



INDEPENDENT CONTRACTOR CHECKLIST

Answer the following statements with a "true" or "false." More "falses" are a red-flag for potential misclassification.

INDEPENDENT CONTRACTOR CHECKLIST	TRUE	FALSE
No training will be provided, nor is any necessary.		
The Company is retaining services of an entity, not a specific individual.		
The Company will pay an entity, rather than an individual, for the services.		
The Contractor need not perform the services personally.		
The Contractor will not perform services for an extended period.		
The Company does not anticipate hiring the Contractor as an employee at some point in the future.		
The Company does not hire, supervise, or pay any assistants for the Contractor.		
The Contractor is not a recently separated employee who will be performing the same or similar functions as he or she previously performed.		
The Contractor is able to realize a profit and risks economic loss in providing services.		
The Contractor need not devote substantially all of his or her time to the Company to complete the services.		
The Contractor makes his or her services available to others.		
The Company does not give detailed instructions as to when, where, and how to perform the services.		
The Company does not set the hours of services except insofar as they are part of the general specifications of the agreement between the Company and the Contractor.		
The Company does not have the right to control the order or sequence of performance of the services.		
The Contractor is not required to submit regular or written reports to the Company.		
The Contractor is not evaluated like employees.		
The Contractor does not perform the same function as employees.		
The Contractor's services are not integrated into the Company's business.		
The services are not performed on the Company's premises.		
The Contractor is paid a lump sum instead of hourly.		
The Contractor is responsible for paying for his or her own travel or business expenses.		
The Contractor has his or her own tools, materials, and equipment, as needed.		
There is no regular employment relationship between the Contractor and the Company.		
The Contractor does not have the right to terminate the contractual relationship without the risk of incurring liability.		
The Contractor signs a written agreement that contains appropriate language regarding contractor status and other pertinent terms and conditions.		



A. Dean Bennett
Associate
adbennett@hollandhart.com
208.383.3993