

Tradesperson Agreement

This agreement, is made this ____ day of _____, 201____, by and between Paul Davis Restoration & Remodeling of Greater Columbia (hereinafter designated as "Corporation") and _____ (the "Tradesperson," 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. The Corporation agrees that it shall from time to time offer a job to Company on a Work Order form. A copy of a sample Work Order is attached to and referenced in this Agreement. If Company accepts the offer, the Corporation will pay to Company the sum shown on the Work Order for each job assigned. This sum to be designated as the "job cost."
2. The Company agrees that it shall furnish necessary labor, materials, supplies, place of work, equipment and instrumentality's. The Company agrees to satisfactorily complete each job offered by the Corporation and further agrees it shall accept the sums shown on the Work Order for each such job accepted. This sum is to be designated as the "job cost."
3. The Corporation agrees that it shall be responsible for estimates, sales, collections, general contractor licenses, accounting, and records.
4. The Company agrees that it shall perform each accepted job in a good and workmanlike manner and 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. The Company will make no changes on any job without the prior written approval of Corporation, and that it will ensure that all materials used on each accepted job shall be of good quality so as to adequately meet the intent and specification of the work order. The Corporation agrees that the Company may charge to the Corporation, materials for accepted Work Orders by securing a Purchase Order from Corporation for each supplier. These material cost to be charged against the job cost amount of the Company on the accepted Work Order. The 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.
5. The 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. The Company agrees that it shall correct any work that it does not perform in a good and workmanlike manner within seven (7) calendar days from the date that it is placed on notice of the problem. If Company fails to correct such work within seven (7) calendar days, the Corporation may take steps to ensure that the problem is corrected and the cost of such correction will be charged against the 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.

6. In any event where, as a result of poor or incomplete work, the property is subject to additional damage, the Corporation may, at its sole option, elect to correct such damages itself and all cost will be the responsibility of the Company.
7. 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.
8. 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.
9. The 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, change of status as an insured or uninsured sub-contractor, failure to acquire coverage or lapse of coverage.
10. The Company will submit a detailed invoice for each draw prior to payment. The invoice may be emailed to billing@pauldavisolumbia.com; mailed to Paul Davis P.O. Box 2312 Lexington SC 29071-2312 or faxed to (803) 796-4343
11. The Corporation agrees that it shall pay to Company the agreed sum stated in paragraph (1) and paragraph (2) hereof on the following bases:
 - A. Net 15 days from the date the invoice is received at Paul Davis.
 - B. The invoice will be submitted to the Restoration Project Manager or management for approval.
 - C. If the work completed is acceptable to all parties (customer, client and Paul Davis), then payment will be made to the tradesman.
 - D. A lien release must be signed before a payment will be issued.
12. The Company agrees that it shall accept payment as defined in paragraph 11 above and further agrees that payment will not be demanded until or after 3:30 PM of payment date.
13. The 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 these leads or inquiries arise from jobs assigned by Corporation.

14. Company agrees that it shall provide its office space and telephone service; 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.
15. 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.
16. The company agrees to defend, indemnify and hold harmless the Corporation from any and all claims, demands, debts, expenses (including attorney's fees), damages, judgments, and liabilities of every kind and nature arising out of or in any way connected to any work undertaken by the Company pursuant to this agreement.
17. Any controversy or claim arising out of or relating to this Agreement or breach thereof, which cannot be settled by the parties, 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 Franchiser 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.
18. Notwithstanding the provisions of paragraph 18 above, if either party institutes 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.
19. The Corporation desires that all of its tradespeople be aware 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.
20. The Corporation and the 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 a thirty (30) days' written notice of termination to the other party.
21. The attached IRS W-9 request for Social Security or Tax I.D. number to appear on 1099 Forms shall be completed and a copy attached to each Independent Contractual Agency Agreement signed by the Corporation.
22. 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 affect 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.

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

Witness to Paul Davis Restoration & Remodeling of Greater Columbia (Corporation):

Tradesperson Signature_____

Paul Davis Team Member Signature _____

Job Title_____

Witness to Tradesman (Company):

Paul Davis Team Member Signature_____

Tradesperson Signature_____

Federal ID_____

Social Security_____

Address_____

Phone_____

Addendum to Tradesperson Agreement

Safety Rules

1. Whenever you are involved in any accident that results in personal injury or damage to property, no matter how small, the accident must be immediately reported to this office. Get first aid promptly.
2. Report immediately any condition or practice you think might cause injury or damage to persons, equipment, or property.
3. Do not operate any equipment which, in your opinion, is not in safe condition.
4. Personal protection equipment must be used when required and maintained in a safe working condition.
5. Obey all common rules, governmental regulations, signs, markings, and instructions. Be particularly familiar with those that apply directly to you. If you don't know—ask.
6. When lifting, use the approved lifting technique; i.e., bend your knees, grasp the load firmly, then raise the load, keeping your back as straight as possible. Get help for heavy loads.
7. Do not horseplay; avoid distracting others; be courteous.
8. Always use the right tools and equipment for the job. Use them safely and only in the manner for which they were intended.
9. Good housekeeping should always be practiced. Return all tools, equipment, materials, etc., to their proper places. Disorder wastes time, energy, and material and will often result in injury.
10. The use of drugs and/or intoxicating beverages is prohibited.
11. Lead by "good example," performing work in a safe, efficient way.
12. Inspect ladders, stools, and scaffolds before use. Set ladders on firm footing and secure them. Face ladder when going up or down and keep hands free of tools and materials. Keep scaffold platforms clear of unnecessary material and scrap and do not overload.
13. You are requested to attend all safety meetings held by this office, as the purpose of these meetings is to help you and us reduce the cost of job-related insurance.

I have received my copy of the safety rules. The rules have been explained to me and I am thoroughly familiar with them. These rules cannot cover all situations but are intended as a guide.

(Signature)

(Date)

Immigration Compliance

Paul Davis Restoration & Remodeling of Greater Columbia (herein referred to as the "Company") requires that all workers are in full compliance of the law. _____
(herein referred to as the "Contractor") hires these workers and as such is solely responsible for compliance to the law. Please read the statement below and sign this document if you agree with the statement.

"Immigration Compliance – Contractor shall comply with all applicable federal, state, and/or local immigration laws and regulations. Contractor and Company have not established an employer-employee relationship for purposes of this Agreement, and the Company is not the employer of Contractor's employees. Contractor is solely responsible for ensuring its employees are lawfully authorized to work in the United States."

Witness (Paul Davis Team Member)

(Signature)

(Printed Name)

(Date)

Contractor Business Name

Business Address

EIN

Tradesperson Work Standards

- Arrive at the scheduled time.
- Never drive on lawn/yard. If vehicle leaks, do not park in driveway.
- Dress appropriate (ie. no lewd T shirts).
- Act professionally (ie. no foul language).
- Protect the homeowner's personal property.
- Protect floors and furniture.
- Never put tools or tool boxes on finished surfaces.
- Keep worksite clean. Debris should be put in job site receptacle or hauled away daily.
- No loud music.
- No theft or vandalism.
- Communication regarding scope of work or estimate should be directed to the Project Manager.
- No soliciting extra work. Additional work should be communicated to the Project Manager.
- Your workers are to abide by these standards as well. The subcontractor will be held responsible.

I, _____, fully understand and promise to adhere to all the Tradesperson Work Standards listed above. In the event of negligence that results in additional work, or replacement of property, I agree to resolve the issues within five business days of notification, and agree to meet the approval of the homeowner and/or Paul Davis Restoration & Remodeling of Greater Columbia (PDR). If no response or resolution is reached within five business days, PDR will make all necessary corrections and charge my account for the cost of the replacement, repairs, and labor. Additionally, PDR will charge a \$250.00 penalty. I understand that PDR reserves the right to add or make changes to these standards and will notify me in writing as needed.

(Tradesperson Signature)

(Date)

(Tradesperson Printed Name)

Tradesperson Questionnaire

Date _____	
Name _____	Email _____
Mobile Phone _____	Office/Other Phone _____
Business Name _____	Write the name the checks should be payable to _____
Are you currently doing small contracting jobs? If so, how many?	
How many helpers do you use? Do you have access to more help?	
Do you have your own transportation?	
Will you do emergency repairs after hours? Will you work at night and/or on weekends?	
Do you have Worker's Compensation Insurance?	
Do you have General Liability Insurance? If so, how much?	
Do you have automobile insurance? 300K, 100K, or 50K?	

Please mark the box beside the following trades you perform. If applicable, mark if you have the specialty equipment.

Trade		Specialty Equipment	Comments
Acoustic Tile	<input type="checkbox"/>	<input type="checkbox"/>	
Aluminum & Vinyl Siding	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	
Carpentry–Finish	<input type="checkbox"/>	<input type="checkbox"/>	
Carpentry–Rough	<input type="checkbox"/>	<input type="checkbox"/>	
Ceramic Tile	<input type="checkbox"/>	<input type="checkbox"/>	
Cleaning Carpentry	<input type="checkbox"/>	<input type="checkbox"/>	
Cleaning Fabrics & Drapery	<input type="checkbox"/>	<input type="checkbox"/>	
Cleaning Hard Contents	<input type="checkbox"/>	<input type="checkbox"/>	
Cleaning Structure	<input type="checkbox"/>	<input type="checkbox"/>	
Debris Removal	<input type="checkbox"/>	<input type="checkbox"/>	
Demolition	<input type="checkbox"/>	<input type="checkbox"/>	
Drywall	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	
Floor Covering Installation	<input type="checkbox"/>	<input type="checkbox"/>	
Floors–Hard & Soft	<input type="checkbox"/>	<input type="checkbox"/>	
Furniture Refinishing	<input type="checkbox"/>	<input type="checkbox"/>	
Garage Doors	<input type="checkbox"/>	<input type="checkbox"/>	
Heating & Air Condition	<input type="checkbox"/>	<input type="checkbox"/>	
Insulation	<input type="checkbox"/>	<input type="checkbox"/>	
Masonry	<input type="checkbox"/>	<input type="checkbox"/>	
Paint Interior & Exterior	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	
Punch list	<input type="checkbox"/>	<input type="checkbox"/>	
Roofing	<input type="checkbox"/>	<input type="checkbox"/>	
Strip & Finish	<input type="checkbox"/>	<input type="checkbox"/>	
Stucco & Plaster	<input type="checkbox"/>	<input type="checkbox"/>	
Wallpaper	<input type="checkbox"/>	<input type="checkbox"/>	
Water Extraction	<input type="checkbox"/>	<input type="checkbox"/>	
Windows	<input type="checkbox"/>	<input type="checkbox"/>	
Wood Floor Refinishing	<input type="checkbox"/>	<input type="checkbox"/>	

List 3 *current* references for commercial and/or residential work. No family references.

Commercial

Name

Address

Mobile #

Other Phone #

Date/s of Repair

Name

Address

Mobile #

Other Phone #

Date/s of Repair

Name

Address

Mobile #

Other Phone #

Date/s of Repair

Residential

Name

Address

Mobile #

Other Phone #

Date/s of Repair

Name

Address

Mobile #

Other Phone #

Date/s of Repair

Name

Address

Mobile #

Other Phone #

Date/s of Repair