



Company: _____
 Name of Corporation

Name: _____
 Your name

Cell Phone: _____

Description Checklist	Pages	Check
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Corporation Detail Page	1	
Driver's License	1	
Social Security or Card to Work	1	
Sub-Contractor Workers Exemption	1	
Sub-Contractor Hold Harmless	3	
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Certificate of Liability	1	
Certificate of Exemption or policy	1	

	Effective	Expiration
Certificate of Liability		
Certificate of Exemption or policy		

(Dates)



120 SW 5th Street * Pompano Beach, Fl 33060

Phone: 954-781-2000 * WWW.ETFlooring.com

Sub-Contractor Agreement

1. All Sub Contractors **Must Comply** with the following in order to work for **ET Flooring Contractors, LLC**. All Sub Contractors (*Tile, Marble, Carpet, Wood, Stone, VCT, LVT*) will not be paid until all information below is accepted. All information becomes the property of **ET Flooring Contractors, LLC**. and must be kept updated:
 - A. Certificate of Liability (\$500,000) with **ET Flooring Contractors, LLC** being the certificate holder.
 - B. Certificate of Liability with **ET Flooring Contractors LLC** Must be added as additional insured.
 - C. Certificate of Workman's Compensation with **ET Flooring Contractors, LLC** being the certificate holder or a Waiver Certificate from the state of Florida.
 - D. Florida Corporation, all checks will be made payable to your company
 - E. Copy of your driver's license with picture ID
 - F. Copy of your Social Security card or Green card
 - G. W-9 form filled out.
 - H. All in house **ET Flooring** forms filled out.
2. All sub-contractor must use an invoice in order to get paid. Invoices must be turned in by Monday morning to insure timely payment. All jobs must be completed in full when turning in invoices. **Do not** rely on **ET Flooring** supervisors to fill out your invoice.
3. All checks will be ready on Friday **after 2:00** for pick up.
4. **ET Flooring** will purchase flooring one time only. Sub-contractors will be responsible for replacement flooring if installed poorly. Defective material **MUST NOT** be installed.
5. All sub-contractors must check sub-floors (concrete or wood) and fix any problems. **If problem cannot be fixed do not install.** If extra pay will be needed to correct problem, it will be necessary to acquire a written work order. **No extras will be paid without an approved, signed written work order.** Any work laid over a bad sub-floor will be redone at sub-contractors' expense.
6. Sub-contractors must be responsible for their own punch-out (repairs). It is up to the sub-



contractor to make sure that their punch-out work is 100% complete. If **ET Flooring** has punch-out it may result in a back charge subject to **\$75.00** per hour plus all materials. Minimum amount of **\$150.00** may apply to each back charge.

7. A **\$5,000.00** retainer will be held back from all sub-contractors. **10%** increments will be taken from your pay per week until **\$5,000.00** is reached. Retainer will be released **approximately one year** after all punch out work is completed. **ET Flooring** has the right to use any retainer money as it sees fit to complete any unfinished work or any repairs. Retainer refunds must be requested in writing and approved by **ET Flooring**. No phone calls will be accepted. **All Insurances must be up to date when releasing retainer check.** Retainer checks may be held longer then one year depending on how much punch out work was required. This is subject to **ET Flooring** discretion and not disputed. Valid Florida Corporation and all Insurance must be up to date to receive retainer check. There are **No** exceptions!
8. All sub-Contractors must comply with all project rules. If there is a fine or back charge for any negligence caused by your company, you will be subject to a back charge and or terminated on the spot. Please ask for copy of rules before you start any job.
9. Workers Compensation rules are **very important**. All violators will be fined and or terminated on the spot. Please ask for copy of rules before you start any job.
10. If there is any legal action against **ET Flooring Contractors, LLC**, this Sub-Contractor Agreement will apply in court. English will apply.



I, _____ on behalf of _____
(personal name here) *(Corporation name here)*

work a sub-contractor and I have read this agreement (3 pages) in full and I fully understand the rules and contents of this said agreement. If I **do not** understand because of my language or anything else I will have it interpreted for me. I have asked questions to my satisfaction. By signing I will comply with all that I have read. I also understand that I have had the right to legal council and was not forced into signing this agreement. If there becomes a dispute, I will be subject to all court cost and attorneys.

Signature: _____

Date _____

Signature: _____
Bookkeeper for **ET Flooring Contractors, LLC.**

Date _____



120 SW 5th Street *Pompano Beach, FL 33060
Phone 954-781-2000
WWW.ETFlooring.com

Subcontractor Workers Compensation Exemption

I, _____, have exempted myself from Workers
(*Name of Subcontractor*)
Compensation with my Florida corporation name as _____,
(*Name of Florida corporation*)

I am the 100% owner of my company. I have provided my exemption certificate to all proper parties and have complied with all requirements under Workers Compensation Insurance guidelines. I do not have any employees that work for me. I work alone. If I am working for **ET Flooring Contractors**, Inc. and I need to hire help I will inform **ET Flooring**. I will then provide a worker compensation insurance policy. I am required by law to insure all hired help. **ET Flooring** has informed me that all proper insurance documentation must be kept current in order for me to work.

Signature of Subcontractor

SUBCONTRACTOR AGREEMENT - HOLD HARMLESS

This Agreement, as negotiated herein, is entered into by and between _____ "Subcontractor" and ET Flooring Contractors, LLC, "Contractor."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.
- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.
- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the

Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Subcontractor shall require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-.

Article 4. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Article 5. Warranty:

Subcontractor warrants its work for a period of One year against all defects in materials or workmanship. This is from the date of occupancy.

Article 6. Miscellaneous:

Subcontractor is an independent contractor and not an employee of Contractor.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Georgia. Any amendment(s) must be given in writing

SUBCONTRACTOR

Company: _____

By: _____

Title: _____

Date: _____

CONTRACTOR

ET Flooring Contractors, LLC.

By _____

Title: _____

Date _____

This sample agreement is for informational purposes only and should not be considered legal advice. Builders Insurance accepts no legal responsibility for the correctness or completeness of this material. We recommend that you consult with your legal counsel and agent regarding your individual circumstances.

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.

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
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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 for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Future developments. 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.