



## NEW TECHNICIAN PACKAGE

To:		From:	
Company:			
Fax:		Pages:	
		Date:	

**PLEASE FAX BACK TO ME @ 877-560-8967:**

❖ A copy of your Certificate of Insurance (*I must have this ASAP.*)  
The certificate must name...

**Assurance Facility Management, Inc.  
P.O. Box 654  
BURLESON, TX 76097**

...as additional insured.

- ❖ A copy of your current Worker Compensation Insurance (WSIB) **OR** a signed and notarized copy of the workman's compensation exemption release form (*attached*).
- ❖ The signed hold harmless agreement (*attached*).
- ❖ The technician information form (*attached*).

Thanks,

Service Department

Assurance Facility Maintenance, Inc.

817-447-6100 (Phone)

877-560-8967 (Fax)

[service@assurancefm.com](mailto:service@assurancefm.com)



Assurance Facility Management, Inc.  
P.O. Box 654 • Burleson, Texas 76097  
817-447-6100 Ph • 877-560-8967 Fax



## Direct Deposit Authorization Form

Business Name: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Direct Deposit Authorization

I hereby authorize Assurance Facility Management, Inc to initiate automatic deposits to my account at the financial institution name below.

Further, I agree not to hold Assurance Facility Management, Inc responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Assurance Facility Management, Inc receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to Assurance Facility Management, Inc.

**Name of Financial Institution:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Account Type (circle correct):** Checking / Savings

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



Assurance Facility Management, Inc.  
P.O. Box 654 • Burleson, Texas 76097  
817-447-6100 Ph • 877-560-8967 Fax

**WORKERS COMPENSATION RELEASE**

IF AS A BUSINESS OWNER YOU ARE EXEMPT FROM WORKERS COMPENSATION IN YOUR STATE **YOU MUST SIGN, NOTARIZE AND RETURN THIS FORM** TO ASSURANCE FACILITY MANAGEMENT, INC. OTHERWISE PLEASE SEND US A COPY OF YOUR WORKERS COMPENSATION INSURANCE.

PLEASE BE ADVISED THAT BY SIGNING AND NOTARIZING THIS FORM, ASSURANCE FACILITY MANAGEMENT, INC. WILL BE HELD HARMLESS FROM ANY LEGAL ACTION REGARDING LIABILITY OR WORKERS COMPENSATION SUITS.

**To Whom It May Concern:**

My business name is \_\_\_\_\_ and I am an officer of that business.

I currently hold an exemption from workers compensation coverage which I have attached a copy of.

Furthermore, I have no employees other than myself in this company.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_ Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

Notary (Signature of Notary Public)

\_\_\_\_\_  
Notary (Printed, typed or stamped commissioned name of notary public)

Personally known to me \_\_\_\_\_

Or produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_



**Assurance Facility Management, Inc.**  
 P.O. Box 654 • Burleson, Texas 76097  
 817-447-6100 Ph • 877-560-8967 Fax

## SUBCONTRACTOR SERVICE AGREEMENT

**AGREEMENT** made this date \_\_\_\_\_, \_\_\_\_\_ by and between the following:  
 Assurance Facility Management, Inc., a Texas Company ("AFMI"), and ("SubContractor") as indicated below:

PRINTED COMPANY LEGAL NAME: \_\_\_\_\_ as ("SubContractor").  
*(AS IT APPEARS ON ALL FEDERAL TAX FORMS)*

PRINTED COMPANY DBA (DOING BUSINESS AS) NAME: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

MAILING/BILLING ADDRESS: \_\_\_\_\_

CITY, STATE/PROVINCE & ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

SUBCONTRACTOR CONTACT PERSON: \_\_\_\_\_ (Please Print)

PHONES:	BUSINESS _____	FAX _____
	PAGER _____	MOBILE _____
	HOME _____	OTHER _____

SOCIAL SECURITY # or FEDERAL ID # \_\_\_\_\_  
*(AS IT APPEARS ON YOUR FEDERAL TAX FORMS)*

### Service Instructions

**1. INSTRUCTIONS:**

- a. Provide Assurance Facility Management, Inc (AFMI) with Estimated Time of Arrival (ETA) and/or Scheduled Time for all visits to customer location.
- b. SubContractor is to schedule all work in advance with Project Manager/Account Coordinator and/or Customer Service Representative to the Store Manager's satisfaction.
- c. Work and Service dates not met can result in costs incurred due to tardiness and/or no show.

The parties agree as follows:

**THE WORK:** SubContractor agrees to perform maintenance services, the "WORK", as indicated and at the price as negotiated, for locations that may vary as determined by AFMI, including the furnishing of labor, materials and equipment (hereinafter referred to as the "Work"), as described in this contract and on work orders issued to SubContractor in writing from time to time. All Work, set forth in this agreement or in a subsequent purchase order, shall strictly comply with Manufacturer's Requirements or other documents applicable to the Work

This will serve to confirm that "SubContractor", listed above, has agreed to perform certain SubContractor services for AFMI. SubContractor agrees to render the Work at a high level of proficiency equal to, or exceeding, AFMI standards, as they may exist from time to time. The Work shall be rendered for a list of locations agreed upon or added to as agreed upon between the two parties. Upon SubContractor's satisfactory completion of all Work required by this Agreement, SubContractor shall complete and submit to AFMI the SubContractor's written invoice and signed Service Ticket or any other similar form, which may be required by AFMI or its Customer as "The Service Ticket" (or functional equivalent required by AFMI or Customer) completed, dated, and signed by the customer and SubContractor. Customer must sign on site, at the time of completion. Payment will not be made without signed Service Tickets or valid Certificates of Insurance.

**Project Change Orders:** All change orders must have written authorization from the AFMI Representative before work is commenced in order to ensure you will be paid for the work. All payment requests including claims for additional work must include a formal signed AFMI Change Order in order for your draw to be processed and paid. Should AFMI, at any time during the progress of the work, request any changes in the scope of the Subcontract Work in this Subcontract, SubContractor shall have the right and power to make such requests and Subcontractor shall within two (2) days thereafter submit an itemized estimate reflecting any cost changes required to make the changes, it being distinctly understood and agreed, regardless from whom orders may be taken for changes in the scope of the work originated, that no such changes are to be made except by a subcontract change order issued by AFMI.

**Work Orders:** Scope of Work for Work Orders and/or Purchase Orders can be adjusted via verbal or written communication but written confirmation is the preferred method unless SubContractor is onsite performing the work. Such verbal adjustments shall not exceed \$500.00, unless verbally authorized by Manager Level AFMI Representative which shall not exceed \$1,000.00.

Even if a store employee may ask you to perform work with a verbal authorization, you must get that authorization from AFMI before proceeding. Any work done with only a verbal agreement may result in not being paid, if work exceeds allowable approval limits as listed above. Also, please note a superintendent is not authorized to approve change orders for additional work or to exceed \$500.00 limits for approval. That approval must come from the AFMI Corporate Representative.

Work must be completed to the store manager and AFMI Project Manager's satisfaction. If the manager is not satisfied, SubContractor will take immediate corrective measures in all areas in question at no additional charge, to insure manager's satisfaction, but shall not change scope of work without AFMI's approval.

This will serve to confirm that "SubContractor", listed above, has agreed to perform certain SubContractor services for AFMI. SubContractor agrees to render the Work at a high level of proficiency equal to, or exceeding, AFMI standards, as they may exist from time to time. The Work shall be rendered for a list of locations agreed upon or added to as agreed upon between the two parties.

SubContractor shall warrant the work to be free from defects and guarantee the installation of any new equipment/parts to meet manufacturer expectations for a period of 1 year from date of installation, and a 90-Day warranty on labor or service. Services rendered for routine maintenance shall be guaranteed to meet all manufacturers specifications for service and shall not void any warranties. See Exhibit A for additional instructions.

Where a workorder is requiring use of the IVR System: Expectations are that EVERY time a tech arrives or leaves the premises they will utilize the IVR system. This allows us to monitor progress in real time, and provides us with visibility to actual time spent on site. If the IVR is not completed, payment will not be made, if Customer chooses not to pay.

## TERMS AND CONDITIONS

**TAXES.** All taxes are included in the agreed upon price, including but not limited to US Federal, State, or local Taxes, county and municipal excise, gross receipts, sales, use, payroll taxes, contributions for employment insurance, old age pensions (including Social Security) or annuities. Sales and use taxes apply to material only, unless otherwise specified by Applicable Laws. Taxes must be broken out in Subcontractor's pricing and invoices.

**LIABILITY.** THE EXPRESS WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MECHANICALITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall AFMI be liable to the SubContractor for indirect, consequential (including lost profits), incidental,

special, punitive or exemplary damages or any other damages which are not direct damages, even if AFMI has been notified of the possibility of such damages. The SubContractor acknowledges that the limitations of liability contained in this Agreement are a bargained for element of this Agreement and that the prices charged by AFMI would be higher without these provisions. SubContractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate which shall include, but not be limited to contractual liability, or such greater limits as may be required by AFMI. SubContractor shall also maintain comprehensive automobile liability coverage with a combined single limit of not less than \$500,000, workers' compensation insurance coverage with limits not less than \$500,000.00 bodily injury per accident/employee, \$500,000.00 bodily injury per disease/employee, \$500,000.00 policy limit disease and employers liability coverage with limits of not less than \$500,000 and shall require all sub-contractors to provide similar coverage. No alternate forms of coverage will be accepted under any condition (occupation accident and excess employees liability policies are not accepted). SubContractor shall include AFMI as an additional named insured in connection with all coverage and shall provide AFMI with a certificate of insurance evidencing same and the required coverage prior to beginning of Work. The aggregate must be applicable on a per project basis. AFMI and its customers must be named as an additional insured on a primary basis. Limits must also be evidenced in effect and should any sub-contractor engage another sub-contractor, the same conditions will apply to each sub-contractor.

**SERVICE PROVIDER.** The SubContractor acknowledges that AFMI is providing only a means for the SubContractor to communicate to the Customer's maintenance service providers and/or store employees. AFMI will not be liable for any of these providers' performance or failure to perform or for making any payment to any of these providers except as provided herein. Further, AFMI will not be liable for any error or misuse of AFMI's services by the SubContractor, in connection with the Work.

**INDEMNIFICATION.** To the fullest extent permissible under applicable Laws: SubContractor shall reimburse, indemnify, hold harmless and defend AFMI, its employees, agents, servants, customers, clients, client's landlords and representatives from and against any and all liens, suits, judgments, losses, damages, expenses, or expense (including reasonable attorney's fees) arising out of the SubContractor's errors or omissions or any breach of this Agreement, claims, suits and demands of whatever nature, including those resulting from damages or injuries, including death, to any property or persons, caused by or arising out of any action, omission, breach or operation under the Contract or in connection with the Work attributable to the SubContractor, any of SubContractor's workers, additional subcontracted services, any material supplier, any of their respective employees, agents, servants and indemnify AFMI, its employees, agents, servants and representatives hereunder for any damages or injuries, including death, to any property or persons of AFMI, its employees, agents, servants and representatives including legal fees and all court costs and liability (including statutory liability) arising from this Work in whole or in part and in any manner or from injury and/or death of persons or damage to or loss of property resulting from the acts, omissions, breach or default of SubContractor's Sub-contractors, its officers, directors, agents, employees, materialmen, suppliers and sub-contractors in connection with the performance of any work by or for SubContractor pursuant to any contract, Purchase Order and /or related to the Work or any Proceed Order pursuant to the Work. This obligation is contingent upon AFMI giving the SubContractor notice of such claim. AFMI shall remain in sole control over the proceedings with its choice of counsel and full cooperation of SubContractor.

The SubContractor hereby expressly permits AFMI to pursue and assert claims against the SubContractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury. SubContractor will mutually defend and bear all costs of defending any actions or proceedings brought against AFMI, AFMI's Customers, Landlords of AFMI's Customers, AFMI's Customers' employees, AFMI's officers, directors, agents and employees, arising in whole or in part out of any such acts, omission, breach or default. The foregoing indemnity shall include injury or death of any employee of AFMI or Sub-contractor and shall not be limited in any way by any amount of type of damage, compensation, or benefits payable under any applicable workers compensation, disability benefits or other similar employees benefit act. Should the SubContractor engage a Sub-contractor, the same conditions will apply to each Sub-contractor

**INDEPENDENT SUBCONTRACTOR RELATIONSHIP AND COMPLIANCE WITH LAWS.** The relationship of Assurance Facility Management, Inc. (AFMI) and SubContractor is that of AFMI and independent contractor, and no employer-employee relationship is hereby created. Neither AFMI/ nor SubContractor shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship. SubContractor, as an independent contractor, is responsible for compliance with all applicable income tax withholding, unemployment compensation, immigration, municipal, provincial, and federal laws regarding SubContractor's employees. The SubContractor will not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, disability, veteran status or any other status protected by federal, provincial or local law. The SubContractor agrees to comply with all applicable provincial and federal statutes, executive Orders and Regulations relating to non-discrimination in employment. SubContractor must also comply with the employment provisions of the province or state in which they operate. AFMI may terminate SubContractor without further liability to SubContractor for failure to be licensed, and/or failure to have proper insurance as required by this Contract, and/or failure to comply with any law, rule, or regulation. SubContractor agrees to indemnify and hold AFMI harmless and reimburse AFMI for any expenses, attorney's fees or liabilities incurred by AFMI in connection with SubContractor violating any law, rule, or regulation. SubContractor is responsible for any taxes regarding the Services provided and will hold harmless and indemnify AFMI and from any such taxes. The undersigned hereby certifies that SubContractor has verified the employment eligibility and identity of the employees performing Services under the Scope(s) of work referenced above pursuant to Form I-9 requirements, has correctly completed the relevant sections of the Form I-9s for such employees (and to the extent that any violations are discovered that are of a nature that, in the undersigned's judgment, are eligible for cure, such violations have been corrected to the extent possible) as in compliance with all applicable Immigration Laws with respect to such employees.

**NONDISCLOSURE.** Unless provided to the contrary elsewhere in the Agreement, SubContractor and AFMI agree that during the term of this Agreement, including any renewal(s) hereof, and for five (5) years thereafter, neither party may disclose to any third party, or use other than in connection with this Agreement, proprietary information of the other party. SubContractor shall maintain strict confidentiality with respect to AFMI Confidential Information, which shall include any information relating to financial matters, financial statements, financial projections, including operating and capital budgets, marketing and sales, billing rates, terms of trade, gross profits, gross profit margins, customers, servicing methods, suppliers, advisers, equipment, computer systems and software, data bases, operations, operational techniques, strategies, tactics, and any other proprietary information used by AFMI in connection with the Work or its business or otherwise, whether communicated verbally or in writing, and whether stored on paper, computer discs, or on any medium or media. SubContractor shall not disclose, in whole or in part, Confidential Information to any third party. In any case where SubContractor is uncertain whether information or material is Confidential Information, it shall treat such information or material as Confidential Information, and SubContractor shall use Confidential Information only for purposes of this Agreement, and SubContractor shall return all Confidential Information and all reproductions thereof to AFMI upon written request or the expiration or early termination of this Agreement.

**NON-COMPETE AGREEMENT:** SubContractor agrees and acknowledges that in rendering the Work, AFMI will be granting SubContractor access to its Confidential Information, store lists, client confidence, client relationships, and other possible trade secret and proprietary information, which are of unique value to AFMI, and that AFMI would be irreparably harmed if SubContractor were to provide such information to any person or business entity or approach AFMI's clients or customers as an agent or for the purpose of persuading AFMI's client or customer to otherwise use an alternate SubContractor for the purpose of securing this Work.

Therefore, SubContractor agrees that during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, SubContractor will not directly or indirectly, contact or encourage or assist any other entity to act as an employee, agent, consultant, SubContractor, management company, director, or partner, or member or in any other individual or representative capacity for any customer of AFMI existing as of this date, or at the time that this agreement is terminated, for any reason, and will not act in any way to provide the same or similar services to the Work for AFMI's clients or contact or in any way solicit their clients in connection with the further pursuit of this Work. SubContractor acknowledges and agrees that the above covenants are reasonable and necessary for the protection of the business interests of AFMI, that irreparable injury will result to AFMI if SubContractor's breach any of the terms herein occurs, and that AFMI will have no adequate remedy at law. SubContractor therefore agrees that, in the event of any actual or threatened breach by SubContractor of those covenants, that AFMI shall be entitled to immediate ex parte temporary injunctive and other equitable relief, without the necessity of showing actual monetary damages, subject to hearing as soon thereafter as possible, to enforce the provisions of or assert its rights pursuant hereto without the necessity of posting any surety bond or other undertaking. Nothing contained herein shall be construed as prohibiting AFMI from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages which is able to prove. If any court of competent jurisdiction shall at any time deem the terms of the covenants as too broad, or the Territory as too extensive geographically, then the other provisions thereof shall stand, and the restrictive period shall be deemed to be the longest period permissible by law under the circumstances and the Territory shall be deemed to encompass the largest territory permissible by law under the circumstances.

**SEVERABILITY.** Should any provision (s) of this Agreement be declared invalid, illegal or unenforceable pursuant to a final determination of a court of competent jurisdiction or as a result of legislative action, such determination or action shall be construed so as not to affect the validity, legality or enforceability of this Agreement or any other provision hereof. Any provision so declared invalid, illegal or unenforceable shall be deemed removed from this Agreement as of the date of any such final declaration, and shall be deemed replaced as of that date by the most comparable enforceable provision.

**GOVERNING LAW.** This Agreement, its formation, interpretation and enforcement shall be governed by the laws of the State of Texas without giving effect to its conflict of laws principles.

**HEADINGS.** Headings and subheadings used in this Agreement are for convenience only, are not part of this Agreement, and shall not be binding on either party or relied upon in construing this Agreement.

**ASSIGNMENT.** SubContractor may not assign its rights nor delegate its duties under this Agreement without AFMI's prior written consent. All assigned invoices shall be accompanied by Sworn Statements and Waivers of Liens. AFMI may assign this Agreement.

**WAIVER.** The waiver or failures of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right.

**PERMITS AND INSPECTIONS:** SubContractor shall secure any and all permits and/or inspections required by all applicable federal, state and local codes, rules, regulations, ordinances and statutes applicable to the Sites ("Applicable Laws"). Certificates of inspection shall be furnished to AFMI in all cases where permits are required. The cost of such permits and/or inspections is included in the contract amount listed herein.

**EXAMINATION OF THE PREMISES:** It is acknowledged that the SubContractor is familiar with the Work, is satisfied as to all matters necessary for carrying out the Work, and the character of the sites occasioned by SubContractor's execution of the Work.

**NO DISCRIMINATION:** SubContractor agrees that no person with responsibilities in the operation of the Work will discriminate with respect to any sub-contractor, employee or applicant for participation in this project because of race, creed, color, national origin, sex or age.

**WORKMANSHIP AND GUARANTEES:** SubContractor warrants that the performance of the Work will be in accordance with the highest industry practices and standards, and with, this Agreement and all applicable laws. SubContractor shall guarantee all Work to be free from defects in material and workmanship for a period of six (6) months unless otherwise noted.

**SAFETY REQUIREMENTS:** SubContractor shall keep any combustible or offensive materials in metal containers and must remove same at the completion of each day's work. SubContractor shall not permit tobacco use in any building subject to this agreement. SubContractor shall take all necessary and reasonable safety precautions with respect to performance of the Work, and shall comply with all safety measures initiated or required by AFMI or occupant of the Sites or Store Locations and with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the Work for the safety of persons or property in connection with the Work. SubContractor shall report, in writing, to AFMI within three (3) days any injury to any person incurred in the performance of Work.

**SUBCONTRACTORS INVOICES:** SubContractor's invoices must include (when requested by AFMI): (1) cost of labor, (2) cost of materials, (3) sales tax, (4) grand total, (5) authorized extras, if any (must be authorized in writing by AFMI), (6) Copy of Sub-contractor's actual invoice and (7) supporting documents. Invoices must be submitted to AFMI. Lien waivers are required to be submitted with invoices from SubContractors, sub-contractors or from anyone having previously asserted lien rights or provided an intent to assert such rights.

**TERMS OF PAYMENT:** Upon receipt of billing at AFMI's Corporate Office from SubContractor which, in AFMI's opinion, has proper backup attachments and in the opinion of AFMI is due under this Agreement. AFMI reserves the right to make payments to SubContractor in the form of checks payable to SubContractor and to any of its sub-contractors or suppliers that may have the right to assert a claim of mechanics lien against the premises. AFMI may offset against payments required under this Agreement or any monetary obligation between the SubContractor and AFMI, even if the obligation arises out of different Work Orders or may offset against any payments required under this Contract, any monetary obligation, whether the obligation arises out of this Agreement or otherwise. The SubContractor warrants that title to all Work, materials and equipment passes to AFMI upon delivery to the site or upon payment for material, free and clear of all liens, claims, security interests or encumbrances, and that no Work, materials or equipment will have been acquired by the SubContractor, or by any other person performing Work at the Sites or furnishing materials and equipment in connection with the Work, subject to an agreement under which an interest

therein or an encumbrance thereon is retained by the seller or otherwise imposed by the SubContractor or such other person. Nothing contained herein shall be construed as a limitation on the furnishing of lien waivers as may be required by AFMI. AFMI may also decline to approve payment or because of subsequently discovered evidence or subsequent observations, AFMI may nullify the whole or any part of any payment previously issued, to such extent as may be necessary in his opinion to protect AFMI from loss because of:

1. Defective Work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the SubContractor to make payments properly to its sub-contractors or for labor, materials or equipment.
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
5. Damage to AFMI or another SubContractor.
6. Reasonable evidence that the Work will not be completed within the Agreed Upon Time.
7. Persistent failure to carry out the Work in accordance with the Contract Documents, or any other defaults under the Agreement.

All progress payments and final payment pursuant to this Subcontract are contingent and subject to Owner's acceptance of all work performed by SubContractor and Contractor's receipt of payment from Owner for SubContractor's work. Included in their negotiations, SubContractor and Contractor agree the contingency that Owner may not pay Contractor for work performed by SubContractor, and SubContractor has agreed and does hereby agree to accept the risk of nonpayment by Owner, for whatever reason, it being specifically understood that payment by Owner to Contractor for SubContractor's work, whether for progress payment or final payment, is a condition precedent to Contractor's liability to pay SubContractor. Subcontractor's price of the work includes an amount for assuming this risk.

**MECHANICS LIENS.** If SubContractor, SubContractor's agent, any materialmen, or sub-contractor for SubContractor refuses to furnish a release in full of any liens applied to any property in connection with the Work, SubContractor shall furnish a bond satisfactory to AFMI to indemnify AFMI against any such lien. AFMI has the right and SubContractor agrees to AFMI's right to make payments direct to SubContractor's sub-contractors, agents or materialmen for the satisfaction of and removal of any such lien. If any lien remains unsatisfied after all payments are made, the SubContractor shall refund to AFMI all moneys AFMI may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and AFMI shall have all remedies at law and in equity. If any Sub-contractor refuses to furnish a release or waiver required by AFMI, AFMI has the right to furnish a bond satisfactory to indemnify him against any such lien. SubContractor shall provide such bond or lien release as satisfactory to AFMI within 72 hours of notice from AFMI to SubContractor. By providing any such lien release or bond, SubContractor does give up any other remedies at law and in equity, except to discharge any and all liens against properties associated with the Work. SubContractor hereby waives the right to file any lien on AFMI's Customers' or client's property or lease property or leaseholds, and agrees to indemnify AFMI for any expenses including attorney fees associated with removing any lien filed against AFMI's Customers or Client's property or leased premises.

AFMI shall promptly pay the SubContractor after receipt, review, and where necessary in AFMI's discretion verification of signed Service Ticket and the SubContractor's invoice. The terms of payment will be no sooner than 30 days from the satisfactory completion and receipt of all service documents and invoices or upon receipt of owner's payment. Invoices received 60 days or more after completed service may not be paid by AFMI.

Title for all materials and work covered by estimates and/or requisitions for payment for which progress payments have been made shall pass to AFMI (or Owner, if the arrangements between AFMI and Owner so provide). However, passage of title shall not relieve SubContractor from responsibility for all defective materials and work for which payments have been made, the restoration of any damaged work or the maintenance of insurance thereon if required by other provisions of this Subcontract. Nor shall it be considered a waiver of the right of AFMI or Owner to require fulfillment of all terms of this Subcontract.

All progress payments and final payment pursuant to this Subcontract are contingent and subject to Owner's acceptance of all work performed by SubContractor and AFMI's receipt of payment from Owner for SubContractor's work. SubContractor and AFMI have addressed the contingency that Owner may not pay AFMI for work performed by SubContractor, and SubContractor has agreed and does hereby agree to accept the risk of nonpayment by Owner, for whatever reason, it being specifically understood that payment by Owner to AFMI for SubContractor's work, whether for progress payment or final payment, is a condition precedent to AFMI's liability to pay SubContractor.

If the dispute arises out of or relates to this Subcontract and is solely between AFMI and SubContractor, then the following dispute resolution procedure shall apply: (1) The dispute or controversy shall be submitted by one party to the other in writing; (2) the parties shall make a good faith attempt to settle such dispute; (3) if the dispute is not settled under (1) and (2), then the parties shall submit to non-binding mediation with the parties agreeing on a neutral mediator. Any disputes or controversies not resolved or settled by the parties under the previous provisions shall be submitted to binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association and any judgment upon the award by the arbitrators may be entered by any court having jurisdiction. The venue for any hearing under this arbitration provision shall be in Johnson County, Texas.

Any claim for extra costs incurred by SubContractor arising from or pertaining to any cause whatsoever, including without limitation changed site conditions, administration of the Subcontract, delays, and interference, must be submitted in writing to AFMI within 21 days after the occurrence of the event giving rise to such claim or within 21 days after SubContractor should have recognized the condition giving rise to the claim. SubContractor also agrees that this contract is binding and hereby waives any option of filing mechanic's liens on Owner's property for this work.

**TERMINATION AND COMPLETION:** If the SubContractor should neglect or refuse or fail to supply enough properly skilled workmen or proper material, fail in any respect to diligently prosecute the Work under Contract, fail to make prompt payment to sub-contractors, materialmen or laborers, disregard applicable Laws, the instruction of AFMI, or otherwise be guilty of a material breach of the Contract, AFMI may without prejudice to any other right or remedy, terminate the Contract. In case of such termination, SubContractor shall not be entitled to receive any further payment under the Contract until the Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under the Contract does not fully pay the costs for the Work incurred by AFMI in finishing the Work, the actual cost plus 15% shall be paid by SubContractor for managing the process under duress, and such excess shall be paid by SubContractor to AFMI. If the cost of the Work does not exceed payments remaining and available for the incomplete Work, then AFMI will make final payment for all Work rendered on a prorated basis, without management fees. AFMI reserves the right to terminate this Contract with forty-eight (48) hours notice, with no fault of either



party, at any time it determines it does not wish to proceed with any Work Order, project or with SubContractor. In such event, SubContractor shall be paid for such portions of the Work as have been completed and for materials which have been provided to the approved store locations, fabricated or delivered to the store locations, up to the date of termination, no allowance being made for anticipated profit on that portion of the Work not completed.

AFMI has the right to terminate this agreement, at any time, without cause with prior notice as agreed, and has the right to terminate this agreement immediately for cause, without notice, due to, but not limited to, incompetence, intoxication, drug use, insubordination, gross negligence, violations of express directions or any reasonable rules or regulations established by AFMI from time to time regarding the conduct of its business, or violations by SubContractor of the terms and conditions of this agreement.

**TIME OF COMPLETION:** SubContractor shall execute the Work with all diligence and expedition consistent with personal and public safety and with the approved pertinent date schedule and corresponding completion date. SubContractor shall not be entitled to any extension of the completion date unless required due to catastrophic weather conditions or the intentional act or omission of AFMI; in no event shall SubContractor be entitled to an increase in the Contract price or damages of any nature arising out of project delay, however caused. The Work shall be completed at the time stated on the applicable purchase order, work order, or as stated in writing by AFMI. No extension of time will be allowed without AFMI's written consent.

**TIME:** Time is of the essence in this Agreement.

**ONE AGREEMENT:** This Agreement is the only agreement between the parties relating to the subject matter and supersedes any prior agreement, understandings, representations or warranties, written, oral or implied, and it may not be modified orally, and no modification or claimed waiver of any of the provisions hereof shall be binding unless in writing, expressly referring to this agreement, and signed by both parties. The agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Texas, in United States courts of law, with venue being placed within the Texas Federal Courts or Texas State Courts.

**CONTRACT PRICE:** Pricing is on a per job/work order/basis, as issued by AFMI from Time to Time.

## ACCEPTANCE OF AGREEMENT:

**AFMI:**

**SUBCONTRACTOR:**

**Assurance Facility Management, Inc.**  
P.O. Box 654  
Burleson, Texas 76097

\_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR AGREES TO FURNISH CERTIFICATES OF INSURANCE WITH SIGNED AGREEMENT IMMEDIATELY ISSUED TO:**  
Assurance Facility Management, Inc. (LISTED AS ADDITIONAL INSURED) P.O. Box 654; Burleson, Texas 76097.  
Please FAX SIGNED AGREEMENT AND INSURANCE TO: 877-560-8967

**EXHIBIT A:**

SUBCONTRACTOR PROPOSAL INCLUDING ATTACHED MANUFACTURER SPECS:

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 on page 3.

<b>Sign Here</b>	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.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**CONTRACTOR PRICING SUMMARY AND STORE LISTING:**

**4/17/2014**

ATTN:  
(000) 000-0000

CONTRACTOR: NO - OTHER INCUMBENT BY VP  
NATIONAL, AA

CN: 999

<b>STORE NAME:</b>	<b>STORE NO:</b> <b>34</b>	<b>ADDRESS:</b> 123 Street DR STE 463 Buffalo, NY-Bld Mall-MC
CITY: Blank		WORK ORDER NUMBER: <b>AFM14003456</b>
STATE: NY      ZIP: 14226		WORK ORDER MONTH: 5      MAY <b>Not</b>
STORE PHONE		WORK ORDER NTE: <b>\$00.00</b> ← <b>To</b>
URGENCY: STD		DESCRIPTION:      Spray & Buff <b>Exceed</b>
STORE MGR: John James		Note: NTE Price (Not To Exceed) <u>does include any applicable sales taxes.</u>

**SERVICE INSTRUCTIONS:**

- 1. PROVIDE ASSURANCE FACILITY MANAGEMENT, INC. WITH YOUR ESTIMATED TIME OF ARRIVAL (ETA) AND / OR SCHEDULED DATE, IN ADVANCE OF THE WORK BEING DONE.**
- 2. CHECK IN AND OUT WITH STORE ASSOCIATE, AT THE TIME OF ARRIVAL AND LEAVING THE LOCATION.**
- 3. SERVICE TICKET MUST BE SIGNED AND COMPLETED BY STORE ASSOCIATE AT THE SITE.**
- 4. FAX A COPY OF YOUR CURRENT GENERAL LIABILITY INSURANCE NAMING ASSURANCE FACILITY MANAGEMENT, INC. AS ADDITIONAL INSURED.**
- 5. ALL WORK IS TO BE COMPLETED TO LOCATION MANAGER'S SATISFACTION. IF ANY ADDITIONAL REPAIRS ARE NEEDED, CALL 817-447-1622 BEFORE LEAVING THE SITE, AND DISCUSS THE REPAIRS WITH OUR OFFICE.**
- 6. WHEN POSSIBLE, CONTRACTOR IS TO CALL THE STORE LOCATION PRIOR TO GOING TO THE STORE TO CONFIRM THE WORK, AND ARRIVAL TIME OR CONDITIONS AVAILABLE TO DO THE WORK.**
- 7. EVERY VISIT TO THE STORE MUST HAVE STORE SIGNATURE OR STAMP ON THE SERVICE TICKET FOR EACH VISIT. UPON COMPLETION OF THE JOB, PLEASE FAX THE SERVICE TICKETS, WITHIN 48 HOURS OF THE VISIT, TO FAX NUMBER 877-560-8967. SERVICE TICKETS MUST BE SIGNED OR STAMPED BY A STORE EMPLOYEE. INVOICES MUST BE ACCOMPANIED BY COPIES OF ALL SERVICE TICKETS FAXED OR MAILED TO:**

**ASSURANCE FACILITY MANAGMENT, INC.**  
**PO BOX 654**  
**BURLESON, TX 76097**

- 8. TECHNICIANS MUST PRESENT THEMSELVES IN UNIFORM OR PROFESSIONAL APPEARANCE, AND INTRODUCE THEMSELVES AS ASSURANCE.**

