

Contractor Agreement



State of \_\_\_\_\_

County of \_\_\_\_\_

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **D&A Door & Specialties, Inc.**, as a corporation organized and existing under the laws of the State of Idaho, hereinafter referred to **AS THE "COMPANY"** and \_\_\_\_\_ of \_\_\_\_\_ county, hereinafter referred to as the **"CONTRACTOR."**

**WITNESSETH:**

WHEREAS, the Company is in the business of selling building materials and also, in some instances, contracting with the purchasers of such materials to have such materials installed; and

WHEREAS, the Contractor has the necessary skills and the required license for the installation of certain building materials, and desires to contract with the Company for their installation on a job-by-job basis;

NOW, Therefore, in consideration of the mutual promises contained herein, the parties do agree as follows:

1. The Company hereby agrees that the Contractor may act as in independent contractor for the instillation of \_\_\_\_\_ to be supplied by the company on jobs designated by the Company. Such instillation work will be undertaken subject to the following terms and conditions:
  - A. The Company shall specify, either verbally or in writing, as it deems appropriate, the terms and conditions of the work the contractor is required to perform in each job. The Contractor shall execute the written documents, if any, that the Company requires for the performance of the work.

## Contractor Agreement

- B. The Company shall furnish all building materials necessary for each job.
- C. The Contractor shall furnish his own vehicles and tools necessary for performance of work. The Contractor shall likewise be solely responsible for employing sufficient labor to complete each job within the agreed time. The Contractor shall also at all times be in charge of the supervision of such labor and responsible for compliance with work place safety laws and regulations.
- D. The Contractor shall keep its own payroll records and shall be solely responsible for payment of Social Security and withholding taxes for his employees, and for payment of any other taxes, local, state and federal, arising out of each job. The Company shall pay any sales or excise taxes levied upon building material used on the job.
- E. The Contractor shall provide the Company with a current Certificate of Insurance showing coverage in at least the following amounts:

PLEASE REFER TO EXHIBIT "A" of this agreement.

- F. With respect to our insurance requirements, it is the subcontractor's responsibility to fulfill these requirements and provide evidence of such prior to the initiation of work. Failure to provide certificates of insurance meeting D&A Door & Specialties' insurance requirements does not relieve the subcontractor of any liability otherwise assumed under this contract or alter the contract in any way.
- G. The Contractor will provide and maintain proper licensing as per State and Federal requirements.
- H. The Contractor shall pay all of its own expenses and labor, and will complete the job free of any laborer's liens.
- I. The Contractor agrees to warrant the quality of this workmanship for a period of ONE YEAR after the completion of its contract, and to repair and replace any materials shown to have been improperly installed.

## Contractor Agreement

- J. This agreement shall be non-exclusive. Either party hereto may enter into similar agreements with competitors of the other party to this agreement. Either party may terminate this Agreement at any time as to all future jobs.
- K. The Contractor agrees to indemnify, hold harmless, and defend the Company, including property owners and other contractors with which the Company has contracted, from and against claims and damages sought by third parties, including claims and damages sought by employees of the Contractor, arising out of or resulting from Contractor's or its subcontractor's operations, installation of the Company's products, breach of express or implied warranties, negligent acts or omissions, or workplace safety violations. Provided, however, that the Contractor's obligations herein shall not apply if the claims and damages sought arise from the gross or willful and wanton negligence of the Company.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its proper officer, and the Contractor has hereunto set his hand and seal, all on the day and year first set forth above.

### **D&A Door & Specialties, Inc.**

Company Name

D&A Door & Specialties, Inc.

Company Name

Manager Signature

Manager Signature

Contractor

Signature (Seal)

Title



2667 S. Victory View Way. – Boise Idaho 83709 – (208)287-3676 – (208)287-3679 FAX

### **Subcontractor Information Sheet**

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Name: 1. \_\_\_\_\_ Cell # \_\_\_\_\_

2. \_\_\_\_\_ Cell # \_\_\_\_\_

Other State Licensed In: \_\_\_\_\_

Public Works License # \_\_\_\_\_

Contractor Registration: \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Entity Structure:            Corp: \_\_\_\_\_    Partnership: \_\_\_\_\_    Sole Proprietor: \_\_\_\_\_

Principles:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

EIN: \_\_\_\_\_

SSN: \_\_\_\_\_

## **EXHIBIT "A"**

### **D&A Door & Specialties Inc. Subcontractor Insurance Requirements**

**General Liability** – prior to the initiation of any operations subcontractors performing operations on our behalf shall provide:

1. A certificate of general liability insurance evidencing coverage with limits of at least \$1,000,000 per occurrence & \$2,000,000 annual aggregate.
2. Certificate shall name D&A DOOR & SPECIALTIES INC. as an additional insured with respect to the work performed.
3. Certificate shall indicate dates of coverage which extend from initiation of work performed to completion of project.
4. Certificate shall give insured 30 days advanced written notice of any change in coverage including impending cancellations.
5. Insurance Carrier of the subcontractor shall be an AM Best A rated (or better) insurer.

**Workers Compensation Insurance** – prior to the initiation of any operations subcontractors performing operations on our behalf shall provide:

1. Certificate of insurance listing D&A DOOR & SPECIALTIES INC. as certificate holder with respect to work performed.
2. Certificate shall give D&A DOOR & SPECIALTIES INC. 30 days advanced written notice of any change in coverage or impending cancellation.
3. Certificate shall indicate dates of coverage which extend from initiation of work performed to completion of project.

**Auto Liability** – For those subcontractors using their automobiles in the performance of their work, we also ask for the following. Prior to the initiation of any operations subcontractors performing operations on your behalf shall provide:

1. Certificate of automobile liability insurance evidencing coverage with limits of at least \$1,000,000 per occurrence.
2. Certificate shall name D&A DOOR & SPECIALTIES INC. as an additional insured with respect to the use of auto arising from operations of named insured.
3. Certificate shall give insured 30 days advanced written notice of any change in insurance limits.
4. Insurance Carrier of the subcontractor shall be an AM Best A rated insurer.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) D&A Door & Specialties, Inc. 2667 S. Victory View Way Boise Idaho 83709
	6 City, state, and ZIP code	
7 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

### 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.

Sign Here	Signature of U.S. person ▶	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.