

# Crew Contract

( \_\_\_\_\_ )

Crew Name. (Full Legal Name).

This crew contract is entered by and between Stickin' Together Fisheries, LLC ("Company"), an Alaska Limited Liability Company, of 3381 E. Godfrey Dr., Wasilla, AK 99654, and \_\_\_\_\_ ("Crew"), whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
effective as of the \_\_ day of \_\_\_\_\_.

## Preamble

Introduction and Basic Information about the Company's fishing operations:

- You must be able to work the full season or contract period.
- You must be physically able to stand and work long hours and move heavy objects.
- You must get along well with other people in remote and often wet and cold conditions.
- You must be ready for hard work and have a positive attitude.
- You must follow directions and abide by safety rules.
- You are considered an independent contractor, or self-employed, and as such you will receive a 1099 misc. tax form.
- No tax withholdings will be conducted by Company.
- Company holds four independent set-net operations. Crew will work, and be paid a crew-share, from the a combined operations of ADL names of Sean Braman, and Nicole Riga, Tammy Braman and Nolan Braman.
- The company reserves the right to place the crew on the set-net operation of company's choice, and reserves the right to make modifications mid-season as the need arises. The crew will be paid on the nets they actively worked each period.
- Smoking is prohibited in any property or by any fellow fisherman.
- We have pets. Please consider your allergy or tolerance issues.

## Agreement

In consideration of the mutual terms and conditions of this Contract, Company and Independent contractor agree as follows:

1. Employment. Company shall employ the crew for the season in the Egegik District, for the dates of 2019 salmon fishing \_\_\_\_\_ as Company's crew member. **Crew is at-will and may be terminated at any time and for any reason consistent with the law.** All earned Crew share will be paid to terminate Crew unless Crew has breached this Contract.

2. Responsibilities. The responsibilities and duties of Crew are as follows:

(i) Crew must be available and on hand for each tide that Company is permitted to fish, regardless of weather or personal reasons.

(ii) Crew is responsible for any and all taxes arising from fishing activities. Crew will be required to complete a W-9 prior to receiving payment. A 1099 will be sent to the address listed on the W-9; it is the responsibility of Crew to update any changes in a timely fashion. Note: IRS deems fishing as self-employment income.

(iii) Duties are varied and diverse and working hours are long and arduous. Crew will be placed in the position and on the operation best suited to that operation. Housekeeping duties will be equally shared amongst the team members; cooking, dishes, table duties and fuel of equipment will be rotated daily.

(iv) Per regulations, a government-issued ID is required to be on Crew's person during all times that the operation is "fishing".

(v) Crew is required to furnish a crew-member's license (which may be purchased in King Salmon) and personal gear. A list will be provided of suggested gear.

3. Salary. Your share of \_\_\_\_\_ will be calculated based on ninety-five percent (95%) of set-net catch ( XX net landed value, \_\_\_\_\_ gross landed value) of the catch for the tides actively fished by Crew under the fishing permit held by Tammy Braman, Member and Manager of Company, and ninety-five percent (95%) of the catch under the fishing permit held by Nicole Riga, and ninety-five percent (95%) of the catch under the fishing permit held by Nicole Riga Member of Company, ninety-five percent (95%) of the catch by Sean Braman, Member and Manager of Company, for the tides actively fished by Crew. No promises or estimates of revenue are offered. The price paid by processors for the fish is based on supply; therefore, payment will be made when the price is set in accordance with Company's normal payment policy, and will be subject to required withholdings and deductions.

\_\_\_\_\_

The crew member does not receive a share of post-season price.

The managers may, in their absolute discretion, pay bonuses or additional compensation to reward extraordinary performance and results. A -0- bonus will be paid if Crew satisfactorily completes the terms of his Contract, less deductions.

4. Crew information. The Crew is required to declare his previous history of medical conditions including back injuries, back pain, heart disease, diabetes, lung disease, hernia, broken or dislocated bones or joints, allergies, seasickness, alcohol or drug dependence, or other injury or disease that may be aggravated or affect performance of duties.

Crew's emergency contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

5. Facilities. Equipment and personal gear must be handled with due diligence and care. All equipment will be handled with respect and in accordance with all verbal directions. Personal gear is expected to be rinsed and hung to dry after each opening. Driving ONLY where instructed is crucial as the beach has hidden hazards which are not easily discernible. Any use of Company gear requires daily maintenance and a thorough cleaning at the end of the season. A thorough cleaning and winterization of personal living space is also expected. A cleaning fee will be imposed if the cabin and gear is not acceptably cleaned and winterized. Smoking, of any kind, is not permitted and will not be tolerated in any company property. Furthermore, smoking, of any kind, is not to be conducted in the presence of any other team member. An automatic cleaning fee of \$250.00 will be imposed if it is determined that you have smoked in our vehicles or buildings.

6. Expenses.

(i) Airfare will be paid roundtrip from the Seattle/Portland or Anchorage area (unless negotiated) to Egegik, provided Crew remains in compliance with the Contract for its entire term. If Crew quits the job, Company will not pay for return travel and will deduct the value of return travel from the Crew's final payment.

(ii) Egegik, Alaska is a remote seasonal fishing village; therefore, communication is limited. Internet usage is reserved for Company business use. The only reasonable cell phone service is offered by GCI, which offers a month-to-month no-contract plan. Note: a GCI cell signal is not available at the main cabin. Company does have service from a local carrier, which Crew may use, provided he has a calling card for charges. However, Company gives advance warning that the service is not reliable.

(iii) Crew is required to furnish a crew-member's license (which may be purchased in King Salmon) and personal gear. A list will be provided of suggested gear.

7. Term. The term of employment shall continue until it is terminated in accordance with this Contract.

8. Negotiations. The terms and provisions of this Contract are the result of arm's length negotiations between Company and Crew. Company and Crew each has had the benefit of counsel, to the extent it or he deemed appropriate. Therefore, this Contract shall not be construed either for or against a particular party by reason of draftsmanship or otherwise.

9. Non-competition. Crew, acting on his own, or through others, shall not engage directly or indirectly as an individual, partner, director, officer, manager or stockholder in a business activity that competes with any of Company's or its affiliated businesses. The covenant against competition shall only apply to business activity in the Egegik District area and

within thirty (30) miles of any area of fishing conducted by Company. The covenant against competition shall apply during the term of this Contract (including renewals).

10. Entire Agreement. **Crew is an at-will crew of Company and can be terminated at any time for any reason consistent with the law.** This Contract contains the entire agreement of the parties regarding Company's employment of Crew, and supersedes all previous agreements regarding employment of Crew. This Contract may not be changed orally or by course of performance, but only by agreement in writing signed by the party against whom the enforcement of any waiver, change, modification, extension or discharge is sought.

11. Miscellaneous. The interpretation, construction, enforcement and validity of this Contract shall be governed by the laws of the state of Alaska. Each of the paragraphs and subparagraphs hereof are divisible and separate to the extent necessary to preserve the validity and legality of the remainder. The prevailing party in any litigation or arbitration shall be entitled to recover from the other party actual reasonable attorney fees and costs.

STICKIN' TOGETHER FISHERIES, LLC

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CREW

DATE: \_\_\_\_\_

\_\_\_\_\_  
Crew's Signature

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Date of Birth (for travel)

\_\_\_\_\_  
SSN (taxes)

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Email address