

# SUBCONTRACTOR JOB APPLICATION

NAME	DATE
COMPANY NAME	
COMPANY OWNER'S I	NAME
ADDRESS	•
CITY	STATE ZIP CODE
PHONE NUMBER	( ) CELL PHONE ( )
EMAIL	
OTHER CONTACT NAM	ME
PHONE NUMBER	( ) CELL PHONE ( )
EMAIL	
WORK SPECIALTIES	( ) TILE ( ) CERAMIC ( ) STONE ( ) MARBLE ( ) CARPET
	( ) HARWOOD ( ) LAMINATE ( ) VCT ( ) LVT ( ) OTHER
	OFFICE MANAGER AND ADMINISTRATIVE ASSISTANT USE ONLY
	IFI REQUIRED DOCUMENTS
( ) LIABILITY ( ) WORKERS ( ) EXECUTED	OCCUPATIONAL LICENSE INSURANCE CERTIFICATE (provided to IFI directly from Insurance Agent) COMPENSATION (provided to IFI directly from Insurance Agent) OW9 (include EIN #) SUBCONTRACTOR AGREEMENT (provided by IFI to Subcontractor)



# MASTER INDEPENDENT INSTALLATION SUBCONTRACTOR AGREEMENT

International Flooring, Inc. (hereinafter, "Contractor") and
(hereinafter "Independent Installation Subcontractor," or "IIS") enter into the following agreement ("the Agreement")
whereby IIS agrees to provide installation services on jobs designated by Contractor's work orders, subject to these
general terms and conditions:

- 1. Terms. All work orders issued by Contractor shall set out specific job requirements and shall incorporate all terms of this Agreement; those documents shall constitute a subcontract for each specific job ("Subcontract"). Further, IIS agrees that all terms and conditions of any contract between Contractor and any higher-tier contractor or owner shall be incorporated herein by this reference and made a part of this Agreement and IIS further agrees that IIS has been offered the opportunity to review said terms and conditions. This Agreement and all of the agreements set forth in this Section 1 shall hereinafter be referred to as the "Contract Documents."
- 2. Scope of Work. Contractor relies on the personal services of IIS in the performance and completion of work and no substitute independent installation subcontractor shall be permitted to perform and complete the work nor is this Agreement or any Subcontract assignable without Contractor's prior written permission. Except for materials provided by Contractor, IIS agrees to provide all labor, material, equipment and services necessary to complete the work in a good and workmanlike manner and in strict conformance with the Contract Documents, all applicable plans, specifications, industry standards, manufacturer's installation instructions and in full conformance with all applicable laws and regulations. No additional work will be paid for without one of the following prior written agreements: (a) Contractor's Work Order Addition; or (b) International Flooring, Inc. Field Change Authorization signed by the prime contractor and setting out the detailed scope of work. The parties agree that all terms and conditions of this Agreement shall apply equally to such additional work.
- 3. Warranty. Any and all deviations from the plans, specifications, industry standards, manufacturer's installation instructions or other applicable laws or regulations are deemed to be defects in workmanship and shall be corrected by IIS at IIS's sole expense. IIS warrants all work to Contractor and Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Such warranty period shall be for the longer of: one (1) year from final acceptance of Contractor's work, or the period required by the Subcontract or any applicable statute. In the event that demand is made upon IIS to perform under this warranty, IIS at its sole cost and expense shall timely repair or replace any defective work and repair or replace any damage to the work of others caused by such defective work. In the event IIS shall fail to perform under this warranty, Contractor shall have the right to hire other persons to correct the defective work and hold IIS liable for the costs thereof including costs, disbursements, reasonable overhead and reasonable attorney's fees incurred therein.
- 4. **Performance of Work.** Prior to the commencement of work, IIS shall inspect the job and the job site conditions and shall notify Contractor promptly in writing of any and all defects or deficiencies in the work performed by other trades, incompleteness of prior work, or other job site conditions that might prevent IIS from completing the work in the time

Specified and in a good and workmanlike manner. Commencement of work by IIS shall constitute IIS's certification to Contractor that there are no adverse job conditions that would delay or impact completion of the job in a good and workmanlike manner. Time is of the essence of this Agreement relating to the commencement, performance and completion of IIS's work. IIS shall commence its work as Contractor may direct and shall thereafter continuously prosecute and timely achieve final and satisfactory completion of the same. IIS agrees that no extension of time will be granted without the prior written approval of Contractor. If work shall be stopped by IIS for more than three days because of IIS's failure or refusal to continue work for any reason, then the Contractor may, at Contractor's sole discretion, terminate the contract, or hire other individuals or entities to complete the work and hold IIS liable for all costs associated with such completion of the work. If required by Contractor, IIS shall provide a performance bond in an amount equal to the full work order price. The bond shall be executed by a corporate surety acceptable to Contractor and shall be in a form satisfactory to Contractor.

5. Insurance. The IIS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the IIS, its subcontractors, representatives, or employees. Insurance provided by IIS will be primary and any insurance of Contractor will be excess and non-contributory. Contractor will be included as additional insured. Contractor will have no liability or responsibility to insurer of IIS for payment of any deductible or retention. IIS shall provide to Contractor a certificate of insurance meeting the minimum requirements providing no less than ten (10) days written notice of cancellation, non-renewal or any change in limits or coverage. All coverages shall be written on an occurrence basis. Claims- made coverage is not acceptable. Failure to comply with this section shall be deemed a default.

#### Workers Compensation

Workers Compensation statutory benefits as prescribed by the applicable state(s) where work is being performed, including Employers Liability in an amount of not less than \$100,000 Each Accident, \$500,000 Aggregate Limit and \$100,000 Each Disease. IIS must provide proof of Worker's Compensation coverage for each state work is being performed. A waiver of subrogation in favor of Contractor will be endorsed onto the Workers Compensation policy of IIS and must apply to all operations under contract.

#### **Commercial General Liability**

Commercial General Liability- (ISO Form CG0001) Occurrence coverage including but not limited to General Liability, Products/Completed Operations Liability, Contractual Liability and Broad Form Property Damage Liability with the following limits:

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury Liability

\$1,000,000 Each Occurrence

\$50,000 Fire Damage Legal Liability or Damages to Rented Premises

\$5,000 Premises Medical Payments

A waiver of subrogation in favor of Contractor (CG 24 04 05 09) will be endorsed onto the General Liability policy of IIS and must apply to all operations under contract.

### **Commercial Automobile Liability**

Commercial Automobile Liability- (ISO Form CA0001) Symbol "1" any automobile including owned, non-owned and hired

automobiles with the following limits: \$500,000 Combined Single Limit

#### Umbrella/Excess Liability (Recommended)

\$1,000,000 Limit of Liability Each Occurrence

Contractor highly recommends that the IIS have Umbrella/Excess Liability coverage. Contractor frequently enters agreements with its customers that require Umbrella/Excess Liability coverage and IIS will be required to have Umbrella/Excess Liability coverage if working on these types of projects.

- 6. Indemnity. To the fullest extent permitted by law, IIS shall fully and forever defend (with counsel acceptable to Contractor), indemnify and hold harmless Contractor, the project owner and any and all of their partners, officers, directors, shareholders, beneficiaries, agents and employees from and against liabilities, claims, damages, losses, penalty, costs, cause of action and expenses, including but not limited to injuries to any employees of IIS or its subcontractors and to all attorney fees (including those on appeal), personnel-related costs and claims-related expenses resulting in any manner whatsoever, directly or indirectly, from the performance of IIS's work under this Agreement or any lack thereof (including without limitation IIS's acts or omissions related to any hazardous materials or substances).
- 7. Legal Compliance. IIS shall comply with all laws and ordinances applicable to the work, including, without limitation, obtaining and maintaining all required licenses and/or permits, payment of all labor payrolls for workers employed by IIS, payment of all applicable FICA, Federal, State, and Local Withholding Taxes for workers employed by IIS, payment of all IIS Federal, State, and Local Income Taxes, and compliance with all applicable occupational safety health rules and regulations.
- 8. Labor and Materials. IIS shall provide all necessary tools and equipment to move, transport, load, and install materials provided by Contractor at Contractor's warehouse or such other location as specified by Contractor. It is understood and agreed between Contractor and IIS that all materials so delivered to IIS by Contractor shall be deemed to be under IIS's care, custody, and control, and as such, IIS is at full risk with regard to material quantity reconciliation and the replacement of lost or stolen materials. All materials, including without limitation carpet, base, wood, sheet vinyl, vinyl composition tile, or other sundry items supplied by Contractor shall remain the property of Contractor and IIS shall return the unused portions of same to the Contractor's warehouse upon job completion.
- 9. Payment. IIS agrees to submit a signed work order on a bi-weekly basis and within one week of completion. Payments shall be made as set forth in Contractor's Work Order for each project. The making of final payment to IIS shall not be construed as acceptance of IIS's work or waiver of any rights of Contractor under this Agreement and shall not relieve IIS of any of its obligations herein. As a precondition of any payment, IIS shall submit signed International Flooring, Inc. Billing Summary Ticket on a weekly basis and within one week of IIS's completion of its work.

  Notwithstanding any other provisions of the Agreement, Contractor shall not be obligated to make any payment to IIS, whether or not such sums are related to any specific project if and as long as any one or more of the following conditions exist:
  - (i). IIS is in default under this Agreement;
  - (ii). IIS has failed to furnish to Contractor invoices and signed receipts and vouchers and lien releases or waivers in the form and manner satisfactory to Contractor;
  - (iii). IIS has failed to sign all of Contractor's work orders and any documents required by the prime contractor or owner;
  - (iv). Any part of a payment request is attributable to work which is defective or not performed in accordance with this Agreement and the Contract Documents; or

- (v). IIS has failed to make payment promptly to any employees, subcontractors, material suppliers, or lien claimants; or
- (vi). IIS has failed to pay any union obligations and/or contributions; or
- (vii). IIS has failed to execute promptly on demand by Contractor such lien waivers, certified payrolls, certifications of completion of work, or other such affidavits as are requested from time-to-time by Contractor, owner, or any prime contractor.
- 10. Defective or Incomplete Work. In the event that IIS fails to complete work in a good and workmanlike manner, and in accordance with industry standards and manufacturer's installation instructions, or fails to proceed to work with due diligence to complete work in accordance with the completion date(s) specified for the project, or abandons the work, or has its work rejected either in whole or in part by the Contractor, owner, architect or prime contractor, then in any or all of those events and upon three business days' written notice to IIS, Contractor may terminate the subcontract for that project or any project, suspend all payments to IIS, charge back to IIS all such costs as required to replace, repair, correct or complete the work along with all costs incidental thereto, including but not limited to Contractor's reasonable overhead costs. Should IIS fail to account for or fail to return unused materials to Contractor as herein required, the full replacement cost shall be charged back to IIS. Contractor has full right of set off against any amounts owed by Contractor to IIS, whether for present work or for any retainage account held by Contractor for IIS. Contractor shall have the right to withhold any payments to IIS for damages incurred or likely to be incurred by Contractor. Contractor may withhold payments for any project due to damage claims arising out ISS's work on another project for Contractor.
- 11. Confidentiality. IIS agrees that much of the information provided by or through Contractor is confidential trade secrets of Contractor or its customer. IIS acknowledges that such information includes the name of Contractor's customer, any pricing concerning the work being performed, and any non-public details concerning the Project (collective, "Contractor's Trade Secrets"). IIS agrees that Contractor would suffer immediate and irreparable harm if any of Contractor's Trade Secrets were to be disclosed to a third party, including but not limited to competitors of Contractor, and whether during or after the course of any project. Any breach of these confidentiality terms shall be a material breach of this Agreement, from which IIS may be enjoined.
- 12. Hazardous Materials. Prior to any actual exposure to any hazardous substance which an employer is required by any applicable law to notify its employees of its use, including but not limited to toxic, hazardous or other dangerous substances regulated by CERCLA, RCRA or any other federal or state law, IIS shall give Contractor sufficient prior written notice of the proposed substance and its chemical composition so as to enable Contractor to review the same. No such substance shall be used by IIS without Contractor's prior written consent. IIS shall not engage in any demolition, removal or disposal of any products containing asbestos or other hazardous materials.
- 13. Dispute Resolution. The prevailing party in an action to enforce any terms of this Agreement shall be entitled to its reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts), for any court annexed arbitration, on any appeal, and on denial of any petition for review even if no action is filed. Jurisdiction for any action shall be in the state and county where the Contractor is located. IIS consents to such jurisdiction and venue. This Agreement shall be governed by and construed in accordance with the law of the state where the Contractor is located without resort to its principles on conflict of laws.
- 14. Exhibits. Any exhibits attached to this Agreement are hereby incorporated herein, provided that, in the event of any conflict, inconsistency or difference between the terms and provisions of this Agreement and the terms and provisions of any exhibits, the terms and provisions of the Exhibit shall control and prevail.

15. Miscellaneous. (A). This Agreement shall not be construed to require conduct contrary to any law, rule or regulation. If there is any conflict between this Agreement and any law, rule or regulation, including but not limited to any collective bargaining agreement, the provision of this Agreement that is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, rule or regulation. And if the provision cannot be so curtailed and limited, such invalid provision shall be considered deleted from this Agreement and shall not invalidate the remaining language. (b). This Agreement is a separate independent agreement not conditioned or subject to any other agreement and it terminates and supersedes any prior agreement of the parties (including any bid submitted by or through IIS) and may not be modified except in writing executed by the parties. (c). When compliance with two or more requirements is indicated in any of the Contract Documents and when these requirements conflict in quantity or quality, the IIS shall comply with the most stringent requirement unless specifically indicated otherwise in the Contract Documents.

Accepted this day of,	
Independent Installation Subcontractor	International Flooring, Inc.
Ву:	Ву:
Title	Title:
Signature	Signature



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERACES	CERTIFICATE NUMBER.	DEVISION NUM	ARED.
	INSURER F		
	INSURER E		
	INSURER D		
SAMPLE	INSURER C		
INSURED	INSURER B	SAMPLE	
	INCLIDED	SAMPLE	
		INSURER(S) AFFORDING COVERAGE	NAIC #
	E-MAIL ADDRESS:		
SAMPLE	PHONE (A/C, No, Ex	η:	FAX (A/C, No):
PRODUCER	CONTACT NAME:		
uns ceruncate does not comer	rights to the certificate floract in fied of sach chaon	omondo).	

COVERAGES CERTIFICATE NUMBER:			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE COCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY JECT LOC  OTHER: AUTOMOBILE LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG  COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 500,000
ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$
UMBRELLA LIAB     OCCUR     EXCESS LIAB	ADE	1				AGGREGATE	s 1,000,000 s 1,000,000 s
WORKERS COMPENSATION	/N N/A	Y				E.L. DISEASE - EA EMPLOYEE	s 100,000 s 100,000 s 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

International Flooring, Inc. is an Additional Insured including ongoing operations where required by written contract subject to the provisions of endorsement CG2010 0413 or equivalent for General Liability coverage. International Flooring, Inc. is an Additional Insured including Products and Completed Operations where required by written contract subject to the provisions of endorsement CG2037 0413 or equivalent for General Liability coverage. Waiver of Subrogation is included in favor of International Flooring, Inc. where required by written contract subject to the provisions of endorsement CG2404 0509 or equivalent for General Liability. Waiver of Subrogation is automatically provided for International Flooring, Inc. where required by written contract subject to the provisions of endorsement WC000313 0484 or equivalent for Workers Compensation coverage. Primary and Noncontributory is provided for International Flooring, Inc where required by written contract.

CANCELLATION

CERTIFICATE HOLDER	CANCELLATION
International Flooring, Inc. 720 Crown Point Cross Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Winter Garden, FL 34787	AUTHORIZED REPRESENTATIVE

# Form (Rev. October 2018) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). N	Name is required on this line; do n	ot leave this line blank.					
	2 Business name/disregarded entity name, if different from above							
e. ns on page 3.	Check appropriate box for federal tax classific following seven boxes.      Individual/sole proprietor or C Cor	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
	☐ Individual/sole proprietor or ☐ C Cor single-member LLC	Exempt payee code (if any)						
ctio	Limited liability company. Enter the tax cla							
Print or type. Specific Instructions on	Note: Check the appropriate box in the lin- LLC if the LLC is classified as a single-mer another LLC that is not disregarded from t is disregarded from the owner should chec	Exemption from FATCA reporting code (if any)						
<u>6</u> ;	☐ Other (see instructions) ▶				(Applies to accounts maintained outside the U.S.)			
See <b>S</b> p	5 Address (number, street, and apt. or suite no.	) See Instructions.		Requester's name a	and address (optional)			
0,	6 City, state, and ZIP code							
	7 List account number(s) here (optional)							
Par	Taxpayer Identification N	umber (TIN)						
backu	your TIN in the appropriate box. The TIN prup withholding. For individuals, this is generated alien, sole proprietor, or disregarded enties, it is your employer identification numberater.	ally your social security numb itv. see the instructions for Pa	er (SSN). However, f art I, later. For other	for a	curity number			
Note:	If the account is in more than one name, se	ee the instructions for line 1. A	Nso see What Name	and Employer	identification number			
Number To Give the Requester for guidelines on whose number to enter.					-			
Par	t II Certification							
	r penalties of perjury, I certify that:							
<ol> <li>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</li> <li>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</li> </ol>								
	m a U.S. citizen or other U.S. person (define	• •						
	e FATCA code(s) entered on this form (if any							
you h	fication instructions. You must cross out iten ave failed to report all interest and dividends o sition or abandonment of secured property, co than interest and dividends, you are not requi:	on your tax return. For real esta encellation of debt, contribution	te transactions, item : ns to an individual reti	2 does not apply. For rement arrandemen	or mortgage interest paid, t (IRA), and generally, payments			
Sigr Here				Date ►				

### 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.

#### Purpose of Form

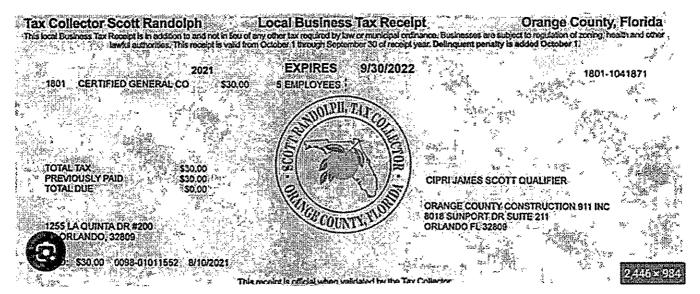
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# **BUSINESS LICENSE SAMPLE**