or confidential information includes:

The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of; Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; Information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's Services to Client; and Other.

Upon termination of Contractor's Services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Section 17 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Section 17 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

18. Proprietary Information.

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs,

inventions, creations, works, devices, models, works-in-progress, and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

19. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

20. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

21. Applicable Law

This Agreement shall be governed under the laws in the State of California, without giving effect to conflict of laws principles.

22. Attachments.

There are additional attachments or addendums to this Agreement described as:
Release of Liability Agreement

23. Signature Area

Client's Signature _____ Date _____

Print Name _____

Contractor's Signature _____ Date _____

Print Name _____

If Contractor is under 18 Parent or Guardian must also sign below.

Parent/Guardian Signature _____ Date _____

Print Name _____

Name of Company SEABO SEAFOOD LLC Title of Signer _____

Client's Initials - _____ Contractor's initials - _____