



# 5 Preservation Group

## Instructions & Checklist

This package contains:

- (1) Independent Contractor Agreement
- (2) Contractor Signature Page
- (3) Confidentiality Agreement
- (4) Non-Compete Agreement
- (5) Form W-9

This agreement provided information regarding the company's services, payments, Insurance policies and other requirements.

The applicant should sign the agreement in the indicated spaces.

If the applicant is hired, a copy of their agreement should be kept with their other important records.

Laws vary from time to time and from state to state. These forms are not intended to be and are not a substitute for legal advice.

Please review this agreement in full and initial each page to ensure understanding and acceptance.

**Fax all documents back to:  
866-652-3540 or 919-415-1613**

# Property Preservation Services

**Position Interested In \* Check all that apply**

- Lawn Maintenance  Full Service Preservation (cleaning, lawn, & debris)
- All Inspections  Winterization  General Maint (i.e. lock change, gen. repairs)
- In-House Employee (after 3 months as contractor)

**Name \* (First and Last)** \_\_\_\_\_

**Address** \_\_\_\_\_

**Company Name** \_\_\_\_\_ **Checks Payable To:** \_\_\_\_\_

**Cell Phone \* #** \_\_\_\_\_ **Email** \_\_\_\_\_

**Do You Have? \* Check mark all available**

- HUD keys  Freddie MAC keys  Workman's Comp  General Liability  None

**Required Supplies on hand \* Check mark all available**

- Keys & Lockboxes  Truck & Trailer  Computer  Internet
- Digital Camera  Cleaning Supplies  Winterizing Supplies

**Industry Experience company name and contact: (name, add, phone#)**

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

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

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

**County Availability \* Please list at least three (3)**

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

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

5. \_\_\_\_\_ 6. \_\_\_\_\_

**Additional Information Please list any other applicable counties you wish to be considered for and any other information needed relating to the position (s) applying for:**

\_\_\_\_\_

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**5 Star Preservation Group**

Po Box 52  
Morrisville NC 27560  
Ph: 919-415-1611  
Fx: 919-415-1613

## INDEPENDENT CONTRACTOR SERVICE AGREEMENT

This Independent Contractor Service Agreement, hereinafter referred to as "Agreement", dated as of \_\_\_\_\_, 2010 is entered into by and between 5 Star Preservation Group, LLC (5Star) hereinafter referred to as the "Company" and \_\_\_\_\_

Hereinafter referred to as the "Contractor", Position applying for \_\_\_\_\_ reads as follows:

**1. Services.** The Contractor will be expected to perform Field Service Inspections and Services as directed by the Company, hereinafter referred to as Contractor Services. See Attachment A for a complete description of Contractor Services. The Company will manage and disperse all work for the Contractor Services. The Company is not responsible and will not provide any of the Contractor's material or reimbursement of any expenses related to providing the Contractor Services.

**2. Term.** The Agreement term is project to project and as long as work is available. This agreement may be terminated by the Company at any time for any reason. Also not guaranteed work will be provided at all to anyone.

**3. Territories.** As designated by the Company, the Contractor will be responsible for the following territories listed by state(s), region(s), and/or territorial area(s). Check a box or boxes below and enter area requesting:

These selections are base upon final approval by the Company. At the Company's sole discretion, territories are subject to revocation or change as the Company deems necessary. The Contractor will be informed within a reasonable period of time when region assignments, changes, or revocations occur.

**4. Compensation.** The fees paid to the Contractor will vary depending on the services being requested. Each service request will have a paid amount listed and the contractor's acceptance of the work order also is an agreement of the fee's being paid. The first Contractor pay period will be up to 30 days after the start date depending on when they enter the pay period cycle. Payment will be provided by way of check on the 30<sup>th</sup> of each month.

I have read and understand \_\_\_\_\_ Initials  
Updated 02/01/2011 Independent Contractor Services Agreement

If Contractor Services and the Agreement are terminated, the final Contractor payment will be paid within 30 days, or after all of the Contract Services can be audited for proper payment of Contract Services. The Contractor is responsible for paying their own Federal Taxes, State Taxes, Local Taxes, any and all other Taxes, and any other personal benefits. The company will not withhold any moneys for any purposes, and is not responsible for any withholding funds for the Contractor. There are no benefits offered to Contractors. All contractors must complete Internal Revenue Service income reporting forms prior to the start of work with the Company. The Contractor understands and agrees that they are not employees of the Company.

**5. Operations Requirements.** All Contractors are required to keep all applicable insurances in place and in effect at all times. Failure to do so will be cause for termination of this agreement. See Attachment C for insurance requirements. Copy(s) of Certificate of Insurance must be provided within 90 days of commencing work with the Company. All Contractors must have appropriate local and state business licenses that are current and valid. Copy(s) of business license must be provided prior to the start of any business with the Company.

**6. Miscellaneous Provisions.** The parties agree to hold in strictest confidence and not to disclose to any person, corporation or firm any information regarding the terms of this Agreement. This Agreement, and any written amendments executed by the Company and Independent Contractor shall represent the entire understanding and agreement between the parties hereto, and the same may not be altered or amended except by a subsequent written agreement executed by both the Company and Independent Contractor.

The parties hereto acknowledge and agree that no representations, express or implied, have been made or relied upon in executing and agreeing to be bound by this Agreement, except as specifically set forth herein. If any provision of this Agreement shall be held prohibited by or invalidated under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or rendering ineffective any other provision of this Agreement. Parties agree that they have both participated in the drafting of this Agreement and therefore any ambiguity contained herein shall not be construed against either party.

This Agreement shall be governed by the laws of the State of North Carolina without reference to conflict of laws. If legal action shall be instituted to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

**Waiver of Lien Rights:** Vendor may have rights under State statute to execute liens against the property for non-payment of invoices. Understanding this right, vendor unconditionally agrees to waive all lien right that vendor may be entitled to and agrees to pursue collection efforts without affecting clear title to the real estate owned. Any disputes pertaining to invoices will be resolved through mediation

I have read and understand \_\_\_\_\_ Initials

Updated 02/01/2011 Independent Contractor Services Agreement

## Pricing and Payment Terms

- (a) Contractor agrees to perform Services in accord with the terms of this Agreement and shall be compensated as set forth in this Section
- (b) Initial Services, shall be performed by Contractor at a flat rate of \$200 per Property, for each Work Order issued by 5 Star Preservation
- (c) Additional cubic yardage for excess debris will be paid at the rate of \$13 per cubic yard of debris, subject to prior written approval from 5 Star Preservation
- (d) Routine grass cutting shall be paid at a rate of \$30 per cut
- (e) Contractor shall be compensated for additional services as set forth in the applicable Work Order
- (f) Any and All QC failures will be charged back to the Contractor at a rate of \$45 per incident.

**Contractor Fees:** 5STAR will charge:

- \$45.00** QC failure fee to all Debris removal Work Orders that come back as a QC failure.
- \$25.00** QC failure fee to all Cleaning Work Orders that come back as a QC failure
- \$15.00** QC failure fee to all Lawn Work Orders that come back as a QC failure
- \$10.00** Missing required photos to all contractors

We will inform you of each QC failure that is received from the bank and we will issue you a go back **\$-50.00, \$30.00 or \$15.00** work order. **If that work order is not completed within 24 hours of being issued to you, we will issue it to another contractor at their cost and we will only pay you a trip fee of \$25.** These new measures are being put in place to insure that everyone is doing what they are being paid to do and what they are saying they have done. Please be aware that the bank sends an inspector out to QC every work order we submit as completed and when they send us back, we will charge you for not doing the work properly the first time.

5STAR will charge a \$100.00 non performance fee to all contractors who accepted a work orders but did not do the work or declines it after the due date. This is grounds for immediate termination and the \$100.00 will be deducted from your final paycheck. This is considered a breach of contract and these new measures are being put in place to insure that everyone is doing what they agreed to do.

I have read and understand \_\_\_\_\_ Initials  
Updated 02/01/2011 Independent Contractor Services Agreement

### **Amendments/Changes/Standards.**

(h) This Agreement may be amended at any time only by written instrument executed by both the Parties hereto, subject to the Parties' agreement that 5 Star Preservation shall, at all times, have the right to unilaterally amend the Subcontract to include terms required by the Prime Contract to be included in subcontracts, or as required by any other federal, state or local law.

(i) Any amendments issued by 5 Star Preservation to supplement this Agreement to incorporate new or clarified contract interpretations or performance standards as applicable to the performance of any duty under this Agreement, including the Contract, and the Work Orders shall be incorporated into the terms of this Agreement. Without the consent or agreement of Contractor, 5 Star Preservation may issue any such new terms of standards by written amendment to this Agreement, and Contractor shall have three business days to respond in writing.

### **Contractor Requirements**

(j) During the Term, Contractor shall provide the services in a professional and competent manner utilizing experienced and properly trained Contractors, and shall comply in all respects with the terms and conditions of the Prime Contract, and with all applicable state, federal and local laws and regulations. Without limiting the generality of the foregoing, in performing the Services, Contractor shall maintain the following performance and technical capabilities:

- (1) Maintain internet access, and e-mail, facsimile, and computer systems capability sufficient to handle the work capacity covered by this Agreement, and must be able to receive orders and order-related communication via email on a 24-hour basis
- (2) All Contractor personnel shall have cell phones on the job site, and turned on and available to receive job-related communications
- (3) Have digital camera equipment sufficient to handle the capacity covered by this agreement and maintain the capability to transmit a completed invoice, and contract documents with photos to 5 Star Preservation
- (4) Maintain the capability to transmit a completed invoice with before and after photos within 24 hours to 5 Star Preservation
- (5) Ensure that sufficient personnel are maintained and available for Contractor to perform services required by the scope of this Agreement
- (6) Ensure that all services provided to 5 Star Preservation pursuant to this Agreement shall be performed utilizing the services of individuals who may be Contractors, consultants, agents or Contractors of Subcontractor, and that meet the individual requirements required by the provisions of this Agreement
- (7) Ensure that all of its personnel comply with all of the material terms of this Subcontract all Work Orders, and the Contractor Manual

I have read and understand \_\_\_\_\_ Initials

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## **Insurance Requirements**

**(k)** The Contractor agrees to secure and maintain, at the expense of the Contractor, insurance in accordance with the following coverage requirements:

(1) Workers Compensation. Statutory coverage in compliance with the workers compensation laws of the state(s) being serviced by the Contractor

(2) General Liability insurance providing coverage for all premises, operations, products, and completed operations. Such coverage shall be written with the following minimum limits:

*\$2,000,000 General Aggregate;*

*\$2,000,000 Products and Completed Open Aggregate;*

*\$1,000,000 Personal and Advertising Injury Liability;*

*\$1,000,000 Each Occurrence*

**(l)** Contractor agrees to provide 5 Star Preservation with a certificate of workers compensation coverage for all Contractors, agents and subcontractors, regardless of State exclusions, and general liability insurance coverage.

**(m)** Proof of Insurance. Contractor shall provide certificates of insurance along with required endorsement affording evidence that the insurance policies outlined above were obtained by Contractor, and that the coverage meets the above-outlined requirements. Contractor shall deliver to 5 Star Preservation, at least once every six months, evidence of policies that meet the required coverage limits are maintained in full force and effect throughout the term of this Agreement, and at all times that Contractor is receiving orders and performing work for 5 Star Preservation. The certificate of insurance shall disclose all deductions and self-insured retentions applicable to the Contractor. Contractor shall provide 30 days direct written notice to 5 Star Preservation in the event of cancellation or material change in coverage. Contractor shall be obligated to obtain and maintain insurance coverage in accordance with the provisions of this Agreement. Upon the execution of this Subcontract, and periodically during the Term, at the request of 5 Star Preservation, Contractor shall provide updated Certificates of Insurance reflecting the insurance coverage required.

## **Binding Agreement.**

**(n)** Except as otherwise specifically set forth herein, this Agreement and all of the terms, conditions, rights, and covenants contained herein shall be binding upon and for the benefit of the Parties hereto and their respective estates, heirs, legatees, executors, administrators, personal and legal representatives, successors, and permitted assigns, to the same extent and with the same legal effect as if all of said Parties had executed this Agreement and had expressly agreed to be bound hereby.

**(o)** Further Assurances. Each of the Parties agrees to execute any additional documents or instruments and to perform any acts which may be reasonably requested by any other Party and which are reasonably necessary or proper to carry out the purposes of this Agreement.

I have read and understand \_\_\_\_\_ Initials

Updated 02/01/2011 Independent Contractor Services Agreement

# Payment Schedule

We understand that it takes money for your business to function, and that prompt payment is a solid foundation of a prosperous partnership. We cut checks on the 15th of each month. Checks are then processed and mailed out within a few days of that cycle.

- Some clients approve jobs net-30 while others pay net-15, and others immediately.
- Some jobs need to be inspected by the client before approval. This can vary by client
- All jobs must be approved. This can be as simple as image verification, or as complex as multiple inspections by tiered clients.
- Once a job has been approved it is queued into the next payment cycle.
- Our accounting structure does not allow us to cut individual checks.
- Our standing business policy, out of fairness to all of our vendors, is to not advance money or payment prior to the appropriate payment cycle. Checks can be made out to either an individual or company name
- No checks can be issued prior to vendor submission of a completed IRS form W-9
- No checks can be issued prior to vendor submission of General Liability insurance (if applicable)
- Other issues can cause delay. They are specifically dealt with in the following sections.
- We currently do not offer direct deposit, but are investigating it for future implementation.

I have read and understand the above schedule and I am in agreement with the payment process.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**"5 Star Preservation Group, LLC"**

By: *Pierre Abraham*

Its: *President*

**"CONTRACTOR"**

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

Its: \_\_\_\_\_

(Title)

\_\_\_ / \_\_\_ / \_\_\_\_\_

Date

Tax ID (or SSN) No.: \_\_\_\_\_





**5 Preservation Group**

Po Box 52  
Morrisville NC 27560  
Ph: 919-415-1611  
Fx: 919-415-1613

## CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This **Independent Contractor Confidentiality and Non-Compete Agreement**, hereinafter referred to as "Agreement", dated as of \_\_\_\_\_, 2010, is entered into by and between 5 Star Preservation Group, LLC (5Star), hereinafter referred to as the "Company" and \_\_\_\_\_, an Independent Contractor, hereinafter referred to as the "Independent Contractor", as follows:

**1. Confidential Information.** (a) Company Confidential Information. The Company will make available to the Independent Contractor certain Confidential Information of the Company, previously non-disclosed to him or her, which will enable him or her to optimize the performance of his or her duties to the Company. In exchange, the Independent Contractor agrees to use such Confidential Information solely for the Company's benefit. Notwithstanding the preceding sentence, the Independent Contractor agrees that upon the expiration or termination of the Agreement, the Company shall have no obligation to provide or otherwise make available to the Independent Contractor any of its Confidential Information. Confidential Information is any Company proprietary information, technical data, trade secrets or any information related to Company business, including, but not limited to, research, product plans, products, services, customer lists and customers including, but not limited to, customers of the Company on whom the Independent Contractor called or with whom her or she became acquainted during the term of the contract, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Independent Contractor by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of the Independent Contractor or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(b) Strictest Confidence. The Independent Contractor agrees at all times during the term of engagement pursuant to the Agreement with the Company and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company.

I have read and understand \_\_\_\_\_ Initials  
Updated 02/01/2011 Independent Contractor Services Agreement

**2. Covenant Not to Compete.** (a) Limited Time and Duration. The undersigned Independent Contractor hereby agrees that during the course of the Agreement and for a period of 2 years immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of Company or the Independent Contractor, with or without notice, the Independent Contractor will not compete with the Company and its successors and assigns, without the prior written consent of the Company. Contractor will not perform work for any company which he or she comes into contact with while working for 5STAR. If it becomes know that the contractor is doing business with the same company and contractor cannot prove that relationship was in affect prior to signing this document, the independent contractor will need to immediately end their ties otherwise 5STAR can sue the contractor for breach of contract.

**(b) Limited Scope of Prohibited Activities.** The term “not compete” as used herein shall mean that the Independent Contractor shall not, without the prior written consent of the Company, (i) serve as a partner, employee, Independent contractor, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to the Company’s business.

**(c) Limited Geographic Scope.** This Agreement shall cover the Independent Contractor’s activities in the United States of America in which the Independent Contractor may conduct business for the Company during the term of the Agreement as set forth above, and shall include all counties in the United States of America.

**(d) Significant Value.** The Independent Contractor acknowledges that he or she will derive significant value from the Company’s promise in Section 1(a) to provide him or her with that Confidential Information of the Company to enable him or her to optimize the performance of his or her contractual duties to the Company. The Independent Contractor further acknowledges that his or her fulfillment of the obligations contained in this Agreement, including, but not limited to, his or her obligation neither to disclose nor to use the Company’s Confidential Information other than for the Company’s exclusive benefit and his or her obligation not to compete contained in Section 2(a), (b), and (c), is necessary to protect the Company’s Confidential Information and, consequently, to preserve the value and goodwill of the Company. The Independent Contractor further acknowledges the time, geographic, and scope limitations of his or her obligations under Section 2(a), (b), and (c) are reasonable, especially in light of the Company’s desire to protect its Confidential Information, and that he or she will not be precluded from gainful employment if he or she is obligated not to compete with the Field Company during the period and within the Territory as described in Section 2(c).

I have read and understand \_\_\_\_\_Initials

Updated 02/01/2011 Independent Contractor Services Agreement

**(e) Series of Separate Covenants.** The covenants contained in Section 2(a), (b), and (c) shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the in the United States of America. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Section 2(a) and (b). If, in any judicial proceeding, a court refuses to enforce any of such separate covenants, or any part thereof, then such unenforceable covenant, or such part, shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants, or portions thereof, to be enforced. In the event the provisions of Section 2 are deemed to exceed the time, geographic, or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic, or scope limitations, as permitted by such law.

**3. Solicitation of Employees.** For a period of 3 years (36 months) immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, the Independent Contractor will not hire any employees of the Company and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave its employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either on behalf of the Independent Contractor personally or for any other person or entity.

**4. Interference.** During the course of the Agreement and for a period of 1 year (12 months) immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, the Independent Contractor will not, either directly or indirectly, interfere with the Company's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Company's customer or client contracts and relationships.

**5. Equitable Remedies. (a) Damages Due to Breach.** The Independent Contractor agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in this Agreement, herein. Accordingly, if the Independent Contractor breaches any section, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. **(b) Bond Waiver and Consent.** No bond or other security shall be required in obtaining such equitable relief, and the Independent Contractor hereby consents to the issuance of such injunction and to the ordering of specific performance.

I have read and understand \_\_\_\_\_ Initials  
Updated 02/01/2011 Independent Contractor Services Agreement

**6. Representations and Warranties by Independent Contractor.** If the Independent Contractor is a corporation or a limited liability company, the Independent Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the Laws of the State of its incorporation or organization and is duly authorized and in good standing to conduct business, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of the Independent Contractor has been duly authorized to act for and to bind the Independent Contractor.

**7. General Provisions. (a) Severability.** If one or more of the provisions in this Agreement are deemed void by law, including, but not limited to, the covenant not to compete in Section 2, then the remaining provisions will continue in full force and effect.

**(b) Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Company, their successors, assigns, and personal representatives.

**(c) Construction.** The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party.

**(d) Entire Agreement.** This Agreement set forth is the entire agreement and understanding between the parties relating to the subject matter herein and supersede any and all prior discussions, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Independent Contractor's scope of work or compensation will not affect the validity or scope of this Agreement.

**(e) Agreement Controlling.** In the event a conflict arises between the terms and conditions of the Independent Field Inspection Representative Agreement, this Agreement shall control.

**(f) Choice of Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

**(g) Miscellaneous Provisions.** The parties agree to hold in strictest confidence and not to disclose to any person, corporation or firm any information regarding the terms of this Agreement. This Agreement, and any written amendments executed by the Company and Independent Contractor shall represent the entire understanding and agreement between the parties hereto, and the same may not be altered or amended except by a subsequent written agreement executed by both the Company and Independent Contractor.

I have read and understand \_\_\_\_\_ Initials

Updated 02/01/2011 Independent Contractor Services Agreement

(h) The parties hereto acknowledge and agree that no representations, express or implied, have been made or relied upon in executing and agreeing to be bound by this Agreement, except as specifically set forth herein. If any provision of this Agreement shall be held prohibited by or invalidated under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or rendering ineffective any other provision of this Agreement. Parties agree that they have both participated in the drafting of this Agreement and therefore any ambiguity contained herein shall not be construed against either party. This Agreement shall be governed by the laws of the State of North Carolina without reference to conflict of laws. If legal action shall be instituted to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.

The Independent Contractor and Company acknowledges full opportunity to review this Agreement with an attorney prior to signing. By signing this Agreement, both the Independent Contractor and Company acknowledges a full understanding of every paragraph and provision contained herein.

I have read and understand \_\_\_\_\_ Initials  
Updated 02/01/2011 Independent Contractor Services Agreement

**"5 Star Preservation Group, LLC**

By: *Pierre Abraham*

Its: *President*

**"CONTRACTOR"**

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

Its: \_\_\_\_\_

(Title)

\_\_\_ / \_\_\_ / \_\_\_\_\_

Date

Tax ID (or SSN) No.: \_\_\_\_\_



## Dispute Resolution

We understand that in any relationship disagreements can arise. Many companies and individuals rely on 5 Star Preservation Group, LLC for their livelihood. In fairness to them, and to you as a vendor, we have established what we believe to be the most expedient and balanced method of dispute resolution.

Most probably, any arising disagreement between 5 Star Preservation Group, LLC and a vendor will be related to job payment or amount. Luckily, this is also the easiest to resolve. All actions related to vendors by 5 Star Preservation Group, LLC are documented. Similarly, all workorders are clearly priced. Therefore, this should easily be resolved by producing documentation.

If a disagreement between 5 Star Preservation Group, LLC and a vendor arises that cannot be easily resolved, or is otherwise not addressed in this vendor packet, the vendor and 5 Star Preservation Group, LLC both agree to the following resolution protocol.

1. First the vendor must submit the detailed dispute via fax to 5 Star Preservation Group, LLC, with 15 days of issuance of the workorder related to the dispute, and in no event is the vendor to place liens or directly involve via phone, e-mail, fax, or other means, any employee or client of 5 Star Preservation Group, LLC, in the dispute, under penalty of immediate judgment in favor of 5 Star Preservation Group, LLC.
2. 5 Star Preservation Group, LLC will have up to 30 days to investigate the dispute and offer a resolution to the vendor.
3. If the offered resolution can be fully documented, through images, documentation, etc. It must be accepted as binding and final, however;
4. If the resolution cannot be fully documented both parties agree to waive all legal options other than the following for resolution of the disagreement;
5. The vendor can, if the above provided resolution cannot be fully documented, at his or her own discretion and cost, commission a legally certified ombudsman that can mediate via phone, fax, or e-mail the dispute. 5 Star Preservation Group, LLC and the vendor both agree to be bound by the decision delivered by the ombudsman.

I have read and understand the above dispute resolution and I am in agreement with the proposed process.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_



# CONSENT TO PERFORM CRIMINAL HISTORY BACKGROUND CHECK

Date: \_\_\_\_\_ Driver's Lic # \_\_\_\_\_ State Issued \_\_\_\_\_

\_\_\_\_\_  
Last Name First Name Middle Initial

\_\_\_\_\_  
Maiden and/or Other Last Names Used

\_\_\_\_\_  
Current Address City and County State and Zip Code

\_\_\_\_\_  
Former Address City and County State and Zip Code

\_\_\_\_\_  
Date of Birth Social Security Number Male / Female

**THIS SECTION IS TO BE USED TO LIST YOUR PAST 3 EMPLOYMENT**

COMPANY NAME	POSITION	ADDRESS	PHONE.#	CONTACT NAME

The information contained in this application is correct to the best of my knowledge. I hereby authorize **5 Star Preservation Group, LLC** and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/ investigative consumer report may include, but is not limited to the following areas: verification of social security number; current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records. I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to **5 Star Preservation Group, LLC** or its agents. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

I hereby release **5 Star Preservation Group, LLC** the Social Security Administration, and its agents, officials, representative, or assigned agencies, including officers, employees, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time, result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

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

## **ADDENDUM TO CONTRACT**

Reference is made to a certain contract by and between the undersigned parties, said agreement being dated February, 05, 2011.

(Independent Contractor Service Agreement)

BE IT KNOWN that for good consideration the parties made the following additions or changes a part of said contract as if contained therein:

### **Addendum (1a)**

All work must be complete as assigned and accepted. Work that is submitted partially completed will receive a QC failure and the Contractor must return to the property and rectify the incomplete work order. Pay will be retained until the work order is complete and submitted by the original Contractor. If go back is declined or not completed within (24) twenty-four hours, by the original Contractor, then a no pay policy will be in effect and another Contractor will be acquired.

### **Addendum (2a)**

All work orders work order will be completed by the due dates (Last allowed date) unless prior arrangements have been made. This due date is set by our clients and, in general, is nonnegotiable. It is your obligation to our company, via phone, as soon as possible prior to the due date, if you cannot complete the job by the deadline. Once you accept a workorder you take responsibility for completing it by the date listed on the work order.

As the contractor, you understand that breaking deadlines is the most severe breach of our relationship and the consequences for breaking deadlines can range from monetary penalties, loss or restriction of jobs, or dissolution of the relationship if a chronic problem. You agree either complete the job by the deadline, or notifying us at least 24 hours ahead of time if unable to complete the job by the deadline.

All other terms and provisions of said contract shall remain in full force and effect.

Signed this.

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Owner/Operator:

I have read and understand \_\_\_\_\_ Initials  
[Addendum 02/06/2011 Independent Contractor Services Agreement](#)

## 5 STAR PRESERVATION SUPPLY LIST

Please have the following equipment below on hand:

Digital Camera		Air Compressor	
Laptop		Screw Guns	
Brooms and Vacuum		Cell Phone(s)	
Mops		Generator	
Cleaning Products		KEYLESS ELECTRONIC DEADBOLT: BRIGHT BRASS <a href="http://www.anacondatools.com">www.anacondatools.com</a>	
Tarp		Winterization Stickers	
Padlocks & Hasp Locks		Lockboxes "3 wheeled letter lockbox" & 4 wheeled numeric lockbox"	
Door Locks & Matching deadbolt		Internet Service	

**\*\*\*Please have the following key codes to begin work:**

KEY CODES	STATE	PAD LOCKS	STATE
<del>46637</del>	<del>ALL</del>	<del>A802</del>	<del>ALL</del>
35241	ALL	A389	ALL
67767	ALL		
<del>76667</del>	<del>ALL</del>		
44535	ALL		
23323	ALL		
<del>52534</del>	<del>ALL</del>		

**\*\*\*You can obtain locks, lockboxes and other supplies from the following:**

BARGAIN_LOCKS	<a href="http://www.bargainlocks.com">www.bargainlocks.com</a>	Phone: 888.299.7159
NUSET LOCKS	<a href="http://www.nuset.com">www.nuset.com</a>	Phone: 800.606.8738 626.937.3080
MAXIM LOCKS	<a href="http://www.maximlocks.com">www.maximlocks.com</a>	Phone: 330.353.0874
US HARDWARE SUPPLY	<a href="http://www.ushardwaresupply.com">www.ushardwaresupply.com</a>	Phone: 702.994.1454

You WILL NOT be able to start receiving work orders until you have purchased the above key codes which will give you access into the homes. You will pay \$5 per lockset/key code when you purchase them but when we send you on a job to do a lock change you will utilize those locks and we will reimburse you the \$5 plus labor for the lock change. Please send us the E-mail showing that you have placed your order for the locks and you will then be entered into our database to receive work orders. Please sign and date below to show that you have read and you understand what is required in order for you to begin working with our firm.

Date \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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
or
Employer identification number

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

### 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.

<b>Sign Here</b>	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.

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,



## **Attachment A**

PERFORM THE FOLLOWING ITEMS: **“ONLY IF APPLICABLE”** AT THE TIME OF YOUR VISIT DURING AN INITIAL SERVICE WORK

- If there is a sign-in sheet at the property ALWAYS Sign your name/Preservation Services
- Installing handrails missing from any walkway or stairwell with more than one step (If Applicable)
- Replacing any damaged, missing, rotted or otherwise unsecured step
- Installing tape over transition areas Between carpets and floors
- Re-securing with mortar broken, loose, or otherwise un-secured brick or concrete steps
- Securing gates surrounding pools
- Tacking down loose linoleum
- Removing loose tiles and installing black tape between remaining secured tiles and floors
- Removing all falling ceiling tiles
- Treating with killz or bleach up to 10 Sq Ft area of mold
- Removing all broken glass from interior and exterior of property
- Cap all exposed electrical wires, gas lines, water lines,
- Cover all exposed outlets with face plates, cover all exposed electric panels.
- Broom clean and/or vacuum all interior rooms
- Dust windowsills
- Remove cobwebs
- Sweep and mop floors
- Remove all litter,
- Clean all appliances inside and out (unless they are to be removed), counters, back splashes, cabinets, drawers,
- Clean and sanitize and deodorize all bathrooms (including all toilets, showers, sinks, countertops, cabinets and back splashes).
- Appropriate winterization services to be completed as necessary.
- Cutting grass to a height not to exceed 2”
- Edging all property exterior (front, side and back)
- Weed removal from lawns, beds, fence lines, driveways, and curbs
- Removal of litter/trash/debris, grass clippings, tree trimmings, leaves, etc., from the property
- Disposal of all debris and yard refuse off of property location in accordance with local standards and regulations
- Sweeping of all paved areas.

I have read and understand the above work order requirement and I am in agreement with the expectations:

Sign: \_\_\_\_\_ Date: \_\_\_\_\_