

Tradesman Compliance Reminder

We need some additional information before we can begin to use your company on our jobs. Please furnish all of the following items in addition to Insurance Requirements as soon as possible.

- _____ List of three references with phone numbers.
- _____ Completed W-9 (attached)
- _____ Signed contract (attached)
- _____ Five business cards
- _____ Background Release Form for everyone on a PDR jobsite

Insurance Requirements

- _____ Copy of your Auto insurance card (usually in your glove box).

General Liability Insurance:

You *must* supply the following:

Private General Liability Insurance

Please furnish a Certificate of Insurance with Paul Davis Restoration Denver West/Arapahoe County named as the Certificate Holder. (Ask your insurance agent for this). Paul Davis Restoration requires that all Tradespeople carry \$2 Million in General Aggregate and \$1 Million for Each Occurrence.

Workers Compensation Insurance:

You must select/supply one of the following options.

A: Your Workers Compensation Policy Certificate

B: Waiver of Workers Compensation

If you are an Owner of your company you may decline workers compensation by completing the attached form.

Please provide us all of the required information at your earliest convenience. We look forward to a mutually profitable working relationship with you. If you have any questions feel free to call (303) 338-8232.

Sincerely,

Susie Osentowski
JCA/ Office Manager

ATTENTION TRADESMEN:

In accordance with Paul Davis Restoration Corporate Guidelines, all of our Tradesmen must carry \$2 million in General Aggregate and \$1 million for Each Occurrence on their General Liability Insurance.

****We cannot issue any checks until we have a copy of your General Liability, Workman's Comp (or Waiver) and a W-9. We cannot issue a check if Insurance is expired. Please make sure your carrier gets us updated Insurance certificates on time for timely payment.**

Checks are processed by Tuesday of each week, all invoices need to be in the previous Friday to receive payment the following Friday.

Our fax# is: 303.338.8191

Checks will be mailed out Friday morning unless notified by Thursday morning that tradesman will pick it up in person with picture ID.

TRADESMAN AGREEMENT (SA1)

This agreement, is made this ____ day of _____, 201 ____ by and between Paul Davis Restoration of Arapahoe County / Denver West (hereinafter designated as "Corporation") and _____ (the "Tradesman," hereinafter designated as "Company").

Witnesseth, that Corporation and Company, in consideration of their mutual promises to each other hereinafter stated, and in consideration of the covenants, agreements, and conditions hereinafter contained and set forth, have agreed, and by these presents do agree as follows:

1. Corporation agrees that it shall from time to time offer a job to Company on a work order form, a copy of which is attached hereto and incorporated by reference herein and further agrees that if Company accepts the offer, Corporation shall pay to Company the sum shown on the said work order for each job assigned, said sum to be designated as "job cost".
2. Company agrees that it shall furnish necessary labor, materials, supplies, place of work, equipment, instrumentality's, and tradesperson permits to satisfactorily complete each job offered by Corporation and further agrees that it shall accept the sums shown on said work order for each job accepted, said sub to be designated as "job cost".
3. Corporation agrees that it shall be responsible for estimates, sales, and collections and for general contractor licenses, accounting, and records.
4. Company agrees that it shall perform each accepted job in a good and workmanlike manner, that it shall correct any work which is not performed in a good and workmanlike manner to the satisfaction of the property owner with whom the Corporation has a contract, that it shall make no changes on any job without the prior written-approval of the Corporation, and that it shall ensure that all materials used on each accepted job shall be of good and workmanlike quality so as to adequately meet the intent and specification of the work order, and Corporation agrees that Company may charge to Corporation materials for accepted jobs by securing a Purchase Order from Corporation for each supplier on each separate materials order, said material cost to be charged against the job cost amount of Company on such accepted job. Company agrees to be solely responsible for the completion of the job according to specifications and for the work to be completed in a time frame acceptable to the Corporation. Company guarantees its workmanship for one year from the date of the signing of a completion certificate by the property owner or the receipt of final payment from Corporation, whichever occurs first.
5. Company agrees that it shall correct any work which it does not perform in a good and workmanlike manner within three (3) calendar days from the date that it is placed on notice of the problem. If Company fails to correct such work within three (3) calendar days, Corporation may take steps to ensure that the problem is corrected and the cost of such correction will be charged against future amounts due to Company. In no way is the correction of the problem by Corporation and the charge against future amounts due to Company to be considered a waiver by Corporation of a breach of this Tradesman Agreement by Company. In any event where, as a result of poor or incomplete work, the property is subject to additional damage, Corporation may, at its sole option, elect to correct such damages itself and all cost thereof shall be borne by Company.
6. Company agrees that it shall be solely responsible for withholding and payment of all Income Taxes, FICA Taxes, and Unemployment Compensation Taxes on Company and its Employees, and Company directs Corporation not to withhold such taxes and agrees that if any Federal or State Agency rules that Company is not a bona fide Company and levies any assessments, penalties, or back taxes, then Company shall be solely responsible for such assessments, penalties, or back taxes on itself and its employees.
7. Company acknowledges that it is responsible for all necessary insurance coverage for its vehicles, equipment, and personnel. Company further acknowledges that these costs are budgeted into the amount assigned to Company on each work order. Therefore, Company agrees that Corporation may deduct from the payments due on any work order any insurance cost incurred by Corporation as a result of Company's status or change of status as an insured or uninsured sub-contractor.

NOTIFICATION AND RELEASE

Sales Representative Todd Maguire

Company Name Paul Davis Restoration - Denver CO

Access ID _____ BeeCheck ID 0000112439886000

CAC Code AD60

The information contained in my application for employment with (company name) Paul Davis Restoration - Denver CO (hereinafter, "The Company") is true to the best of my knowledge and belief. I understand that any misrepresentation or false statement made by me in connection with the application or any related documents which is deemed material by The Company shall result in The Company not employing me or, if employed, terminating my employment. I understand and agree that all information furnished in my application and all attachments may be verified by The Company or its authorized representative. I hereby authorize all individuals and organizations named or referred to in my application and any law enforcement organization to give The Company all information relative to such verification and hereby release such individuals, organizations and The Company from any and all liability for any claim or damage resulting therefrom. I hereby acknowledge that I have been informed by The Company that The Company may seek to obtain a consumer report and/or investigative report that will include personal information regarding me, including but not limited to, educational history, work references, driving record, drug testing and criminal convictions or arrest records if allowed, in order to assist The Company in making certain employment decisions. I further acknowledge notification by The Company that reports may be provided to The Company by other firms subcontracted for that purpose. I, my heirs, assigns and legal representatives, hereby release and fully discharge The Company, its parent and affiliated companies and the respective officers, directors, shareholders, employees, agents of each, including subcontractors, from any and all claims, monetary or otherwise, that I may have against The Company, its parent, affiliates or subcontractors, arising out of the making, or use of, either a consumer report and/or investigative report, including any errors or omissions contained or omitted from such reports or investigations. The Company agrees to inform you if an employment decision has been influenced by information contained in a consumer report, made at our request by Castle Branch Inc. You may obtain a free copy of the report within sixty days by calling Castle Branch Inc. collect at (910) 815-3880 or toll free at (888) 520-0520. The Company will make available to you "A Summary of Your Rights Under The Fair Credit Reporting Act."

PLEASE PRINT

Name (First, Middle, Last) _____ Date of Birth (mo/day/yr) _____ / _____ / _____
Maiden Name or "AKA" (First, Middle, Last) _____ Dates Used (yr) from _____ to _____
Social Security # _____ Driver's License # _____ State _____

Current and previous address(es). PROVIDE ALL ADDRESSES FOR PREVIOUS 7 YEARS. (Use extra page if necessary)

Street _____ From _____
City, State, Zip, County _____ To _____
Street _____ From _____
City, State, Zip, County _____ To _____
Street _____ From _____
City, State, Zip, County _____ To _____

Applicant Signature _____ Date _____
signature required

For Employer Use Only: Please mark (✓) the searches to be conducted.

Contact Susie Osentowski Email Sosentowski@pdr-usa.net
Phone 3033388232 Fax 1-303-338-8191

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|--|---|
| <input type="checkbox"/> County Criminal - All Counties past 7 years | <input type="checkbox"/> Social Security Verification |
| <input type="checkbox"/> County Criminal - County of Residence | <input type="checkbox"/> Residency History |
| <input type="checkbox"/> Statewide Criminal - (State: _____) | <input type="checkbox"/> Employment verification (previous _____ employers) |
| <input type="checkbox"/> Federal Criminal - Nationwide | <input type="checkbox"/> Reference verification (_____ References) |
| <input type="checkbox"/> Federal Criminal - Statewide (State: _____) | <input type="checkbox"/> Education verification (highest completed) |
| <input type="checkbox"/> Civil Records - (County of Residence) | <input type="checkbox"/> Professional License Verification |
| <input type="checkbox"/> Nationwide Criminal Database | <input type="checkbox"/> Credit Report - Employment |
| <input type="checkbox"/> Parole & Probation Records (State: _____) | <input type="checkbox"/> Patriot Act Search |
| <input type="checkbox"/> Sexual Offender Index Check (State: _____) | <input type="checkbox"/> Search Maiden Name, Birth Name or "AKA" (each name constitutes an additional search) |
| <input type="checkbox"/> Motor Vehicle Records (State: _____) | <input type="checkbox"/> Workers' Compensation Records |

Fax to (910) 815-3881 or call (910) 815-3880

8. Corporation agrees that it shall pay to Company the agreed sum stated in paragraph one (1) and paragraph two (2) on the following bases:
 - A. One Hundred Percent (100%) of the job cost will be due when the Company submits to the Corporation a completion certificate signed by the owner, subject to verification of completion and payment of the draw request on Friday of the week following its submission.
 - B. In situations of jurisdiction inspections, a predetermined percentage of work order payout will be held back subject to pass/fail of jurisdictions inspection process. Will be paid Friday following the inspection, provided that no complaint or dissatisfaction has been expressed by Inspector. Company will submit a detailed invoice for each draw prior to payment thereof. Company agrees that it shall accept payment on the aforesaid bases and further agrees that payment will not be demanded until or after 3:30 PM of the Friday of payment.
9. Company agrees that it shall not discuss prices, cost, expenses, additional work, or the terms of this agreement with anyone other than the salesperson of Corporation and further agrees to notify Corporation immediately of leads or inquiries concerning additional work whenever said leads or inquiries arise from jobs assigned by Corporation.
10. Company agrees that it shall provide its office space and telephone services; Corporation agrees that Company may advertise its services in any media or manner and further agrees that Company may accept jobs from other sources as well as from Corporation.
11. Corporation and Company agree that the intent of the parties is that an independent contractual relationship shall exist between them. Company further acknowledges that it is in business for itself.
12. Company shall be liable for any and all damages suffered by Corporation that may arise from Company unilaterally ceasing work on a job prior to completion of its responsibilities under an assigned and accepted work order for that job.
13. Any controversy or claim arising out of or relating to this Agreement or breach thereof, which cannot be settled by the parties hereto, shall be settled by arbitration. Each party shall select one arbitrator and the two of them shall select a third party and a majority of the three shall decide the issue and such decision shall be binding on each of the parties to the arbitration. A representative of the Franchisor shall serve as Advisor to the committee but shall not be present during any deliberation of the committee. The committee shall determine which party or parties pay the expenses of the arbitration and may require at its own discretion a deposit to cover said expenses.
14. Notwithstanding the provisions of paragraph 13 above, if either party hereto shall institute litigation against the other party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party in connection with such litigation.
15. The Corporation desires that all of its tradespeople be cognizant of and adhere to good safety procedures and practices. Company shall sign for receipt and understanding of the Safety Rules attached as an Addendum to this Agreement.
16. Corporation and Company agree that this Agreement shall be effective on the date designated above and further agree that this Agreement shall be continuous in nature until termination which may be effected by either party upon giving thirty (30) days written notice of termination to the other party.
17. The attached IRS W-9 request for Social Security or Tax ID number to appear on 1099 Forms shall be completed and a copy attached to each Independent Contractual Agency Agreement signed by the Corporation.
18. Should one particular provision of this Agreement, or any word, phrase, sentence, clause, or paragraph thereof be declared invalid or illegal by any federal, state, county, or municipal government, such invalidity or illegality shall not effect the other provisions hereof, but the remainder of the provisions hereof shall, nevertheless, remain in full

force and effect and shall be construed in all respects as if such invalid or illegal provisions were omitted.

19. Corporation and Company agree that this Agreement shall not be assigned without written consent of both parties hereto and further agree that this instrument contains the entire agreement between the parties, and no statement, promise, or inducement made by either party hereto, or agent of either party hereto, which is not contained in this written instrument, shall be valid or binding.

Addendum:

Subcontractor understands and agrees that he and his employees are required to fully comply with all government laws pertaining to safety standards. The subcontractor agrees that any fine, assessment or penalty imposed upon the Contractor by failure of the Subcontractor or him employees to comply with these standards will be charged back to and paid by the Subcontractor.

WITNESS TO CORPORATION:

CORPORATION:
PAUL DAVIS RESTORATION OF
ARAPAHOE COUNTY / DENVER WEST

BY: _____

TITLE: _____

WITNESS TO COMPANY:

COMPANY:

SIGNATURE: _____

FED ID # _____

SS # _____

STREET: _____

CITY, STATE _____

ZIP _____

TELEPHONE _____

