

NEW VENDOR/SUBCONTRACTOR PACKET

- 1. New vendor information form
- 2. W-9
- 3. Subcontractor Agreement (4 pages)
- 4. Example of Certificate of Liability Insurance
- 5. Worker' Compensation Waiver

All forms must be submitted to the office before submitted billings can be processed for payment

Thank you



Professional Transportation & Installation, Inc dba Premier Homes
3501 Old Granbury Road
Granbury, TX 76049
PH: (817) 573-7652 * FAX: (817) 573-5634

New Vendor Information Form

Company Name		
Physical Address		
City		
Main Phone Number w/Area Code		
Mobile Phone Number	Tax ID Num	nber
Website		
Mailing /Remittance Address (if different from above)		
City	State	Zip Code
**********	*******	******
Owner/Principal Name & Title(s) and /or Individu	als Authorized to Waive	/Release Lien Rights and Receive Payments:
	Direct Ph	none
s	Direct Ph	none
9	Direct Ph	none
	Direct Ph	none
***********	******	******
Accounting Contact (Name & Title)		
Direct Phone		

Account/Sales Representative		
Direct Phone		
,		
WRITTEN ESTIMATES PER LOCATION, AND NEW PAYMENT FOR SERVICES AND/OR SUPPLIES: I un Homes issues purchase order numbers for all marper location, to this office in order for any submit failing to provide all requested New Vendor Docu	nderstand that Profession terials and services orde tted billings to be enterta	nal Transport & Installation, Inc. dba Premier red and that I must provide written estimates, ained for payment. I also understand that
Authorized Signature Name/Ti	tle	Date

Form (Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)									
ge 2.	Business name/disregarded entity name, if different from above						_			
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification:	Exe	Exemptions (see instructions):							
80	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐	Trust/estat	е							
tion the							Exempt payee code (if any)			
P C	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)						Exemption from FATCA reporting code (if any)			
Print or type	Other (see instructions) ▶			100	ie (ii ai	·y/ —				
H SH	Address (number, street, and apt. or suite no.)	Requester's	s nam	e and a	and address (optional)					
90		Profession	onal	Trans	sport	& Ins	tallati	on, In	C.	
9	City, state, and ZIP code	3501 OLI GRANBU	JRY,	TX 7	5049	KD.				
Ø									_	
	List account number(s) here (optional)									
Par	Taxpayer Identification Number (TIN)								_	
20,20	our TIN in the appropriate box. The TIN provided must match the name given on the "Name	" line S	ocial s	ecurity	/ numi	oer				
	id backup withholding. For individuals, this is your social security number (SSN). However, f nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For othe									
	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to g</i>									
	page 3.	Te.		!.	11611	ion nun	-b-au		1	
	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.		прюу	er iden	Tuncat	on nun	iber	$\overline{}$	j 1	
Par	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	r a number	to be	issued	d to m	e), 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.										
becau interes genera instruc	cation instructions. You must cross out item 2 above if you have been notified by the IRS se you have failed to report all interest and dividends on your tax return. For real estate transit paid, acquisition or abandonment of secured property, cancellation of debt, contributions ally, payments other than interest and dividends, you are not required to sign the certification on page 3.	actions, ite to an individ	m 2 d lual re	oes ne	ot app ent an	ly. For	mortga ent (IR	ige A), and	d	
Sign Here	Signature of U.S. person ►	ate ►								
7									_	

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. 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

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.

This document is a binding contract, which will serve as a blanket agreement for and between Professional Transport & Installation Inc, DBA Premier Homes, herein known as Builder, and the undersigned referred to hereafter as Subcontractor. By signing, Subcontractor and Builder agree to the terms set forth herein. This agreement shall remain in force from the date hereof and from year to year, unless a change is agreed to in writing by both Builder and Subcontractor. The parties agree to the following:

1. GENERAL PERFORMANCE

All work of the Subcontractor will be performed in a good and workmanlike manner in accordance with the plans and specifications for each job and must comply with all Federal and State laws, codes and regulations and all county and/or municipal ordinances and regulations effective where the work is to be performed under this contract. All permits, fees, taxes, and expenses connected with such compliance are to be paid by the Subcontractor.

2. INDEPENDENT CONTRACTOR

The Builder and Subcontractor agree that the Subcontractor is being hired solely as an Independent Contractor and that neither the Subcontractor, nor his employees shall be deemed to be employees of the Builder.

3. TIME

The Subcontractor agrees to promptly begin work as soon as notified by the Builder, and to complete the work in a professional and workmanlike manner within a reasonable period of time once work is commenced and in any event by the deadlines established by the Builder in writing. Subcontractor shall cooperate with other trades who are also on the jobsite so that each reasonably may complete their respective work within the required time frames and Subcontractor shall in any event complete Subcontractor's work within a time that will allow any other trade whose work depends on the completion of Subcontractor's work to also timely complete its work. At all times, Subcontractor shall provide competent supervision, a sufficient number of skilled workers and adequate and proper materials to maintain Builder's work schedule. Subcontractor warrants to Builder that he has all proper and necessary licenses and permits to perform the services contracted for by Builder. If Builder determines that Subcontractor's work does not conform to the provisions of the Drawings and Specifications, or that the work is not of appropriate quality, Builder shall advise Subcontractor, and if Subcontractor does not correct such defects or errors on Builder's time table, Builder shall have the right to correct the defects and to charge back the Subcontractor the cost of such corrections.

4. EXTRAS

No deviations from the work specified in the contract will be permitted or paid for unless a written extra work or change order is first agreed upon and signed as required.

5. ASSIGNMENT

No assignment of this subcontractor agreement by Subcontractor is permitted without prior written permission from the Builder.

6. HOLD HARMLESS

The Subcontractor agrees to protect, defend and indemnify the Builder against and hold the Builder harmless for any and all claims, demands, liabilities, losses, expenses, suits and actions (including attorney's fees) for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have risen) out of or in connection with the work covered by this subcontract even though such injury, death, or damage may be (or may be alleged to be) attributable in part to negligence or other fault on the part of the Builder or his officers, agents or employees. If Builder reasonably believes that Subcontractor will or has caused a claim to be made or a lien to be filed against Builder's Property, Builder may retain any and all monies due Subcontractor and make such payment to Subcontractor and claimant jointly. The obligation of the Subcontractor to indemnify and hold the Builder harmless shall not be enforceable if and only if it be determined by arbitration of judicial proceeding that the injury, death or damages complained or was attributed solely to the fault or negligence of the Builder or his officers, agents, or employees and not in any manner or in any part attributable to the Subcontractor. The Subcontractor agrees to reimburse the Builder for all

sums which the Builder may pay or be compelled to pay in settlement of any claim hereunder, including any claim under the provisions of any worker's compensation law or any plan for employees' benefits which the Builder may adopt. The Builder shall be entitled to withhold from payment otherwise due pursuant to this subcontract such amount or amounts as may be reasonably necessary to protect against liability for any personal injury, death or property damage resulting from the performance of the work hereunder.

7. MECHANICS LIEN

Subcontractor shall furnish all partial and final lien waivers (waivers refer to the instruments executed by reason of payment or waiver of payment) and release and sworn statements under the Texas State Mechanic's Lien Law, for Subcontractor and for all Subcontractor's material, men, and supplies in a form satisfactory and acceptable to Builder as a condition precedent to partial and final payments to Subcontractor hereunder, as may be required by Builder. If any lien or other encumbrance or any claim of the nonpayment of labor, materials, and supplies furnished to Subcontractor is asserted, claimed or filed against Builder's property arising out of the contract or said work hereunder, notwithstanding the furnishing of said lien waivers or sworn statements by Subcontractor on the making of any said payments to Subcontractor, the Subcontractor shall protect, indemnify, hold harmless and defend the Builder, and its successors and assigns, from and against all such liens and encumbrances and all costs, fee, loss, damage and expenses (including, but not limit to attorney's fees and litigation expenses) in connection therewith. Any such assertion or claim may be treated by Builder as default of the contract and Builder on behalf of itself may take action as it deems necessary to mitigate its damages and charge the cost and expense thereof to Subcontractor.

8. CLEAN-UP

Subcontractor agrees to clean up all debris, trash, and refuse generated by his own trade at the end of each day and deposit into trash bin provided by Builder, and shall clean all walls, floors, and other finished surfaces soiled as a result of his trade. Subcontractor further agrees to deposit into trash bin or haul away all boxes, crates, or containers that may have been used to bring materials or fixtures to the job site. Subcontractor agrees to leave the job broom clean for next trade. In the event the Subcontractor fails to comply with the above after receiving the proper notice of the problem and the opportunity to correct it, Builder may back charge the Subcontractor for the cost of the debris removal and clean up. The Subcontractor should report the Builder if the job has not been cleaned within acceptable practices by the prior Subcontractor.

9. DEFAULT

If Subcontractor shall default in the performance of any of his duties or obligations hereunder, and such default shall continue after verbal or written notice, Builder may immediately terminate this Agreement. Subcontractor shall be due only such sums for approved work up until termination and shall furnish lien waivers to Builder upon termination and payment.

10. CARE OF MATERIALS

Subcontractor agrees to be diligent in the proper care of materials supplied by Builder. All usable materials are to be stored in an orderly way that protects them from wind, moisture, and provides general site safety. All non-usable materials are to be culled and properly disposed of in trash bins provided. Builder may at its discretion hold Subcontractor accountable for value of materials damaged by negligent Subcontractor care. Builder may back charge the Subcontractor for the cost of materials, deemed by Builder to be damaged by negligent Subcontractor care. Subcontractor promptly shall notify Builder of any defects in any materials supplied by Builder.

11. PAYMENT

Builder shall provide stated time frames for Subcontractor to submit invoices for the work performed. Invoices not received by the stated time will be processed and paid in the next pay period. Invoices in question will be held in their entirety until the disputed charge is resolved. Payment for a disputed charge may be held from the Subcontractor's total payment regardless of the specific project in dispute.

12. INSURANCE

Subcontractor shall provide Builder at the time of signing of this agreement with a Certificate of Insurance, showing the following insurance during the period of the contract and to provide evidence of such insurance when requested. Each certificate shall provide for 10 days advance written notice of cancellation or non-renewal.

A. Commercial General Liability coverage with an insurance carrier rated A- or better by A.M. Best with limits equal to or exceeding:

\$1,000,000 Combined Single Limit each occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Builder is to be named as Additional Insured on Subcontractor's Policy

- B. Workers Compensation Insurance covering all persons performing work at the Builder's job sites including but not limited to any principles or officers of the Subcontractor, employees or the Subcontractor and subcontractors of the Subcontractor. Further, Subcontractor, including but not limited to a sole proprietor who has one or more employees shall also provide, at his own expense a current Certificate of Worker's Compensation Insurance.
- C. Automobile Liability Insurance for any and all owned, hired and non-owned vehicles used at any jobsites or to transport individuals or materials to or from jobsites for a minimum coverage amount of \$1,000,000 each accident.
- D. Architects, Engineers and other Professional Vendors shall provide coverage of \$500,000 each claim. Subcontractor agrees to inform Builder immediately in the event of any changes in coverage, including without limitation, cancellation, non-renewal or limitations on coverage.

13. HEALTH AND SAFETY

Subcontractor agrees to exercise all precautions necessary to prevent accidents to himself, his workers, and all others. If applicable Subcontractor shall supply at his own expense all protective eyewear, ear protection, head protection, etc. to his workers. The Subcontractor will at his own expense comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, Texas Occupational Safety and Health Act, and any other applicable authority. The Subcontractor also agrees to defend at his own expense and be responsible for penalties of any nature assessed by such agencies of non-compliance by himself or his employees or agents. Subcontractor agrees that he and his employees have undergone proper safety training and have been properly trained and educated with regard to any hazardous material used in conjunction with the trade as required by the State or Federal law or as mutually agreed to by both parties. Any hazardous materials, containers, or waste shall not be left on the job by the Subcontractor and shall be removed from the job site and disposed of properly at the Subcontractor's own expense.

14. CONDUCT

Subcontractor agrees that he, employees, and agents of the Subcontractor shall conduct themselves in a professional manner at all times. Subcontractor further agrees, himself, employees and agents shall not use or be under the influence of alcoholic beverages or drugs on the job site. Subcontractor agrees that in the event of any kind of accident on the job site where Subcontractor or employees and/or agents of the Subcontractor are present, any or all present will submit to drug testing under the Subcontractor's drug policy, which is on file at its office. Additionally, Subcontractor further agrees to not enter into any agreement with the Builder's customer, while the house is under construction and until Builder's customer has purchased the property.

15. MAINTENANCE OF EROSION CONTROL

Subcontractor agrees that he, his employees and all agents of the Subcontractor shall not disturb any erosion control systems constructed on site in behalf of the Builder. If any silt fencing or hay bales are moved to gain access to site, then it structures shall be returned to their effective status immediately. Subcontractor shall indemnify, and hold

harmless the Builder and all of its agents and employees from and against all claims, fines, damages, losses, and expenses including attorney's fees arising out of or resulting from damage to erosion control structures on the job site caused by Subcontractor, his employees or agents.

16. ARBITRATION

It is hereby agreed that should any dispute arise respecting the provisions of this Agreement or of the true meaning of the Drawings or Specifications it shall be decided by binding arbitration and said arbitration shall be the sole remedy for dispute resolution. Such arbitration shall be by three disinterested parties, one of which arbitrator shall be selected by Subcontractor, one by Builder, and the third shall be selected by the two arbitrators so chosen. The decision of a majority of said arbitrators shall be binding, final and conclusive upon the parties hereto. The expense of such arbitration is to be borne equally by Builder and Subcontractor

Initials

17. WARRANTY

Subcontractor shall warranty against any defects in workmanship and/or materials which were supplied by Subcontractor for a period of one year from the date the home is first occupied by the homeowner. The Subcontractor's warranty shall be of the same standards and duration as the Builder's warranty provided to the Owner. A copy of such warranty is available on request from Builder.

(Name of Subcontractor and/or corporate name)	(Name of Builder
By:	By:
Title:	Title:
Date:	Date:

Professional Transport & Installation, Inc. (PTI) dba Premier Homes

Insurance Requirements for Sub-contractors

A. Commercial General Liability written on an occurrence basis with minimum coverage as follows:

Each Occurrence	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate `	\$ 2,000,000
Fire Damage Legal Liability	\$ 100,000
Medical Expense	\$ 5,000

B. Commercial Auto Liability for all owned, hired and non-owned vehicles; liability Insurance for owned vehicles to cover Owned Autos or Scheduled Autos

Combined Single Limit \$ 1,000,000

C. Worker's Compensation and Employer's Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$ 500,000
Disease per Employee	\$ 500,000

Certificates Shall:

A. List certificate holder as: PTI Inc

3501 Old Granbury Rd Granbury, TX 76049

- B. Provide thirty (30) days written notice to certificate holder prior to alteration cancellation, or material change by endorsement attached to the General Liability Policy.
- C. Include certificate holder as additional insured for general liability and automobile liability.
- D. Include a Waiver of Subrogation in favor of certificate holder applicable to all policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
MM/MM/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 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).

6	certificate holder in lieu of such endo	rsem	ent(s)							g to the							
PRO	ODUCER				CONT/ NAME:	CT											
Yo	Your Insurance Agent			PHONE	•		FAX (A/C, No):		,								
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							ce Company	Name		Required							
IMO	SURED		_		INSUR	ER A: Insuran			_	Required							
1140					INSUR	ERB: Illouran	Ce Company	INAIIIO		Required							
	ABC Subcontractor				INSUR	ERC:											
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	7						E.L. EACH ACCIDENT	s	800,000							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Indemnitees named as additional insured with coverage provided for additional insured on a primary and non-contributory basis. (General																	
	ability and Auto Liability). Waiver of				erai Lia	idility, Auto L	lability and	workers Compensation	n in ta	vor or							
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TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION 7551 Metro Center Drive, Suite 100 Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to send helpers to send helpers to the hiring employer.

CHECK □ BOX OF STATEMENT THAT APPLIES

☐ JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY. Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

☐ AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

TERM (DATES) OF AGREEMENT:	FROM:
TO: _	
LOCATION OF EACH AFFECTED JOB S IS A BLANKET AGREEMENT):	ITE (OR STATE WHETHER THIS
2-4	
ESTIMATED NUMBER OF EMPLOYEES	S AFFECTED
THIS AGREEMENT SHALL TAKE EFFEC	*

IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Date

Jason Britt, President, Prof. Transport & Installation, Inc.

Printed Name of the Hiring Contractor

Signature of Independent Contractor

Signature of Hiring Contractor

75-2743158

Federal Tax I.D. Number

Federal Tax I.D. Number

3501 Old Granbury Road

Address (Street)

Granbury, TX 76049

Address (City, State, Zip)

Independent Contractor's Affirmation

Address (Street)

Printed Name of the Independent Contractor Address (City, State, Zip)

Date

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.



Division Date Stamp Here

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION 7551 Metro Center Drive, Suite 100 Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK □ BOX OF STATEMENT THAT APPLIES

☐ JOINT AGREEMENT TO AFFIRM INDEPENDENT RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY. Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

☐ AGREEMENT TO ESTABLISH EMPLOYER-EMPLOYEE RELATIONSHIP FOR CERTAIN BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor will withhold will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT:	FROM:
TO:	
LOCATION OF EACH AFFECTED JOB IS A BLANKET AGREEMENT):	SITE (OR STATE WHETHER THIS
ESTIMATED NUMBER OF EMPLOYEE	S AFFECTED:

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

Signature of Hiring Contractor

Jason Britt, President, Prof. Transport & Installation, Inc.

Printed Name of the Hiring Contractor

Signature of Independent Contractor

75-2743158

Federal Tax I.D. Number

Federal Tax I.D. Number

3501 Old Granbury Road

Address (Street)

Granbury, TX 76049

Address (City, State, Zip)

Independent Contractor's Affirmation

Date

Address (Street)

Printed Name of the Independent Contractor

Address (City, State, Zip)

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

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