

SmallJobs, LLC
1123 MD 3N #288 Gambrills MD 21054
Phone: 301-399-4803
www.smalljob.com

VENDOR COMPLIANCE CHECKLIST

Thank you for your interest in partnering with SmallJobs, LLC. To follow is our vendor Compliance Package which will need to be completed and returned as soon as possible.

The following documents are REQUIRED to complete your compliance package:

- 1) Subcontractor Agreement
 - a. First page completed with your company name and address.
 - b. Last page must be completed and signed.

- 2) Certificate of Insurance
 - a. Submit "Sample" to your Insurance Agent to ensure certificate is worded properly.
 - b. If not required to maintain Workers' Compensation Insurance, you must submit a valid exemption certificate from your State Workers' Compensation Board.

- 3) Form W-9

REMITTANCE ADDRESS (if different than W9)

Company name: _____	Attn: _____	
Street Address: _____		
City: _____	State: _____	Zip: _____

PLEASE FAX OR EMAIL COMPLETED FORMS BACK TO YOUR DESIGNATED ACCOUNT MANAGER

Hiring Account Manager: _____	Ext: _____
Email: _____	Fax: _____

SmallJobs, LLC

Subcontractor Agreement

This Agreement ("Agreement"), dated this ____ day of _____ 20____, is entered into between SmallJobs, LLC ("SmallJobs, LLC", "we" or "us") whose address is P.O. Box 3953 Crofton, MD 21114 and _____ "you" and/or "subcontractor"), whose address is _____.

You are being contracted to perform facility maintenance services, which may include, but are not limited to general maintenance, handyman, electrical, plumbing and carpentry according to the agreed upon specifications to our customer(s) at such locations as we direct;

- 1) **Duties:** The specifications and pricing are outlined in the assigned work order. A work order must be signed by our customer following completion of Service. At our option work will be performed on the days and during the hours specified by our customer(s). Neither we nor our customers will supervise any of your employees or any aspects of the Services you provide. You must provide all supervision, labor, equipment, materials, and supplies. Improper work will be corrected free of charge.
- 2) **Subcontractor's Obligations:** In accordance with applicable law, you agree to obtain any necessary licenses or permits; comply with all federal, state, and local employment laws regarding payroll tax, withholding and reporting requirements for all individuals who provide services in connection with this Agreement and all safety and employment laws, rules and regulations; and complete an Employment Eligibility Verification Form from the Department of Homeland Security, also known as Form I-9, for each person who performs work for you. You agree to allow us access, on reasonable notice, to audit any and all of your records to insure compliance with the foregoing. Failure to comply will constitute a default hereunder.
- 3) **Compensation:** You must submit all Work Order(s) signed by our customer's representatives, along with an invoice reconciling the activity for each customer. You risk non-payment for services rendered if the signed Worker Order(s) is not submitted within 24 hours of completion of the Work Order(s). We will issue your payment 45 days after the date that we receive and process your invoice. Processing of invoices typically takes 10-14 days. Payment will be issued to you provided we have received your invoice within 30 days from the last day of the month that you provided the services. Invoices submitted after 30 days shall be deemed stale and subject to payment only at SmallJobs, LLC's discretion. We are not obligated to pay you until we receive payment from our customer. You assume the risk of non-payment by our customer for any reason including, without limitation, our customer's bankruptcy, insolvency, reorganization, financial distress, nonperformance, dissatisfaction with services, or any other reason in or out of our control.
- 4) **Insurance:** You must at all times maintain the insurance coverage as set forth in the attached sample Certificate of Insurance. You shall provide SmallJobs, LLC with certificates of insurance and additional insured endorsements evidencing the insurance required. All insurance shall be placed with insurance carriers acceptable to SmallJobs, LLC that are licensed to do business in the State where the Services are being performed. If your insurance lapses during the service period, you risk nonpayment. Subcontractor waives all rights against SmallJobs, LLC, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above. Certificate Holder and Additional Insured's must be shown as indicated on the attached sample Certificate of Insurance. All insurance companies must be rated no lower than an A-VIII in the most current edition of A.M. Best's Property Casualty Key Rating Guide. All insurance policies shall be written on "an occurrence basis". No policies may be canceled or materially revised without our prior written approval. You must immediately notify SmallJobs, LLC of any injury or claim against you and/or us that arise and provide SmallJobs, LLC with copies of all relevant documents.
- 5) **Independent Contractor:** In the performance of the Agreement, you shall be an independent contractor. All persons who perform the Services under this Agreement must be your employees, and not your independent contractors. Nothing in this Agreement between Subcontractor and SmallJobs, LLC shall be deemed to constitute a partnership, joint venture or other similar relationship, and you agree not to make any contrary assertion, claim or counterclaim in any action, suit or other legal proceeding involving you and SmallJobs, LLC. You are responsible for all losses, damages, judgments, liabilities, claims, injuries, costs, and expenses arising directly or indirectly from the ownership and operation of your business, your motor vehicles, your property, and your performance of the Agreement. You are not authorized to contract on our behalf, to bind us in any manner, or to hold yourself out as anything but an independent contractor. You have full responsibility for all debts and obligations of your business. It is specifically understood that you will maintain all payroll records for your employees and that we will not do so. You agree to do business only under your own corporate name as our subcontractor and that you have not been licensed to use the SmallJobs, LLC name.
- 6) **Indemnification:** To the fullest extent permitted by law, you and subcontractors, affiliates, agents or employees shall, at your own cost and expense, defend SmallJobs, LLC and our customer and both SmallJobs, LLC and our customer's respective officers, directors, employees, agents, shareholders, partners, joint ventures, affiliates, successors and assigns ("Indemnified Parties") from and against all allegations asserted in any and all claims reasonably related to Services you provided or failed to provide under this Agreement, regardless of whether the obligations are directed solely against one or more of the Indemnified Parties.

To the fullest extent permitted by law, you shall indemnify and hold harmless the Indemnified Parties from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, assessments, awards, deficiencies, judgments, settlements, and penalties, including, without limitation, costs, and expenses whatsoever (including without limitation attorneys', consultants' and other professional fees and disbursements) incident thereto (collectively "Losses"), arising out of, based upon, occasioned by or in connection with your performance under the agreement. The indemnification obligation specified in this paragraph shall be construed so as to extend to all legal, defense, penalties, fees, assessments and investigation costs, as well as other costs, expenses, and liabilities incurred by the Indemnified Parties. In no event shall we be liable for consequential, incidental or special damages, including without limitation and delay damages, lost opportunity damages or lost profits incurred by you or your affiliates, subcontractors, agents, or employees in connection with this Agreement.

7) **Confidentiality and Non-Compete:**

Confidential Information: You acknowledge that confidential and proprietary business information and trade secrets including, without limitation, our customer lists, the Services provided and the prices charged for them, our billing and payment procedures, our Work Orders, schedules, contracts, and other forms (hereinafter the "Confidential" Information") will become known by you. Disclosure of same will cause irreparable harm to us, you covenant neither to reveal to others nor to use it, except as authorized by us in writing, the Confidential Information. Said representation will survive termination of the Contract. Upon termination you must return all such Confidential Information to SmallJobs, LLC.

Non-Competition and Non-Solicitation: During the term of this Agreement and for a period of twenty-four (24) months thereafter, you and your officers, shareholders, and directors agree not to contract, solicit, or do business with any of our customers (or their contractors, assigns or designees) for whom you performed Services under this Agreement, regardless of the location where you performed the Services. You agree not to solicit for employment nor hire any of our employees during the term of this Agreement and for six (6) months following its termination.

8) **Termination or Cancellation:** This Agreement or any schedule to this Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party delivered to the non-terminating party. In addition, this Agreement or any schedule to this Agreement may be terminated by us, upon one (1) day's notice, if we or our customer notifies you that your Services are unsatisfactory, you violate any provision of this Agreement, you fail to maintain the required insurance, you assign this Agreement, become insolvent, or declare bankruptcy, you subcontract the Services without written authorization from us, you fail to fully cooperate with us or our customer or our customer cancels their contract with us.

9) **Dispute Resolution: Governing Law and Jurisdiction:** The laws of the State of Maryland within the County of Anne Arundel shall govern the validity, performance, interpretation, and effect of this Agreement. Any suit, claim or proceeding commenced relative to this Agreement or services performed hereunder shall be commenced in Maryland State Courts in Anne Arundel County, Maryland or in the Federal District Courts of Maryland.

Waivers: All parties waive their respective rights to trial by jury on any action, proceeding, or counterclaim, whether at law or in equity, brought by either you or us.

10) **Assignment:** You may not assign this Agreement.

11) **Right to Offset:** We may withhold from payment owed to you any amount due to us from you under the indemnification provision, any other provision of this Agreement, or due to a breach of this Agreement.

12) **Miscellaneous:** If any sentence, paragraph or provision in this Agreement for any reason is deemed illegal or otherwise unenforceable, then the validity of the remaining sentences, paragraphs or provisions shall not be affected; and this Agreement shall be construed as if such provision had never been a part of it. This Agreement contains the entire agreement of the parties. No promises, inducements or representations not contained in this Agreement shall be of any force or effect or binding upon you or us. Any modifications, changes, or variances to this Agreement made by you shall be void and of no effect unless made in writing and signed by us.

The parties hereto have caused this Agreement to be executed by their authorized representatives and represent that they have full authority to enter into this Agreement.

SUBCONTRACTOR:

SMALLJOBS, LLC

Printed Business Name

Signature of Authorized Representative

Authorized Signature

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

Insurance Agent / Broker Name and Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Vendor Name and Address

INSURER A: Class VIII or Better
 INSURER B: Class VIII or Better
 INSURER C: Class VIII or Better
 INSURER D: Class VIII or Better
 INSURER E: Class VIII or Better

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY #	Effective	Expiration	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	POLICY #	Effective	Expiration	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	POLICY #	Effective	Expiration	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	POLICY #	Effective	Expiration	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATION / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Realty Maintenance, LLC and all of its customers and all respected directors, officers, employees, agents, subsidiaries, divisions, affiliates and successors are named as Additional Insureds under Commercial General Liability endorsement #CG 20 10 (11/85) (copy attached) and Commercial Automotive Liability policies. Additional Insured coverage is on a Primary and Non-Contributory basis with a Waiver of Subrogation in favor of the Additional Insureds under the Commercial General Liability and Commercial Automotive Liability policies.

CERTIFICATE HOLDER

Realty Maintenance, LLC
 Attn: Compliance Department
 P.O. Box 3953
 Crofton, MD 21114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE MUST BE SIGNED

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number																							
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification 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).

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 4.

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.

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, 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.