

# CONTRACTOR SIGN UP PACKET FOR EXTENDED SERVICE AGREEMENTS



# NEW CONTRACTOR

## SIGN UP CHECKLIST

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- Contractor Enrollment Form**
- Master Service Agreement**
- Extended Service Agreement Addendum**
- Reseller Agreement**
- EDI (Electronic Data Interchange)**
  - Company and DBA name must be listed exactly as the names appear on the W-9 form.
- W-9**
- ACH Direct Deposit Form**
  - Please include blank voided check when returning form.
- Background Checks**
- Workman's Compensation**
  - Insurance certificate displaying company name or DBA as listed on W-9 OR Workman's Comp Waiver from company with name listed as on W-9.
- Copy of insurance with AHS listed additionally insured**
  - Insurance must reflect the company name or DBA (as listed on file with AHS)
  - AHS is listed as additional insured
  - General Liability Insurance:
    - Correct coverage dates and limits; A minimum of \$500,000 per occurrence for bodily injury and property damage and a minimum of \$1,000,000 for general aggregate and completed operations.
  - Automobile Liability:
    - Correct coverage dates and limits; Coverage for owned, hired, and non-owned vehicles (listed and rated for business use) with minimum limits of \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 for property damage.
- License**
  - Trade, occupation, or business (as required by each state)
- Pictures of technicians with their vehicles**

# CONTRACTOR ESA ENROLLMENT FORM



Please Print

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tax Identification No. \_\_\_\_\_

Owner \_\_\_\_\_ Alternate Contact/Title \_\_\_\_\_

Business Telephone Number(s) \_\_\_\_\_

Dedicated Facsimile Number \_\_\_\_\_

Emergency Service Number \_\_\_\_\_

What type of emergency number is this?  Direct  Pager  Answering Service

Company E-Mail Address \_\_\_\_\_

Who referred you to American Home Shield? \_\_\_\_\_

Has your company previously worked as a service provider for American Home Shield?  Yes  No When \_\_\_\_\_

Number of Service Technicians \_\_\_\_\_ Number of Service Vehicles \_\_\_\_\_

Uniformed (shirts) Field Force?  Yes  No Service Vehicles Identified?  Yes  No

Which type of dispatch scheduling do you use?  Visual  Computerized

How do you dispatch?  2-Way Radio  Mobile Phone  Pager  E-mail

## HOURS OF OPERATION

	Weekdays	Saturday	Sunday
Office Hours .....	to	to	to
Regular Service Hours .....	to	to	to

**Do you provide after hours service?**

Yes  No

If so, what hours?

to	to	to
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(Continued on back)

Check the trades your company services and note any exceptions.

**Air Conditioning** Exception \_\_\_\_\_

Authorized factory service for (*air cond. brands*): \_\_\_\_\_

**Heating** Exception \_\_\_\_\_

Authorized factory service for (*heating brands*): \_\_\_\_\_

**Plumbing** Exception \_\_\_\_\_

**Well Pumps**       **Drywall** (*rough finish*)

**Appliances** Exception \_\_\_\_\_

Authorized factory service for (*appliance brands*): \_\_\_\_\_

**Appliance Installs** Exception \_\_\_\_\_

**Electrical**       **Garage Door Openers**

**Pool/Spa** Exception \_\_\_\_\_

**PLEASE NAME THREE BUSINESS REFERENCES** (I.E. COMMERCIAL ACCOUNTS, SUPPLIERS, CUSTOMERS)

1. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

3. Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

**PLEASE ENCLOSE A PHOTO OF YOUR TECHNICIANS WITH THEIR SERVICE VEHICLES.**

This Extended Service Agreement Addendum (the “Addendum”) is entered into between AMERICAN HOME SHIELD CORPORATION (“AHS”) and the Servicer effective as of the date on which AHS receives the completed Extended Service Agreement Addendum from the Servicer (the “Effective Date”) and supplements the 2012 American Home Shield Master Services Agreement between AHS and Servicer (the “Agreement”). The terms of this Addendum are hereby incorporated into the Agreement including all defined terms. The parties agree as follows:

- 1. Program Description.** AHS and its licensed subsidiaries provide service contracts that cover the labor associated with the diagnosis [?] and repair or replacement of certain components of heating and air conditioning units (“Covered Units”) to Customers (“Extended Service Agreements”). Upon request from a Customer to repair or replace a Covered Unit, AHS will dispatch a service work order to Servicer (a “Dispatch”). Servicer will provide Services pursuant to the terms and conditions of the Agreement and this Addendum. To the extent of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall apply.
- 2. Service.**
  - a)** Servicer shall contact the Customer after receiving a Dispatch from AHS to schedule an appointment. Servicer shall: (i) use best efforts to commence diagnosis and authorized repairs or replacements at the customer’s home within forty-eight (48) hours of receipt of a Dispatch; and (ii) notify AHS Contractor Relations in accordance with guidelines established by AHS if service will commence more than forty-eight (48) hours after receipt of a Dispatch, and/or outside minimum state-law-required time periods. If an emergency as defined by state law or AHS occurs, Servicer shall use best efforts to expedite service in order to comply with state law and AHS’s guidelines.
  - b)** For every Dispatch, Servicer shall provide AHS an accurate diagnosis of whether a Covered Unit failed, a description of what failed, the reason why it failed and recommended repair or replacement and Servicer acknowledges that AHS will rely upon Servicer’s diagnosis. Upon request by AHS, Servicer will provide AHS with digital pictures and such other documentation as is reasonably necessary to support Servicer’s diagnosis. Servicer agrees to contact AHS’s Authorizations Department at (855) 565-4147 if: (i) coverage may be denied; (ii) coverage questions exist; or (iii) the Dispatch is marked “Autho Required.” If AHS determines that a repair or replacement is not covered in whole or in part, AHS will communicate to Customer: (1) AHS’s decision; (2) that Customer is responsible for non-covered services provided by the Servicer; and (3) that Customer may be able to obtain other bids and lower prices from other qualified vendors. Servicer shall notify AHS of all Customer requests for service or complaints or inquiries regarding coverage. Servicer shall use best efforts to respond to all Customer requests related to a Dispatch or a Covered Unit within four (4) business hours.

### 3. Compensation.

- a) As part of each application for an Extended Service Agreement that Servicer submits to AHS, Servicer will select an hourly rate (the "Hourly Service Rate") for Dispatches related to that particular Extended Service Agreement. Upon completion of a Dispatch, AHS will pay Servicer a fee (the "Labor Fee") for the covered labor required to repair or replace a Covered Unit. The Labor Fee will be equal to the Hourly Service Rate multiplied by the number of hours Servicer spends in completing a repair or replacement ("Labor Hours"); provided, however, that the Labor Hours for each repair or replacement shall not (i) include any time spent traveling to the Customer's home or diagnosing the issue, or (ii) exceed the maximum labor hours allowed for a repair/replacement, as set forth in the then-current AHS extended service agreement contractor guide (the "Contractor's Guide"). In addition to the Labor Fee, AHS shall pay Servicer \$65 per Claim (as defined below) for Contractor's time spent traveling to the Customer's home and diagnosing the malfunction.
- b) In the event a part is necessary to complete a repair and such part is covered by a manufacturer's warranty, Servicer shall seek reimbursement for the part from the manufacturer. If a necessary part is not covered by a manufacturer's warranty, Servicer shall charge the Customer only Servicer's actual out-of-pocket cost to purchase the part. As part of each application for an Extended Service Agreement that Servicer submits to AHS, Servicer will select whether it wishes to receive a Parts Retail Allowance (as defined below) in connection with Dispatches related to that particular Extended Service Agreement. If Servicer selects the Parts Retail Allowance option, AHS will pay Servicer an allowance on each part necessary to complete the repair or replacement in order to compensate Contractor for its time in ordering and handling the part (the "Parts Retail Allowance"). The Parts Retail Allowance shall be calculated in accordance with the formula set forth in the then-current Contractor's Guide; provided, however, that the total Parts Allowance for any Invoice shall not exceed \$100. Once a Parts Retail Allowance is paid for a particular part, AHS will not pay another Parts Retail Allowance for repair or replacement of that same part for a period of one year.
- c) In the event AHS authorizes Servicer to replace refrigerant as part of a repair, AHS will pay Servicer the lesser of (a) 1.5 times the cost of the refrigerant needed to complete the repair or (b) \$10 per pound of refrigerant needed to complete the repair. In the event Servicer is required to reclaim refrigerant as part of a repair, AHS shall pay Servicer a fee of \$50 in addition to the amounts described above.

4. **Workmanship.** Servicer shall perform a thorough diagnosis of the Covered Unit and perform all repairs and replacements hereunder (a) in a skillful, non-defective, workmanlike manner; and (b) in accordance with all applicable laws, rules and regulations, including building codes ("Servicer's Warranty"). In the event a repair or replacement performed by Servicer hereunder fails to meet the requirements of the Servicer's Warranty or malfunctions within sixty (60) days following completion of the repair or replacement due to normal wear and tear, Servicer will perform the work necessary to remedy the failure under the Servicer's Warranty or the malfunction without expense to Customer or AHS.

5. **Invoicing.** Following completion of a repair or replacement of a Covered Unit, Servicer shall submit to AHS a single invoice for all amounts due in connection with the repair or replacement of such Covered Unit (each, an "Invoice"). Invoices must be received by AHS through the AHS online billing portal or as otherwise directed by AHS within 4 months of the Dispatch date ("Invoice Period"). Invoices may also be mailed to: American Home Shield Corporation, Post Office Box 172227; Memphis, Tennessee 38187-2227. All Invoices shall lapse and become void unless received within the Invoice Period. Servicer shall not bring a legal action or other proceeding to collect on any invoice if it was not received by AHS within the Invoice Period. All invoiced work must: (i) meet AHS' then applicable guidelines; and (ii) be authorized by AHS. All Invoices must include the following information: sales tax, itemization of service, contact date, completion date and time, claim/purchase order ID, invoice number, model number(s) and brand(s) of repaired/replaced items (if applicable), the name of Servicer Associate(s) who provided services, whether or not a permit was required, recall and delay reasons (if applicable), and any other information reasonably requested by AHS.

6. **Status.** As requested by AHS, Servicer shall report the status of a Dispatch, including when an appointment is set, when a repair/replacement is complete, and such other statuses as AHS may request from time to time. Statuses shall be reported to AHS in whatever manner AHS reasonably requests.

This Master Services Agreement (“Agreement”) is entered into between AMERICAN HOME SHIELD CORPORATION (“AHS”), and the Servicer (“Servicer”) effective as of the date on which AHS receives the completed 2013 Service Agreement Acceptance Form from the Servicer (the “Effective Date”). The parties agree as follows:

**1. Agreement and Addendums.** This Agreement contains the general terms and conditions pursuant to which Servicer will provide services (“Services”) to AHS and its customers (“Customers”). Service requirements related to each program offered by AHS including, but not limited to, home protection plans, preventative maintenance, extended service agreements, contractor referral programs and HVAC installation programs (the “Programs”) will be set forth in an addendum to this Agreement (“Addendum”). Each Addendum is incorporated into this Agreement and the terms of this Agreement shall apply to services provided under any Addendum.

## 2. Servicer Obligations

- a) Servicer shall ensure that its officers, owners, employees, independent contractor technicians, and authorized subcontractors who provide Services as part of any Program (collectively, “Servicer Associates”) understand Servicer’s obligations under this Agreement and agree to comply with and be bound by such obligations, and that Servicer is responsible for the actions and omissions of its Servicer Associates.
- b) Servicer will provide and pay for all labor, materials, transportation, insurance and equipment, including applicable sales tax payments, to promptly complete the Services required under any service work orders or other service requests assigned and authorized by AHS (collectively, a “Dispatch”) as part of any Program.
- c) If Servicer:
  - i. fails to contact a Customer;
  - ii. fails to initiate or complete a Dispatch; or
  - iii. breaches any other term of this Agreement, then AHS may, in its sole discretion and without further notice, engage another service contractor, put Servicer’s account on hold, and/or terminate this Agreement.
- d) Servicer, as required by state law or upon request by AHS, shall provide motor vehicle reports and evidence of conducting biennial criminal background checks from state or third-party resources that meet AHS’s minimum criteria for such checks for all Servicer Associates and acting on behalf of or under the direction or control of the Servicer whose duties require entry into a Customer’s residence. This requirement pertains to all existing and future Servicer Associates hired, contracted, or otherwise retained by Servicer’s firm or anyone else acting on behalf of or associated with Servicer. If any Servicer Associate or anyone else associated with Servicer fails a required check or if Servicer becomes aware of information that would cause such a person to fail a required check, Servicer shall prohibit that person from providing Services to, or performing any other work of any kind for, AHS’s Customers.
- e) In the event a Customer harms or threatens to cause harm to Servicer, a Servicer Associate or AHS, Servicer will immediately report such harm or threat to AHS and, to the extent such harm or threat of harm is serious, to local law enforcement officials.

**3. Materials.** Servicer shall only use materials that are free of liens in performing the Services. Servicer shall remove any lien attached to a Customer’s property as a result of Servicer’s Services within twenty-four (24) hours after AHS’s or Customer’s request. Servicer waives its rights to place, hold, or have any liens on Customer’s property, and Servicer shall not use or cause to be issued any liens in connection with Services related to or in connection with covered work under this Agreement.

**4. Professionalism.** Servicer shall at all times represent AHS in a professional manner to Customers and shall not make any written or oral representations, either direct or implied, to any Customer that are or could reasonably be construed to be negative or defamatory in nature toward AHS, its business, the brand name of the equipment it selects, or its Customer Contracts. Servicer shall provide to AHS a photograph representing company uniforms and service vehicles, and AHS expects this to be the standard for all Servicer Associates. Servicer shall be responsible for ensuring that Servicer and Servicer Associates comply with all AHS operating policies and procedures issued to Servicer.

**5. Laws.** Servicer agrees to conduct itself, and to require its Servicer Associates to conduct themselves, in strict compliance with all applicable laws, rules, and regulations of all governmental authorities, including but not limited to, laws on preventing transactions with terrorists or terrorist support organizations, and to act at all times consistent with the highest standard of fair trade, fair compensation, and business ethics, including compliance with all federal, state, and local building codes, environmental, and/or hazardous waste recapture and removal laws, and federal, state, and local laws, regulations, and ordinances regarding public safety. Servicer agrees that its or its Servicer Associates' failure to comply with any applicable laws and/or failure to adhere to any applicable standards constitutes a material breach of this Agreement, and that AHS may immediately terminate the Agreement upon such a breach and pursue any and all legal or equitable remedies.

**6. Permits:** In addition to the obligations set forth in Paragraph 5 of this Agreement, Servicer agrees that:

- a) For Services requiring a permit by law or regulation, Servicer will comply with such permitting requirement and shall provide proof of compliance to AHS upon request;
- b) For Services where pertinent laws or regulations require obtaining a permit prior to service work or replacement installation, Servicer shall obtain a permit in a timely manner and shall provide proof of compliance to AHS upon request; and
- c) Servicer is knowledgeable about all permitting laws for the Services that its business performs, in the states, counties, cities and any other legal jurisdiction where it operates.

**7. Licensing and Certification.** Servicer will at all times obtain and maintain in good standing valid, current licenses, certifications, and qualifications as required by applicable federal, state and local laws and regulations. This includes but is not limited to any permit or certification required by the U.S. Environmental Protection Agency. Servicer shall immediately provide AHS written notice of any changes with regard thereto including, without limitation, voluntary or involuntary license status, suspension, revocation, cancellation, lapse, disciplinary action, scope, type, or change of name. Servicer shall provide AHS with current copies of any and all applicable licenses, certifications or other supporting documentation:

- a) Upon request;
- b) Within 15 days of any change in status, renewal, change of business form or other alteration; and
- c) Annually, regardless of whether any change in form, status or name has occurred.

Servicer agrees that failure to provide such documentation shall be deemed a material breach of this Agreement. Failure of AHS to demand copies of licenses, certifications, or other supporting documentation shall not be construed as a waiver of Servicer's obligation to maintain such licenses, certifications, or other supporting documentation.

Servicer warrants and represents that:

- a) Any and all of its contractor's licenses and certifications are held in the proper name of the individual and/or entity;
- b) If applicable, its licenses and certifications are legally assigned to the business entity, in the form of business under which the business is registered;
- c) Servicer's form of business is proper and is appropriately set forth in this Agreement at the time of execution and at all times thereafter unless Servicer specifically notifies AHS of any such change; and
- d) The name on Servicer's licenses and certifications is consistent with the name under which Servicer entered into this Agreement.

Servicer will require that all Servicer Associates are properly and currently licensed and registered; as may be required by law, prior to allowing any such individual Service Associate to perform Services for AHS under any of the Programs.



## 2013 MASTER SERVICES AGREEMENT, Cont'd

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### 8. Insurance.

- a) As of the Effective Date, Servicer shall maintain the following insurance coverages at all times during the term of this Agreement with limits no less than indicated. Servicer shall at least annually thereafter (and upon AHS's request or upon any insurance provider's change, amendment, cancellation, renewal, or modification) supply AHS with a certificate of insurance evidencing:
- i. **General Liability:**
    - A. Servicer shall maintain commercial general liability insurance with a limit of not less than \$250,000 per occurrence and \$500,000 in the aggregate;
    - B. Coverage shall include contractual liability, independent contractor, property damage, bodily injury, liability assumed under an insured contract, products and completed operations, and premises coverage; and
    - C. Coverage shall name AHS and its subsidiaries, parent and affiliated companies as additional insured (including completed operations).
  - ii. **Automobile Liability:** Coverage for owned, hired, and non-owned vehicles (listed and rated for business use) shall:
    - A. have minimum limits of
      - 1) \$250,000 per person;
      - 2) \$500,000 per occurrence for bodily injury;
      - 3) \$100,000 for property damage; and
      - 4) Name AHS and its subsidiaries, parent and affiliated companies as additional insureds.
  - iii. **Workers Compensation:** Coverage shall include occupational disease and employer's liability coverage at statutory limits for workers' compensation and employer's liability at a minimum limit of \$250,000 each.
- b) All Servicer's insurance shall be:
- i. Endorsed as primary coverage listing AHS coverage as excess insurance;
  - ii. Occurrence-based;
  - iii. Non-contributory with AHS's own insurance; and
  - iv. Provided by carriers with an A.M. Best rating of at least A-.
- c) Servicer's coverage shall not be deemed a limitation on Servicer's liability hereunder, including, without limitation, damages for mold or improper services. Servicer waives all rights, including subrogation, against AHS and its agents, directors, employees, subsidiaries, parents, and affiliated companies for damages. Servicer shall cause each independent contractor technician or subcontractor to:
- i. Purchase and maintain insurance of the type and in the amounts listed above in this Section 8, subsections (a) and (b), to the extent it is feasible, shall name AHS, its subsidiaries, parents, and affiliated companies as additional insureds; and
  - ii. Furnish certificates of insurance or copies of policies to AHS.
- d) Servicer shall supply AHS with a certificate of insurance as coverages are renewed, amended, modified, canceled, terminated, or replaced.
- e) AHS does not represent that the coverage and limits required under this Section 8 will necessarily be adequate to protect Servicer.
- f) All certificates of insurance shall provide for at least thirty (30) days written notice to AHS prior to the cancellation or material change of any insurance referred to in this Section 8. Failure of AHS to demand such certificates or other evidence of full compliance with these insurance requirements or failure of AHS to identify a deficiency from evidence that is provided shall not be construed as a waiver of Servicer's obligation to maintain such insurance.
- g) If Servicer's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**9. Invoicing.** Invoices must be received by AHS through the AHS online billing portal or as otherwise directed by AHS. Servicer shall maintain all invoices for seven (7) years or such other timeframe as is required by state law. **All of Servicer's invoices are subject to an audit process by AHS.** If Servicer is selected for audit purposes:

- a) All invoices submitted either electronically or through the mail are subject to audit
- b) Servicer shall provide paper copies of the original invoices to AHS's auditors within five (5) business days of AHS's request. Servicer's account may be placed on hold by AHS if Servicer fails to provide the invoices requested; and
- c) In the event any overpayment is found during an audit, Servicer will pay the amount of the overpayment to AHS upon receipt of notice of the overpayment.

**10. Payment.** Payment to Servicer shall be due and payable net thirty (30) days after AHS's approval and verification of invoices. AHS has the right to offset payments due to Servicer against any amount Servicer owes to AHS and/or unapproved invoices. All payment shall be made by electronic funds transfer and Servicer shall provide any information reasonably required by AHS to make such electronic fund transfers.

**11. Non-Covered or Additional Services.** Servicer may agree to provide services to a Customer that are not covered under or included in an AHS Program ("Non-Covered/Additional Services"). Servicer accepts sole responsibility for any work performed by Servicer Associates or anyone else acting on behalf of or associated with Servicer on any Non-Covered/Additional Services. Servicer agrees that AHS has no responsibility for Non-Covered/Additional Services nor payment or collection of monies for Non-Covered/Additional Services. Servicer shall notify Customer prior to commencement of any Non-Covered/Additional Services that:

- a) Customer can choose its own vendor;
- b) Servicer is providing such work solely on its own behalf and not in conjunction with AHS;
- c) AHS is not responsible for Servicer's rates or charges on Non-Covered/Additional Services; provided, however, Servicer shall charge competitive market rates for such Non-Covered/Additional Services; and
- d) Servicer will notify AHS, provide customer with a written estimate, acquire Customer's signature as written authorization before beginning any Non-Covered/Additional Services, and provide AHS a copy of such documents upon request.

Servicer shall retain in its business records a copy of such notice along with the invoice reflecting the work performed. Servicer agrees to perform such Non-Covered/Additional Services pursuant to the same standards as AHS-authorized work. Servicer agrees to provide AHS a list of its standard rates and charges for Non-Covered/Additional Services as may be requested by AHS from time to time.

**12. Confidential Information – Information Security.** Servicer acknowledges that it may receive Confidential Information in connection with providing Services hereunder. For purposes of this Agreement, "Confidential Information" shall include (a) trade secrets and proprietary information of AHS, including but not limited to financial information, manuals and procedures, communications, dispatch information and related costs, pricing and rate information, and any other materials or information provided by AHS to Servicer in connection with performance of Services under this Agreement, and (b) personal information related to a Customer, including but not limited to social security number, driver's license number, state or federal identification number, date of birth, and financial information (including but not limited to account numbers, credit or debit card numbers and access codes). Servicer shall not use or disclose any Confidential Information for any purpose other than providing Services under this Agreement.

Servicer shall implement and maintain security controls and measures necessary to protect Confidential Information from unauthorized access, loss, destruction, disclosure or use. In all events, Company shall comply with any information security compliance requirements provided by AHS, as may be updated and revised by AHS from time to time. Servicer shall not allow persons outside the United States to access Confidential Information without AHS's prior written consent. Servicer shall immediately notify AHS of any security breach or unauthorized disclosure of Confidential Information. Without limiting any other right or remedy that AHS may have under this Agreement, Company shall pay AHS promptly for all expenses or claims associated with unauthorized disclosure of Confidential Information, including assessments, fines, losses, costs, penalties, and expenses assessed, incurred, charged, imposed or collected by a credit, debit or charge card organization or issuer.

**13. Relationship.** In performing the Services, Servicer shall be acting solely as an independent contractor, and neither Servicer nor any of its Servicer Associates shall be deemed to be employees of AHS. Neither AHS nor Servicer shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party. Servicer shall be solely responsible for any income, employment, sales, use, service, payroll, withholding, workers' compensation, unemployment and other taxes that may be imposed with respect to the performance of the Services and any payments made by AHS to Servicer. Servicer shall reimburse, indemnify and hold harmless AHS for, from and against any claims or liabilities that relate to or arise out of Servicer's failure to pay such taxes. Servicer agrees that acceptance of work or performance of Services under this Agreement binds Servicer to a contract with the Customer on all work performed and any bond required of Servicer shall be actionable by the Customer.

**14. Subcontractors and Independent Contractors.** Servicer agrees that:

- a) AHS must approve the use of any subcontractor or independent contractor technician before using them to provide Services hereunder; and
- b) Servicer shall be responsible for ensuring that any subcontractor or independent contractor technician used by Servicer to provide services under this Agreement shall comply with all applicable provisions of this Agreement, including, without limitation, insurance, licensing, name on license, laws and state regulations, professionalism, workmanship, materials, and confidential information.

**15. Term and Notice.**

- a) This Agreement shall remain in effect for one (1) year commencing on the Effective Date and shall be automatically renewed for successive one (1)-year periods unless terminated earlier in accordance with the terms of this Agreement. Either party may immediately terminate this Agreement at any time by giving written notice to the other party. Upon termination of this Agreement, all Addendums will also terminate.
- b) If Servicer does not cure any breach under this Agreement within ten (10) days after receiving notice from AHS, then Contractor shall be in default of this Agreement and AHS, at its sole discretion, may seek damages, including without limitation, court costs, attorney fees, and consequential secondary damages.
- c) AHS also may terminate this Agreement as set forth in Sections 2(c) and 5. Servicer shall immediately notify AHS of Servicer's insolvency, bankruptcy, or potential financial instability.
- d) Any notice or other written communication is deemed given:
  - (i) Three (3) days after deposit in the U.S. Mail, postage prepaid;
  - (ii) When sent by facsimile or electronic mail (with date/time noted);
  - (iii) On the next business day if sent overnight by priority courier; or
  - (iv) When personally delivered to an authorized representative of the party receiving notice.

**16. Indemnification.**

- a) To the fullest extent permitted by law, Servicer agrees to indemnify, hold harmless and defend, at Servicer's sole expense (including expenses and attorney's fees), AHS, its subsidiaries, parent and affiliated companies, and the agents, directors, and employees of AHS, its subsidiaries, parents and affiliated companies against any and all actions, investigations, commenced or threatened claims, losses, liabilities, and/or damages (whether or not any indemnified party is a party thereto) alleged to have been incurred or caused, either directly or indirectly, by the acts or omissions of Servicer or any of its Service Associates or any other person acting on Servicer's behalf or associated with Servicer ("Claim") in relation to any Dispatch, any Services performed for any Program, any non-covered items or additional services, and/or any and all consequential damages arising out of, as a result of the performance of, and/or the attempted performance of services for Customers.
- b) If the resolution of any Claim is reasonably expected to have a significant adverse effect on AHS or if Servicer fails to assume the defense of such Claim within fifteen (15) days after receipt of notice of a Claim, then AHS may elect, at its sole discretion, to control the defense, compromise, or settlement of such Claim (at Servicer's sole cost, risk, and expense); provided, however, that such Claim shall not be compromised or settled without the written consent of Servicer, which consent shall not be unreasonably withheld. If consent is unreasonably withheld, AHS may settle the claim without such consent. If AHS assumes the defense of the Claim, AHS will keep Servicer informed of the progress of any such defense, compromise, or settlement. Servicer shall be liable for any settlement of any action effected in accordance with this paragraph and for any final judgment (subject to any right of appeal).

## 2013 MASTER SERVICES AGREEMENT, Cont'd

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**17. Trademarks.** Neither party shall use, modify, or change the trademarks, service marks, logo types, customer contracts, or other commercial and promotional materials of the other party without such party's prior written consent.

**18. Assignment.** Servicer shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of AHS. AHS may assign or transfer this Agreement, in whole or in part, as it deems appropriate.

**19. Other.** This Agreement supersedes all prior Service and/or Operational Agreements along with any negotiations, proposals and/or understandings, and constitutes the entire understanding of the parties. This Agreement shall not be modified or amended in any manner except in writing, signed by the parties; provided, however, this Agreement can be modified or amended electronically in accordance with applicable law. The invalidity or unenforceability of any provision shall not affect the enforceability of the remaining provisions. AHS's failure to exercise any of its rights does not constitute a waiver of such right. To the extent such waiver is permitted by law, the parties waive trial by jury in any proceedings. For quality assurance and other purposes, AHS may record calls between AHS and Servicer and Servicer hereby authorizes such recordings.

# ELECTRONIC DATA INTERCHANGE (EDI) MASTER AMERICAN HOME SHIELD AGREEMENT



This Agreement is made effective as of the "Effective Date" set forth below by and between American Home Shield Corporation ("AHS"), and the undersigned Servicer ("Servicer"). As the parties desire to: (a) enter into a Service Agreement (attached hereto, the terms and conditions of which are incorporated herein by reference); (b) electronically transmit and receive Documents (defined below) in substitution for conventional paper-based documents; and (d) assure that these electronic communications are legally valid and enforceable, then for consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Electronic Transmission. Each party may electronically transmit to, or receive from, the other the Service Agreement or any other documents to be signed and reasonably relied upon by the parties ("Documents"). All information in any Document is deemed confidential.

2. 3rd Party Providers. Each party shall transmit Documents electronically to the other: (i) directly, (ii) through any reliable third-party service provider ("Provider"); or (iii) via facsimile. Each party shall be responsible for the costs or acts of any Provider with which it contracts.

3. System Operations/Security. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents. Each party shall properly use security procedures which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

4. Servicer Liability. Servicer is liable and responsible for all acts and omissions arising out of or related to any Documents and transmissions which are signed, marked, or otherwise associated with Servicer's Vendor ID Number.

5. Proper Receipt. Documents will be deemed to be properly received only when accessible to the receiving party at their computer or facsimile machine.

6. Garbled Documents. If any Document is received in an unintelligible or garbled form, the receiving party shall promptly give notice to the originating party. In the absence of such notice, the originating party's records of the contents of the Document will control. However, if the originating party is not identifiable in the received Document, then the receiving party will have no obligation with respect to that Document.

7. Breach of Documents. This Agreement neither enlarges nor diminishes the rights and obligations of either party under any Document, and the liability of a party for a breach of such Document shall be determined by the provision of that Document and applicable law.

8. Counterparts. This Agreement or the Documents may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or the Documents by facsimile shall be effective as delivery of a manually executed counterpart.

9. Validity; Enforceability.

(a) Any Document properly transmitted under or in connection with this Agreement will be considered to be a "writing" or "in writing" when there is affixed any symbol or process logically associated with such Document and it is executed or adopted with the intent to sign the same ("Signature") will be deemed for all purposes to: (i) have been "signed," and (ii) constitute an "original" when printed

from electronic files or records established and maintained in the normal course of business.

(b) The conduct of the parties under this Agreement (including the use of Documents properly transmitted) will, for all legal purposes, evidence a course of dealing and performance acceptable to each party.

(c) Neither party will contest the validity or enforceability of the Documents under any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party will contest the admissibility of copies of the Documents under either the business records exception to the hearsay rule, or the best evidence rule, on the basis that the Documents were not originated or maintained in documentary form.

10. Term. This Agreement shall remain in effect for 1 year commencing on the "Effective Date" and shall be automatically renewed for successive 1-year periods. Either party may immediately terminate this Agreement at any time by giving written notice to the other party. Any termination will not affect each party's obligations or rights under any Documents or this Agreement prior to the effective date of termination. Any notice or other written communication is deemed given: (i) 3 days after deposit in the U.S. Mail, postage prepaid; (ii) if sent by facsimile (with date/time noted); or (iii) on the next business day if sent overnight by priority courier.

11. Miscellaneous. This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to these matters. No oral modification or waiver of any of the provisions of this Agreement will be binding on either party. The invalidity or unenforceability of any provision shall not affect the enforceability of the remaining provisions. AHS' failure to exercise any of its rights does not constitute a waiver of such right. To the extent such waiver is permitted by law, the parties waive trial by jury in any proceedings. No obligation to enter into any Document is to be implied from the execution or delivery of this Agreement. This Agreement does not control the terms and conditions of any Document, except with respect to the ability to enter into and/or amend a Document electronically. The terms, provisions, and representations contained in this Agreement shall survive.

12. Governing Law. This Agreement will be governed by, and construed in accordance with, the applicable laws of the State of Tennessee, without giving effect to principles relating to conflicts of laws. Servicer agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought in Shelby County, Tennessee.

13. Force Majeure. No party shall be liable for any failure to perform its obligations where the failure results from any act of God or other cause beyond that party's reasonable control (including, without limitation, any mechanical, electronic or communication failure) that prevents it from transmitting or receiving any Documents.

14. Assignment. Servicer shall not assign or transfer any obligations under this Agreement without the prior written consent of AHS. AHS may assign or transfer this Agreement, in whole or in part, as it deems appropriate. Servicer's signature below must be Servicer's proper name associated with its Federal Tax ID number.

IN WITNESS WHEREOF, the parties have signed this Agreement as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

Servicer (print company name as listed on W-9): \_\_\_\_\_

Company DBA Name (if applicable): \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

Servicer Vendor ID Number(s): \_\_\_\_\_

**For AHS internal use only:**

AMERICAN HOME SHIELD CORPORATION

\_\_\_\_\_  
David Quandt, Senior Vice President of Service Operations

A final signed copy of this Agreement will be held by American Home Shield, Contractor Relations Department

Servicer Vendor ID Number(s): \_\_\_\_\_  
*Added to form by AHS staff.*

# Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

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									
			-			-			

**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									
		-							

## 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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# ACH Change Authorization Form - Accounts Payable Supplier Payment

# ServiceMASTER®

## Type of Change

Begin ACH Payments

Cancel ACH Payments

Change Account Information

## Payee Information

Name		Vendor Number
Mailing Address		
City, State, ZIP Code		
E-Mail Address (required)		Federal Tax Identification Number

## Financial Institution Information

Type of Account	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Financial Institution Name		
Financial Institution's City and State		
Account Number (up to 17 digits)		Transit Routing Number (9 digits)

## Supporting Documentation Required

**A letter (on company letterhead) confirming the information in the Financial Institution Information section must be attached to this form.**

## Authorization

I hereby authorize The ServiceMaster Company to initiate debit and credit entries to the account indicated above at the depository institution named above. I also authorize ServiceMaster to reverse any erroneous entry to the above account, in accordance with the rules of the National Automated Clearing House Association, and provided the account holder has been notified of the reversal. I acknowledge that the origination of the ACH transactions to the account must comply with the provisions of U.S. law. I also acknowledge that I may revoke the authorization only by notifying The ServiceMaster Company by completing an additional ACH Change Authorization.

Signature

Date

Send the original form and company letter to the ServiceMaster Accounts Payable Department, **Attention: Vendor Master Keeper CONFIDENTIAL** at 860 Ridge Lake Boulevard, Mail Stop C2-1594, Memphis, TN 38120. Questions should be directed to the Vendor Master Keeper (VMWAdmin@servicemaster.com).

Dear Prospective Contractor:

We are excited to welcome you as a service provider for American Home Shield. We look forward to you providing high quality service to our expanding customer base. Within our customer base, there are specific groups that require service providers to have background checks completed on all technicians who may service residential homes. The background check requires all officers, owners and employees whose duties require entry into another person's residence to have a completed background check. This requirement pertains to all existing and new prospective employees hired by your firm in the future **and must be completed for all employees every two years as agreed upon and stated in the AHS Master Services Agreement.** AHS has partnered with a background check company to offer preferred pricing to the American Home Shield Independent contractor network. To access AHS pricing for your background checks, please follow the steps below:

1. Set-up your account at [www.backgrounds4contractors.com](http://www.backgrounds4contractors.com):
  - The first time you visit this web site, enter the partner code: AHS6974, skip past the login and password fields and click on the "I am a New User" button.
2. Complete the required business information and follow the prompts.
3. When asked for your Company ID, enter the following: VENDOR5NEW
4. Continue through the prompts and enter the required information to complete the process. Once your account is set-up, you will be able to order a background report using your new account. Payment via credit card is required at the time of each background request. Fees start at \$35 per employee and may increase based on state/government requirements.

If your organization currently performs criminal background checks, this will be sufficient if all parameters listed below are fulfilled by the current check:

- a) A review of any state and federal felony convictions;
- b) A review of state and federal misdemeanor convictions for crimes that would present an unreasonable risk of harm to others or their property;
- c) Any pending deferred adjudications with respect to (a) or (b) above for the seven years prior to the date of the background check;
- d) A review of the national sexual offender database. The background check was completed in the county in which the officer, owner and employee has resided, currently resides and/or has been, or is currently employed; and
- e) A review of the suspected terrorist watch list against the Office of Foreign Assets Control (OFAC).

**Please note:** Under federal law, contractors must secure a signed consent/release form from each individual on whom a background check is to be requested. Enclosed are the criteria for a background check to reflect a "pass" or "fail" response. If a member of your firm "fails" the checks required, that individual is not allowed to service customers on behalf of American Home Shield and/or ServiceMaster. Thank you for your continued compliance of new and existing contractor requirements. As always, we appreciate the quality service you provide for our customers every day. If you have any questions regarding this information, please contact your Contractor Relations Representative.

Sincerely,

A handwritten signature in black ink that reads "David Quandt".

David Quandt  
Sr. Vice President of Field Operations  
AMERICAN HOME SHIELD CORPORATION

# AHS CRIMINAL BACKGROUND CHECKS SCORING CRITERIA



PASS	FAIL
No record/"clear"	Any felony convictions for the past seven years.
Any infraction, ordinance violation or summary offenses.	One or more of the following theft or fraud related <u>misdemeanor convictions</u> for the past seven years (does not include worthless checks): <ul style="list-style-type: none"> <li>• theft</li> <li>• embezzlement</li> <li>• forgery</li> <li>• fraud</li> <li>• misuse of credit card</li> <li>• shoplifting</li> </ul>
Misdemeanor traffic convictions, regardless the number of occurrences.	One or more crimes of violence ( <u>misdemeanor convictions</u> ) for the past seven years: <ul style="list-style-type: none"> <li>• assault and battery</li> <li>• weapons violations</li> <li>• stalking</li> </ul>
Any of the following: <ul style="list-style-type: none"> <li>• dismissed or dismissed with leave</li> <li>• not guilty</li> <li>• adjudication withheld (currently not on probation)</li> <li>• adjudication deferred (currently not on probation)</li> <li>• expunged</li> <li>• no information filed</li> </ul>	Two controlled substance (illegal drugs) <u>misdemeanor convictions</u> during the past seven years.
California misdemeanor marijuana offenses more than three years old.	One or more crimes classified under sexual-related offenses ( <u>misdemeanor convictions</u> ) during the past seven years: <ul style="list-style-type: none"> <li>• public indecency, lewd acts</li> <li>• indecent exposure</li> <li>• prostitution</li> <li>• soliciting</li> </ul>
Georgia treatment granted under OCGA 42-8-60 (First Offender Treatment)	Any misdemeanor convictions for unemployment compensation violation or fraud.
Conviction for misdemeanors (for the past seven years) with the exception of those related to theft, embezzlement, forgery, fraud, credit card misuse, shoplifting, illegal drugs/controlled substances (2 or more in the past 7 years), sex-related offenses and unemployment compensation violation/fraud.	Any: <ul style="list-style-type: none"> <li>• probation before judgment</li> <li>• adjudication withheld (on probation currently)</li> <li>• adjudication deferred (on probation currently)</li> <li>• nolle prossed (prosequi)</li> </ul>
One misdemeanor substance abuse (exclude alcohol).	Felony convictions (during the past seven years).
	Two misdemeanor substance abuse convictions (during the past seven years).
	Any child abuse/neglect with disposition shown.
	Any conviction for: <ul style="list-style-type: none"> <li>• simple assault</li> <li>• domestic violence</li> <li>• resisting arrest</li> <li>• obstructing an officer</li> <li>• menacing</li> </ul>
	Records pending disposition
	Open warrants

# WORKMEN'S COMPENSATION **WAIVER**



Please fill out and return this form if Workmen's Compensation is not applicable to your firm.

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Company Name

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Address

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City

State

Zip

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Owners

- I certify I am the sole Owner/Operator of the firm listed above and do not have any employees.
- I will provide a Certificate of Insurance for Workmen's Compensation to American Home Shield within 10 days of hiring any employee.

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Signature

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Date