

# TO: Jani-Serv Inc Alliance Partner Applicant

#### **FROM: Corporate Client Services**

RE: Application for Sub-Contractor Status

Jani-Serv Inc requires the following documents be completed prior to any award or agreement being assigned to an Alliance Partner acting in a sub-contracting capacity:

- 1. COPY OF VENDOR QUALITY ASSURANCE PLAN
- 2. LIABILITY INSURANCE CERTIFICATE
- 3. W-9 FORM
- 4. I-9 FORM
- 5. WORKER'S COMPENSATION CERTIFICATE
- 6. VENDOR AGREEMENTS
  - a. Vendor Confidentiality
  - b. Sub-Contractor Agreements
- 7. COPY OF BUSINESS LICENSE
- 8. COPY OF YOUR SOCIAL SECURITY CARD, IF YOUR TAX IS FILED UNDER YOUR SSN
- 9. ANY DOCUMENT THAT HAS AN INDICATION OF THE EMPLOYER TAX ID, IF YOUR TAX IS FILIED UNDER IT
- 10. MAKE SURE TO INDICATE JANI-SERV INC, AS A CERTIFICATE HOLDER ON YOUR LIABILITY INSURANCE AND WORKER'S COMPENSATION
- 11. PROVIDE # OF JANI-SERV INC BADGES THAT ARE REQUIRED
- 12. ALL PAPER WORK MUST BE COMPLETED AND RETURNED TO JANI-SERV INC BEFORE YOU WILL BE AWARDED ANY BUSINESS

IF YOU SHOULD HAVE ANY FURTHER QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME DIRECT AT 801.500.4747

# IN CLOSING, WE WELCOME YOU TO JANI-SERV INC AND WE LOOK FORWARD TO HAVING YOU AS A NEW VENDOR PARTNER WITH OUR COMPANY.

THANK YOU VERY MUCH FOR YOUR COOPERATION.

**RESPECTFULLY**,

Jared D Twilley

JARED D TWILLEY PRESIDENT/CEO JANI-SERV INC



TO:

#### Jani-Serv Inc Affiliate Partner Applicant

**FROM: Corporate Client Services** 

#### RE: Application for Sub-Contractor Status

Jani-Serv Inc provides Total Facilities Services including, but not limited to, Janitorial and Environmental Services, Facilities Maintenance, Landscaping, Window Washing, etc. on a regional/national basis operating as a prime contractor.

In some cases we fulfill our contractual agreement through the utilization of sub-contractor agreements. As an applicant, you as an Alliance Partner must meet the following criteria:

- 1. Act as sole owner/proprietor or operate a bona fide corporate entity and maintain an active role in the operational function of said entity.
- 2. Said business must have been in operation a minimum of two years and maintain an annual volume of no less than One Hundred Thousand Dollars (\$100,000.00) annual sales.
- 3. Management must have a minimum of two years' operational experience in the related field. This minimum may be expanded at the express direction of Jani-Serv Inc Management as required by the contracting agency it represents.
- 4. Applicant guarantees through the execution of the required documents provided by Jani-Serv Inc its compliance. Jani-Serv Inc reserves the right to review and/or require refreshment of these documents at any time during the course of the contractual term with the sub-contractor.
- 5. Applicant will agree to participation in all required Training and Development activities Jani-Serv Inc requires for contract fulfillment.

Jani-Serv Inc by the execution of the agreement agrees to the following:

- 1. Insure that the applicant is furnished all necessary documents and requirements necessary for the fulfillment of the contract assigned.
- 2. To provide training and support, and regular audits of applicant's compliance.
- 3. Develop a marketing plan specific to the applicant's immediate geographic location.
- 4. Jani-Serv Inc will work closely with the applicant's management and sales team in a joint effort to expand the applicant's market penetration utilizing the Jani-Serv Inc national presence.

Respectfully,

Jared D Twilley

JARED D TWILLEY PRESIDENT/CEO JANI-SERV INC



# SUBCONTRACT SERVICE AGREEMENT

THIS SUBCONTRACT, entered into on \_\_\_\_\_\_, between Jani-Serv Inc (JSI) (hereinafter referred to "Contractor"), and \_\_\_\_\_\_, (hereinafter referred to as "Subcontractor").

#### Purpose of Agreement

1. The purpose of the Agreement is to state the terms and conditions under which \_\_\_\_\_ will provide services as stated herein.

ADDENDUM A -- Service Locations and Compensation Schedule ADDENDUM B -- Performance Specifications and Requirements ADDENDUM C -- Subcontractor Invoicing Requirements Contractor shall pay to Subcontractor for such services the amounts as defined in Addendum A. Subcontractor shall comply with the invoicing requirements defined in Addendum C.

#### **Terms of Agreement**

2. The term of this Subcontract Service Agreement shall commence on\_\_\_\_\_\_, and will continue in full force and effect on a month-to-month basis until terminated as specified herein (See, paragraph 9).

#### Materials, Supplies, Methods, & Details

3. Subcontractor shall furnish, at its expense, all personnel, chemical supplies, materials, equipment, licenses, uniforms (in compliance with JSI Uniform Guidelines – see attached), and permits required to perform the services. Subcontractor shall retain exclusive control over the methods and details of the services required pursuant to this agreement. Subcontractor is responsible solely for all start-up costs (travel, accommodations, equipment, supplies, commodities, etc.) incurred and understands that these costs are not reimbursable and are borne solely by the subcontractor.

#### Compliance with Applicable Statutes, Ordinances, and Regulations

4. The services shall be performed in compliance with all provisions of any work order, and/or specifications referred to in Paragraph 1 and in a safe and workmanlike manner in compliance with Williams-Steiger Occupational Safety and Health Act of 1970, and all other laws, ordinances, and governmental regulations. Subcontractor shall not discriminate against any person due to race, creed, color, national origin, sex, gender, or age, shall comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the immigration Reform and Control Act of 1986, the Rehabilitation Act of 1973, 41 CFR 60-741, the Vietnam Era Veterans Readjustment Assistance Act of 1974, 41CFR 60-25, the Unruh Act, and Executive Order 11625 (Minority Business Enterprise), together with all Amendments thereto and there under. Subcontractor agrees to defend, indemnify, and hold Contractor and owner of the premises (where services hereunder are performed) harmless from all loss, liability or expense (including reasonable attorneys' fees) in any way related to Subcontractor's failure to fully comply with any of the foregoing laws, ordinances, regulations, or any other applicable laws, ordinances, or regulations.



. Additionally, Subcontractor shall comply with all requirements of federal State and local laws and regulations including the filing of reports and payment of social security with holding, State Disability Insurance and income taxes. In addition, Subcontractor agrees to perform all actions necessary to comply with Arizona's I-9 regulations, and any other State's equivalent thereof. Subcontractor agrees to defend, indemnify and hold Contractor harmless from any and all liability, expenses, or claims arising from Subcontractor's failure to do so. Subcontractor shall, upon request, provide certification that all such filings and payment have been made.

#### Subcontractor's Responsibilities

- 6. The Subcontractor is solely responsible for providing suitably trained, honest and competent personnel to perform the services required under this subcontract. Subcontractor is solely liable for damages, which occur as a result of the hiring and/or negligence of its employees.
- 7. Subcontractor is also responsible for any and all costs incurred as a result of false alarms triggered by Subcontractor of its personnel. Subcontractor will provide its personnel with the proper procedure (per site) to follow for any alarm activation and/or deactivation.
- 8. The obligations imposed in this section are not exhaustive, and are intended to supplement those under Addendum B.

#### Right to Terminate Subcontract

9. If any of the services contemplated by this Subcontract are not performed, or if the owner or any tenant or agent of the owner of the facility at which the services are performed shall be dissatisfied with the results of the services, Contractor shall have the right to terminate this Agreement immediately by providing written notice to Subcontractor. In addition, this Agreement shall terminate immediately upon termination of Contractor's Agreement with premises owner, or tenant or agent thereof. Contractor may terminate this agreement with or without cause by giving subcontractor 30 days' written notice.

## Subcontractor's Duty to Defend and Indemnify Contractor

10. To the full extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor and its employees and affiliates and the owner and all tenants and agents of the owner of the facility at which the services are performed (an any persons designated by Contractor) from all claims, demands, losses, liability, lawsuits, liens and judgments, including all attorney's fees and expenses incurred, which arise out of or result, directly or indirectly, form or in connection with the performance of the services, providing of materials or products or any action or inaction by Subcontractor or any of its employees, agents or subcontractors, including any caused or alleged to have been caused by the joint, concurrent, or sole negligence or other fault of any indemnities here under.

#### **Claims against Contractor**

11. If any claims are made against Contractor or damages or expenses are incurred by Contractor under the contract of which this is a subcontract, due to the performance or failure or defects in the performance of Subcontractor or any acts of Subcontractor or its employees or subcontractors, Subcontractor shall be liable to Contractor for the amount thereof, and Contractor shall have the right, in addition to any and all other rights and remedies, to withhold the amount otherwise due, or to become due, to Subcontractor here under equal to the amount of such claims, damages, expenses and demands.



#### Subcontractor's Duty to Provide Insurance

12. Subcontractor shall maintain insurance in the following minimum amounts, naming Contractor (and, upon Contractor's request, the owner of the premises where services are performed and any other persons designated by Contractor) as an additional insured:

	Coverage	<u>Limits</u>
(a)	Automobile and Comprehensive General Liability Insurance (including bodily injury, personal injury,	
	Property damage, completed operations, products	
	Liability, and contractual liability)	\$1,000,000
(b)	Worker's Compensation	Statutory Limits
(c)	Employer's Liability (where applicable)	\$1,000,000
(d)	Fidelity Bond (covering theft from Contractor and	
	Customers' premises	\$500,000

- 13. Limits less than those stated must receive prior written approval by Contractor's Legal and Insurance Departments.
- 14. No later than 10 days prior to the commencement of work, Subcontractor shall deliver to Contractor an original Certificate of Insurance evidencing the above stated coverage's and that the Contractor has been named as an additional insured. The Certificate shall be endorsed to provide that: Insurance evidenced by the Certificate shall be primary and non-contributory to all other insurance or self-insurance of the Contractor, that coverage shall include: (I) Contractual Liability, (ii) Cross-Liability Endorsement, (iii) Sever ability of Interest Clause, (iv) Coverage shall include property in the care, custody and control of Subcontractor, and (v) Contractor shall be given at least 30 day's written notice prior to any cancellation, termination or reduction in limits of the above stated limits of coverage. The insurance agreement shall exist independently and in addition to the Subcontractor's indemnity obligation set forth in paragraph 10 herein.
- 15. Upon a request from the Contractor, the Subcontractor shall deliver to Contractor, certified copies of all insurance policies referred to herein.
- 16. Subcontractor is, and shall always remain, an independent contractor in the performance of the services reflected in this agreement. Subcontractor is not, and shall never be, an agent, employee, partner, or joint venturer of Contractor or be subject to any direction, control or supervisor by Contractor in the performance or in the manner or time of performance of any of the services.
- 17. Subcontractor shall not solicit business from any site serviced pursuant to this Agreement. Subcontractor shall not engage in any conduct, which competes or materially interferes with Subcontractor's obligations under this Agreement.

#### Written Modifications to Subcontract

18. No modification or extension of or addition to this Subcontract or the services to be performed or payments to made hereunder shall be effective unless the same is in writing and signed by Subcontractor and an officer of Contractor.



#### Governing Law, Entirety of Agreement and Partial Invalidity

19. The laws of the State of Arizona shall govern this agreement. It constitutes the entire agreement between the parties regarding its subject matter. If any court, or other judicial body, to be invalid, void, or unenforceable, holds any provision in this contract the remaining provisions shall nevertheless continue in full force.

#### **Payment Terms Governing Agreement**

20. Sub-Contractor shall submit itemized, monthly invoices to JSI for services provided at each of Affiliate's locations covered under this Agreement. Sub-Contractor's invoices shall specify the JSI location or purchase order to which the Services relate. JSI will collect all payments for the Services from Affiliate under the Master Agreement. JSI will pay Sub-Contractor for its performance of Services under this Agreement at the rates set forth in Exhibit A (attached by site), but it is understood and agreed that JSI shall be under no obligation to pay Sub-Contractor for services rendered until such time as JSI is paid for said services by Affiliate. JSI will pay Sub-Contractor the contract amounts set forth in Exhibit A (s) within fifteen (30) days of JSI' receipt of first payment from Affiliate for the Services or the 30<sup>th</sup> day of the succeeding month, whichever comes first. Service tickets required by the JSI and the Affiliate must be submitted in a timely manner, and, under no circumstance will JSI be required to make payment if the Sub-Contractor does not comply with the requirements of reporting dictated by the Master Agreement and any of its Exhibits and/or Addendums. In no event shall Sub-Contractor deliver invoices or will JSI be obligated to pay invoices for Services not actually provided prior to the payment date. JSI shall have the right upon thirty (30) days written notice to audit Sub-Contractor's books and records as they relate to the Services provided by Sub-Contractor pursuant to this Agreement.

IN	WITNESS	WHEREOF,	the	parties	have	executed	this	Subcon	tract	at			, o	n the
		day of				,		and	each	of	them	acknowledges	receipt	of an
ex	ecuted cou	nterpart the	ere of											

JANI-SERV INC

**SUBCONTRACTOR** 

X	x
ВҮ:	ВҮ:
TITLE:	TITLE:



# VENDOR CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

For valued consideration, this "Vendor Confidentiality / Non- Disclosure agreement" is entered into between Jani-Serv Inc and its

current or prospective "Vendor", \_\_\_\_\_\_.

Jani-Serv Inc is engaged in the commercial building maintenance business throughout the <u>United States</u> and has maintenance agreements with its client/customers regarding providing custodial/maintenance services.

From time to time, Jani-Serv Inc may desire to subcontract a portion of its duties to a "Vendor" and "Vendor" may desire to perform the maintenance/custodial duties as assigned by JSI governed by the following conditions stated in this agreement:

- If "Vendor" is hired, contracted, or retained to provide service for "JSI" "Vendor" agrees to keep its relationship to "JSI" confidential and to treat as privileged and confidential any proprietary or other information provided by "vendor" by "JSI", including, but not limited to, client information, vendor manual information, and any financial information regarding "rates" or "changes" for services by "vendor" or "JSI".
- 2. "Vendor" agrees to represent to all persons on the job site that they are: (a) employees of "JSI" and that, (b) "JSI" is the maintenance/custodial contractor.
- 3. "Vendor" is relieved of the obligations required in paragraph 2(a) only when JSI or its legal representative has notified the customer of the sub-contractor's relationship to JSI and has identified said relationship to be that of a sub-contracting nature.
- 4. "Vendor" agrees to advise all of its employees of the confidential nature of its relationship to "JSI" and to take all necessary steps to insure that its employees fully comply with "confidentiality/non-disclosure" provision of this agreement.
- 5. "Vendor" is in no way to use, advertise, or refer to the client as a customer of "Vendor". "Vendor" may not at any time use the customer as a reference nor imply the reference to any current or potential client of "Vendor" while under the employ or acting in any capacity for and in behalf of Jani-Serv Inc and for a period of three-years succeeding any such agreement without express permission of an Jani-Serv Inc authorized officer. If any violation of this clause occurs penalties will be assessed as per paragraph <u>6</u> of this agreement.
- 6. Should any breach of this agreement occur, "Vendor" agrees that damages would be difficult to assess and that the court may impose liquidated damages of \$ 200,000, or the value of each contract adversely affected, whichever is greater, for any violation of this confidential/non-disclosure agreement.
- 7. Therefore, both parties agree, because of access to and knowledge of such items as noted, including but not limited to accounts lists, techniques, systems, methods, technical information and other information of a confidential nature and proprietary business information or trade secrets of both and each party undertakes for itself and all those acting on its behalf to keep and maintain such information in strict confidence **for a period of 5 years**.
- 8. In addition to liquidated damages provision above, "Vendor" agrees that the court shall award "JSI" reasonable attorney fees and costs, if suit is required to enforce the terms of this agreement and or to seek damages for any breach.

#### Acknowledgement

I, \_\_\_\_\_\_, acknowledge that I have read this entire agreement and understand the matters stated herein, including the liquidated damage provision and attorney fee provisions. I fully agree to the confidentiality and non-disclosure provisions and all other provision set forth in the agreement.

Executed on \_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Signature: \_\_\_\_\_

Vendor



# DO NOT SIGN ABOVE UNLESS YOU FULLY UNDERSTAND ALL THE PROVISIONS SET FORTH IN THIS AGREEMENT.

# Uniform, Attendance, and Grooming Standards Policy

It is the intention of Jani-Serv Inc to provide the highest level of service to its customers and to present, at all times, a professional image reflective of the mission of the company, its officers, and staff.

A critical component of accomplishing our goal is the appearance of our employees and the perception of our customers regarding the same.

To this end, Jani-Serv requires its employees to follow the mandates of uniformity and conduct listed below:

Employees:

- 1. Are to be punctual and timely arriving for and departing assigned duties.
- 2. Report to supervisor, via phone or text, no later than four (4) hours prior to shift if there will be any delay or absence
- 3. Arrive neat, clean, and clean-shaven in the uniform provided:
- Shirt (polo or Tee) Y \_\_\_\_\_ N \_\_\_\_\_
- Smock
  Y \_\_\_\_\_\_N \_\_\_\_\_
- Jacket
  Y \_\_\_\_\_\_N
- Pants
  Y \_\_\_\_\_\_N \_\_\_\_\_
- Hat or cap
  Y \_\_\_\_\_\_ N \_\_\_\_\_
- 4. Wear only proper foot gear (leather with rubber soles). Tennis shoes may be worn in certain circumstances as approved by the Operations Manager.
- 5. Advise supervisor immediately of any lost, damaged, or stolen uniforms.
- 6. Required to return uniforms, regardless of condition, on termination of employment regardless of reason.

Jani-Serv:

- 1. Will provide uniforms according to the contract requirement and physical conditions, taking into consideration weather, customer product or services.
- 2. Will physically monitor employees' compliance and require same.
- 3. Maintain adequate supply, at all times, of uniforms required.
- 4. Deduct from final paycheck the cost, less 50% for wear and tear, of issued uniforms if not returned as required.

Employee &/or Subcontractor

Date:



# Wire Transfer Form

Please fill out this form and email to jaredtwilley@gmail.com
<u>1-801-500-4747 Attn: Michelle/JSI</u>
Today's Date:
Company Name:
Address:
City, State, Zip:
Bank Name:
Bank Address:
Bank City, State, Zip:
Wire Transfer Routing Number: (Please contact your bank to verify this number)
Bank Account Number:
AUTHORIZATION
PLEASE SIGN BELOW TO AUTHORIZE WIRE TRANSFER.
Authorized Signature:
Print Name:
Date:
1 ISI processes multiple batches of wire transfers on Fridays, anytime between 8:30 AM – 4:00 PM

- JSI processes multiple batches of wire transfers on Fridays, anytime between 8:30 AM 4:00 PM (Mountain Standard Time).
- 2. Our bank stipulates that it could take up to 2 business banking days for the wire transfer to be sent to the receiving bank and for the receiving bank to post it to your bank account.

Please be advised that our bank stipulates it could take up to 2 business banking days for a wire transfer to be sent to the receiving bank. If you do not receive your wire transfer by Tuesday of the following week, please contact Michelle at Jani-Serv, Inc. at 1-801-500-4747.



# AFFILIATE APPLICATION

Company Nam	ne:		
(Company Na	me must be the same nar	me on the W-9	and all Insurance Documents as well)
Owner's Nam	e:		Date of Birth:
Address:			
City:		State:	Zip Code:
Telephone:			Fax:
Cell Phone:			
Email Address			
Number of En	nployees:		
Date business	established:		
DUNS Numbe	r:		
Federal Tax ID	Number (TIN or EIN):		
State of Incor	poration:		Date Incorporated
TRADE REFER	ENCES		
Reference #1	Name:		
	Address:		
	Phone:		
Reference #2	Name:		
	Address:		



# SERVICE PROVIDER ACKNOWLEDGEMENT EMPLOYMENT ELIGIBILITYOF ALIEN WORKERS REGULATIONS Immigration and Nationality Act (INA) (8 U.S. Code, Section 1186)

The Immigration and Nationality Act (INA) employment eligibility verification and related nondiscrimination provisions apply to all Employers.

# **Basic Provisions/Requirements:**

Under the INA, employers may legally hire workers only if they are Citizens of the U.S. or aliens authorized to work in the United States. For some aliens (students, nurses, "specialty occupations", fashion models) employers must comply with attestation procedures through the Department of Labor. The INA requires the employees show proof of their employment eligibility, by requiring completion of the I-9 form. Employers must keep I-9's on file for at least 3 years (or one year after employment ends, whichever is greater).

The INA also protects U.S. Citizens, and aliens authorized to accept employment in the U.S. States, from discrimination in hiring or discharge on the basis of national origin and citizenship status.

## Penalties:

Employers who fail to complete and/or retain the I-9 forms are subject to civil fines of up to \$1,000 per applicant. Enforcement of the INA requirement on employment eligibility verification comes under the jurisdiction of the Immigration and Naturalization Service (INS). The Justice Department is responsible for enforcing the anti-discrimination provisions. In conjunction with their ongoing enforcement efforts, the Employment Standards Administration's Wage and hour Division and office of Federal Contract Compliance Programs conduct inspections of the I-9 forms. Their findings are reported to the INS and to the Department of Justice where there is apparent disparate treatment in the verification process.

## E-Verify:

All employees must be E-verified through the national e-verification database, and that verification must be shown to JSI for approval. Click on the link below that will take you to the site to e-verify your employees, and it is free, no cost to you.

## http://www.dhs.gov/e-verify

Once this is complete, please forward all completed verifications to JSI directly and your ID badges will then be provided to you. No cleaners are allowed on customer premises without an authentic ID badge.



This resource is © 1996 by, and produced by the U.S. Government Office of the Assistant Secretary for Policy (OASP). Please note that other federal agencies besides the Department of Labor enforce laws and regulations that affect employers. Please consult appropriate agencies for further information. The information contained in this publication is not to be considered a substitute for any provisions of the laws enforced by the Department of Labor or for any regulation issued by the Department.

Jani-Serv, Inc. maintains full compliance with all Federal, State and Local Laws and ordinances. It is required that you acknowledge receipt of the regulations relating to the Immigration and Nationality Act (INA) (8 U.S. Code, Section 1186) et al.

I have read the above summary regarding the responsibilities of employers. I agree to hire workers only if they are Citizens of the United States or aliens authorized to work in the United States pursuant to the Immigration and Nationality Act (INA).

(We) have read the summary regarding the responsibilities of employers. I agree to hire workers only if they are Citizens of the United States or aliens authorized to work in the United States pursuant to the EMPLOYMENT ELIGIBILITY OF ALIEN WORKERS REGULATIONS as authorized by the Immigration and Nationality Act (INA) (8 U.S. Code, Section 1186).

(We) have read the terms and conditions stated above and agree to all of these terms and conditions.

## Authorized Signature for Business Entity:

Signature	
Print Name:	
Fitle:	
Date:	



lovember 2005)	Give form to the requester. Do not send to the IRS.	
Revenue Service	ur income tax return)	
Business name, if differ	ent from above	
Check appropriate box	Exempt from backup withholding	
Address (number, stree	er's name and address (optional)	
City, state, and ZIP cod	ie	
List account number(s)	here (optional)	
Taxpayer lo	lentification Number (TIN)	
p withholding. For indi		Social security number
	Ant of the Treasury Revenue Service Name (as shown on you Business name, if differ Check appropriate box: Address (number, stree City, state, and ZIP cod List account number(s) Taxpayer Ic your TIN in the approp p withholding. For indi	Indefinition Rutinization Rutinizer and Certification      Name (as shown on your income tax return)      Business name, if different from above      Check appropriate box:    Individual/ Sole proprietor      Address (number, street, and apt. or suite no.)    Partnership      City, state, and ZIP code    Requeste      List account number(s) here (optional)    Taxpayer Identification Number (TIN)      your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid p withholding. For individuals, this is your social security number (SSN). However, for a resident

Certification Under penalties of perjury, I certify that:

number to enter.

Part II

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. person (including a U.S. resident alien).

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 🕨

#### Purpose of Form

connected income.

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.

U.S. person. 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. In 3 above, 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

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.

For federal tax purposes, you are considered a person if you are:

· An individual who is a citizen or resident of the United States.

· A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

 Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

. The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X





CI BI	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS	IVELY OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	TE HO	E POLICIES
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Ce	tificate holder in lieu of such endor								
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				PHONE (A/C, N	o. Ext):		FAX (A/C, No	<u>}:</u>	
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									NAIC #
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	Street Address	o. Namo		INSURE					
	City/State ZIP			INSURE					······································
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				INSURE	• • •				
			NUMBER:				REVISION NUMBER:		
IN CE E)	S IS TO CERTIFY THAT THE POLICIES IICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	VE BEE OF AN ED BY BEEN I	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I	ED NAMED ABOVE FOR DOCUMENT WITH RESPI D HEREIN IS SUBJECT	THE PO ECT TO TO ALL	LICY PERIOD WHICH THIS THE TERMS,
SR TR	TYPE OF INSURANCE	ADDL SUBA	POLICY NUMBER		POLICY ERA (MM/DD/YYYY)	MM/DD/	LIM	118	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
•		X	POLICY NUMBER	4			PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	4 000 000
			d	()		<b>F</b>	PERSONAL & ADV INJURY	\$	1,000,000
ł	GEN'L AGGREGATE LIMIT APPLIES PER:		4	h d			GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	5 5	2,000,000
ł			A	Ŵ	_		PRODUCTS COMPION AGG	5	
	AUTOMOBILE LIABILITY			म			COMBINED SINGLE LIMIT (Ea accident)		
ĺ	ANY AUTO			CALL STREET	Υ <b>φ</b>		BODILY INJURY (Per person)	\$	
	ALLOWNED SCHEDULED						BODILY INJURY (Per accident	) \$	
	HIRED AUTOS			<b>1</b>			PROPERTY DAMAGE (PER ACCIDENT)	5	· · · ·
_								5	
	UMBRELLA LIAB OCCUR		Province -				EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
-	DED RETENTION \$						V WC STATU- OTH	\$	
	AND EMPLOYERS' LIABILITY		BOUCYNUMBER				TORY LIMITS ER		500.000
	OFFICER/MEMBER EXCLUDED?	N/A	DUNDER				E.L. EACH ACCIDENT	\$	500,000 500,000
	Mandatory in NH}		in the second				E.L. DISEASE - EA EMPLOYE	1	500,000
+	DESCRIPTION OF OPERATIONS DRIOW						E.L. DISEASE - POLICY LIMIT	1.9	
ove Sri	RETION OF OPERATIONS/LOCATIONS/VEHIC rage applies for all Jani pping and waxing at all r ificate holder and owner a	torial etail,	Services includin super stores, sup	g flo ermar	or clean: kets and	ing, offices.			
CER	TIFICATE HOLDER	· · · · · · · · · · · · · · · · · · ·		CANC	ELLATION				įtt. 11 L. 11 L. 11
			CLEAN02						
	Jani-Serv, Inc. 6670	W 131		THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE ( REOF, NOTICE WILL Y PROVISIONS.		
	Herriman Utah 8409			AUTHO	RZED REPRES	INTATIVE			
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	alla concernation of the second			<u>``</u>			D CORPORATION. A		



# Affiliates Responsibility Repair & Maintenance Agreement on JSI's Equipment

This Maintenance Agreement will be the responsibility by the Service Provider to follow the maintenance schedule for the Daily, Monthly, and Quarterly maintenance on all of JSI's Provided Equipment. This will begin on the date the Service Contract is signed.

# **Affiliates Responsibility**

The Service Provider acknowledges and understands that the Service Provider will be responsible for all service and maintenance, which will include all parts, labor, and travel, charges that may accrue on all repairs that are outlined on the Parts Provided by Service Provider Page for each equipment type.

The Service Provider also acknowledges and understands that by using JSI'S provided equipment that they become fully responsible for all repairs and maintenance for the use of JSI's equipment.

Should the Service Provider fail to maintain JSI's equipment, which is outlined in this manual, the Service Provider shall be liable for all repairs to bring the machine back to the condition as it was given to the Service Provider or the Service Provider can also be responsible for the cost to replace the machine.

## JSI Responsibility

Jani-Serv will not hold the Service Provider responsible for any major parts such as Batteries which have a lifespan of 24 months or Older, and all other parts such as Transaxles, Brush Motors, Computer boards, Solution and Recovery Tanks, Chargers, Engines, Cylinder Heads, Pumps, Frames, or any part that is in warranty by the MFG as long as these parts are not damaged due to misuse, abuse, neglect or missing or denied by MFG for coverage.

Jani-Serv will also offer full training classes that those who would like training on how to service and maintain their equipment fleet. For scheduling please call 1-801-500.4747

Jani-Serv will also supply all service and parts manuals for each machine so the Service Provider can easily identify the parts needed and help trouble shoot the problem. Anyone also needing help over the phone to trouble shoot a problem that can be easily fixed can call 1-801-500.4747.

## <u>Equipment</u>

Equipment that is the property of JSI is NOT to be removed from the site. The Service Provider can be charged for the full price of the equipment if they are found removing the equipment from the store without authorization



All equipment repairs that are under warranty must be repaired by the Manufacturers authorized warranty center. In the event that the warranty is denied due to UN authorized personnel attempting the repair, it will be considered misuse and the Service Provider can be responsible for the repair.

When the Service Provider takes over the equipment from another Service Provider or receives equipment from the warehouse, the Service Provider will have the opportunity at that time to fill out a condition report in which JSI will send all necessary parts to the New Service Provider at no Charge. JSI will not honor a condition report that is more than One week old after the Signed Signature Date of the Service Providers Contract.

## Acknowledgement.

I had fully read the repair and maintenance agreement in which I fully understand that I will be responsible for all service and maintenance on JSI 's provided equipment, I also was given copy of the manual.

I have read and understand the Equipment Maintenance Agreement as required by JANI- SERV, Inc.

Service Provider Company Name:
Service Provider Signature:
Service Provider Print Name:
Date:



# EQUIPMENT AND LABOR QUESTIONNAIRE

Name:			
Address:			
City:	State:	Zip:	Phone:
<u>List all typ</u>	<u>es of equipment </u>	<u>you currently</u>	<u>own:</u>
Auto-Scrubl	aarc		
Quantity		Model	Age
Quantity	Make	Model	Age
Quantity	Make		Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Buffers (ple Quantity	ase specify propane		••
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Burnisher (p	please specify propa	ane /electric/ ba	attery)
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age



# **Carpet Extractors**

Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Vacuums			
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age

Define: Upright – Backpacks – Wide Area

# Wet-Work Equipment

Such as strip equipment; propane strip machines; liquidator, guzzler

Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age

# **Other Equipment**

Quantity	Make	Model	Age
Quantity	Make	Model	Age
Quantity	Make	Model	Age

# What is your estimated hourly rate/price:

Labor (cleaner):	Supervisor:
Carpet Extractions:	_Windows per linear foot:
Price per sq. ft. :	Strips Scrubs:

