

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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.

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

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

▶ **START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Names Used (if any)		
Address (Street Number and Name)			Apt. Number	City or Town		State	Zip Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	E-mail Address			Telephone Number		

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (See instructions)
- A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number **OR** Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: _____

OR

2. Form I-94 Admission Number: _____

**3-D Barcode
Do Not Write in This Space**

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)

Signature of Employee:	Date (mm/dd/yyyy):
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Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:	Date (mm/dd/yyyy):
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Last Name (Family Name)		First Name (Given Name)			
Address (Street Number and Name)			City or Town	State	Zip Code



Employer Completes Next Page



SUBCONTRACTOR AGREEMENT

AGREEMENT IS HEREBY MADE, between the Independent Contractor (hereinafter referred to as IC) and Eastern Applicators, Inc. (hereinafter referred to as EAI) having offices at 4292 Henninger Court, Chantilly, Virginia 20151.

1. **IDENTITY OF INDEPENDENT CONTRACTOR.** The name, type of business entity, address, and telephone number of the IC follows:

Name (Company/Trade): _____

Business Entity: _____ Proprietorship _____ Partnership _____ Corporation

Address: _____

City/State/Zip: _____

Business Telephone: _____

Tax Identification Number (EIN): _____

Business License: Jurisdiction & Number: _____

Virginia Class "B" Contractors License Number: _____

Virginia Class "B" License Expiration Date: _____

2. **WORK TO BE PERFORMED.** EAI is contracting with IC to perform the following drywall installation services:

Hanging _____ Finishing _____ Painting _____

Fireproofing _____ Metal _____ Other _____

All work will be conducted in a safe, timely, competent manner, in accordance with accepted standards of the trade, and Occupational Safety & Health Act of 1970.

3. **TERMS OF PAYMENT.** EAI agrees to pay IC for services performed and accepted in accordance with the negotiated compensation schedule then in effect. If work is not acceptable, monies will be withheld until necessary corrections are made. IC will have the first opportunity to make the corrections at IC expense immediately upon notice from EAI. If corrections are not completed in a timely manner, EAI may complete or correct any deficiencies in the manner in which EAI sees fit, and any costs incurred by EAI will be deducted from monies due to IC. All services are to be performed on a piece-rate basis.

4. **EQUIPMENT, TOOLS AND TRANSPORTATION.** IC shall provide his own transportation, equipment and tools of every kind required for the prompt and efficient execution of the work described herein. EAI reserves the right to increase this percentage based on increased costs.
5. **INSURANCE REQUIREMENTS.** IC will furnish EAI with a valid certificate of insurance for workmen's compensation and general liability with the following minimum requirements:
 - a. General liability coverage of \$1 million per occurrence and \$2 million aggregate,
 - b. Workers compensation coverage of \$500,000.00,
 - c. EAI must be named as "Additional Insured" on a primary, non-contributory basis, including completed operations,
 - d. Automobile coverage of \$1 million, combined single limit; and
 - e. Umbrella coverage of \$1 million

Failure to comply with the above requirements will result in withholding of payments and/or deductions from amounts owed by EAI to IC.

6. **PAYROLL TAXES.** Neither state nor federal income tax nor payroll tax of any kind shall be withheld or paid by EAI on behalf of IC or the employees of IC.
7. **TERM OF AGREEMENT.** This agreement is for a term of one year and will automatically renew on its anniversary date unless written notice is given from one party to the other thirty (30) days prior to the anniversary date.
8. **TERMINATION OF AGREEMENT.** With reasonable cause, either party may terminate this agreement effective upon the giving of written notice of termination for cause. Reasonable cause shall include:
 - a. Material violation of Agreement.
 - b. Any act exposing the other party to liability to others for personal injury or property damage.
 - c. Failure of IC to diligently or properly perform its duties under this Agreement.
 - d. Failure of EAI to pay IC for properly invoiced amounts within ten (10) days of written notice given to EAI by IC that said invoice is past due.
9. **NO AUTHORITY TO BIND EAI.** IC has no authority to enter into contracts or agreements on behalf of EAI. IC is not authorized to bind EAI in any way.
10. **INDEMNIFICATION.** IC agrees to hold EAI harmless from any claim, liability, loss or damage incurred by EAI resulting from IC's negligent acts or omissions.
11. **NON-SOLICITATION.** IC agrees that during the term of IC's engagement and for a period of two (2) years thereafter, IC shall not, on IC's behalf or on behalf of any other person, firm, partnership, venture or corporation, directly or indirectly solicit or contact any EAI customer

for the purpose of soliciting or providing products or services similar to those furnished by IC on behalf of EAI, nor contact, solicit, accept, divert or take away any customer or employee of EAI or urge any customer or employee to discontinue, in whole or in part, its business with EAI. The term "customer" shall be deemed to include, for purposes hereof, any past or present customer of EAI and/or other person EAI solicited to be a customer at any time during the twelve (12) month period immediately preceding the date of IC's termination, which IC either performed services for or otherwise became aware of as a result of IC's engagement with EAI. EAI shall be entitled to recover any and all costs and expenses, including attorneys' fees, incurred in connection with the enforcement of this provision.

12. **DECLARATION BY INDEPENDENT CONTRACTOR.** IC declares that he/she is engaged in an independent business, holding himself/herself out to the general public and maintains his/her office and principal place of business at own address, and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the services to be performed under this Agreement. IC declares that he/she is engaged in the same or similar activities for other clients, that EAI is not IC's sole and only client or customer, and that this Agreement is not exclusive.
13. IC shall indemnify, defend, and hold harmless, EAI and owner of property on which work is being performed, heretofore known as Builder, from any and all claims, losses, damages or expenses (including attorneys' fees and other costs of defense incurred by EAI or Builder in defending against any claims or in enforcing these indemnity and defense obligations) arising out of or in connection with performance of the work or any portion thereof or the failure to observe or comply with the provisions of this Agreement by IC or any employees or other Independent Contractors employed by IC.
14. IC shall promptly pay all costs of labor employed and materials and services furnished and used in the performance of the work. IC shall at all times keep the project free from any attachment, lien, or other encumbrance arising out of the work. IC shall indemnify, defend, and hold EAI and Builder harmless from and against all claims, losses, damages, or expenses (including attorney's fees and other costs of defense incurred by EAI or Builder) of whatever nature, arising by reason of any such lien, claim of lien, attachment or encumbrance. If any such lien is filed, IC will discharge said lien within forty-eight (48) hours by payment or posting a bond in court proceedings. EAI will have the right when it deems advisable to make payments due IC directly to any third party for any work, labor, materials, equipment, utilities, transportation, insurance premiums, taxes or the like, furnished or payable in connection with the work. Any such payment shall be credited against sums due in the same manner as if such payment had been made directly to IC.
15. It is understood and agreed that the Contractor and Subcontractor are not joint employees. Employees, subcontractors, material men and suppliers of the Subcontractor are, and remain, solely its employees or contractors. The Subcontractor has the sole and exclusive right to hire, fire, supervise and direct its workforce; appoint supervisors or managerial personnel, set compensation and fringe benefits; establish wages, hours and working conditions; pay and remit all withholding taxes, Social Security, unemployment taxes and such other monies as

may become payable as a result of an employer-employee relationship. No third party beneficiary relationship is created between those hired by the Subcontractors and the Affiliate or Contractor.

16. There will be no payment of any extras of any kind unless authorized by an EAI supervisor.

Executed this _____ day of _____, 20_____.

EASTERN APPLICATORS, INC.:

INDEPENDENT CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

EASTERN APPLICATORS, INC.

DRYWALL AND PAINTING CONTRACTORS

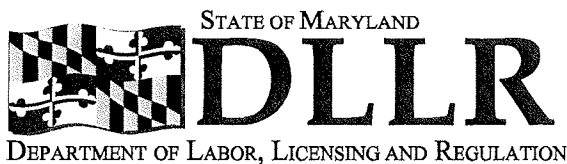
SUBCONTRACTOR USE OF EQUIPMENT

Independent contractor shall hold harmless Eastern Applicators for claims resulting in use or operation of equipment loaned to them. In addition, subcontractor acknowledges insurance coverage for the use of loaned equipment.

Name

Title

Date



DIVISION OF LABOR AND INDUSTRY
WORKER CLASSIFICATION PROTECTION UNIT
1100 N. EUTAW STREET, ROOM 607
BALTIMORE, MD 21201

E-mail: dldliwcpu_dllr@maryland.gov

NOTICE TO INDEPENDENT CONTRACTORS AND EXEMPT PERSONS
For Workplace Fraud Purposes Only

Employer/Work Provider Name: _____

Independent Contractor Name: _____

You have been hired as an independent contractor or exempt person to perform the following work for the employer. The Workplace Fraud Act defines an exempt person is an individual who operates with complete control of their own business that does not have any employees other than family members.

You have agreed to perform the work described in the attached section(s) of your contract, or as described below:

You have agreed to complete this work by: _____

As an independent contractor or exempt person, you will perform this work and all details connected with the performance of the work using your own means and methods, free from the control of the employer or work provider, except as to the final product or result.

As an independent contractor or exempt person you will be responsible for all tax obligations including, but not limited to, the filing of business or self-employment income tax returns with the U.S. Internal Revenue Service.

As an independent contractor or exempt person, you are not eligible for protection under protective laws, including but not limited to, employment discrimination and anti-retaliation laws, occupational safety and health laws, living wage and prevailing wage laws, and wage and hour laws.

As an independent contractor or exempt person, if you hire employees to perform work, you will be responsible as an employer for all tax, unemployment insurance, and workers' compensation insurance obligations on behalf of those employees. You will also be required to comply with employment law obligations, including safety and health and wage and hour requirements, on behalf of those employees.

As an independent contractor or exempt person, if you contract with other independent contractors or exempt persons, you will also be obligated to provide them with a Notice to Independent Contractors and Exempt Persons, which explains their status.

As an independent contractor or exempt person, you are required to provide to the employer or work provider copies of any licenses or registrations issued to you that are related to the work to be performed.

Signed:

Independent contractor/exempt person

Employer/work provider

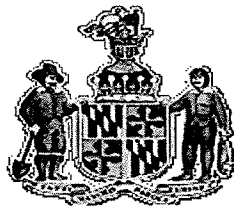
Date

Date

Please note that just because you have received this notice does not mean that you are, in fact, an independent contractor or exempt person. Whether an individual is actually an independent contractor or an employee is a legal determination made based upon specific facts and circumstances.

If you have any questions, you may contact the Commissioner of Labor and Industry at the following address:

STATE OF MARYLAND



**Commissioner of Labor and Industry
Division of Labor and Industry
1100 North Eutaw Street, Room 607
Baltimore, Maryland 21201
(410) 767-9885 / Fax: (410) 333-7303**