

## CONTRACTOR AGREEMENT

Contractor Profile		
Legal Name:		
Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other		
State of Organization, Formation and/or Registration:		
EIN / Social Security Number:		
Trade / Work Performed:		
Main Contact:	Main Phone:	Main Email:
Main Address:		
Billing Contact:	Billing Phone:	Billing E-Mail:
Billing Address:		
Emergency Contact:	Emergency Phone:	Emergency E-Mail:

Insurance Type	Carrier	Policy Number	Expiration Date
General Liability			
Workers Compensation			
Auto Liability			
Environmental / Pollution			
Professional Liability			

Licensing		
Jurisdiction	License Type	License Number

<b>Project References</b>				
Completion Date	Description of Work	Contract Amount	Contact Person	Phone Number

**CONTRACTOR MUST PROVIDE ABBOTTS FIRE & FLOOD (HEREINAFTER REFERENCED AS “COMPANY”) WITH COPIES OF THE FOLLOWING DOCUMENTS ALONG WITH ONE SIGNED COPIES OF THIS CONTRACTOR AGREEMENT. CONTRACTOR MAY NOT COMMENCE WORK UNDER THIS AGREEMENT UNTIL THESE DOCUMENTS ARE ON FILE WITH, AND APPROVED BY COMPANY.**

\_\_\_\_\_ Certificates of Insurance: Current proof of Worker’s Compensation Insurance, General Liability Insurance, Automobile Liability Insurance and, if required by Company, Environmental/Pollution Liability Insurance (e.g. for HVAC, mold and asbestos remediation) and/or Professional Liability (e.g. engineers), with at least the minimal coverage limits required by this Agreement.

\_\_\_\_\_ Additional Insured Endorsement: Certificate of Insurance must contain endorsement listing ABBOTTS FIRE & FLOOD, 2301 S JASON ST, DENVER CO 80223 as an ADDITIONAL INSURED for both premises and operations, and products and completed operations on all Contractors’ policies, except Worker’s Compensation.

\_\_\_\_\_ IRS Form W-9: Completed and signed where appropriate.

\_\_\_\_\_ Pinnacol Declaration of Independent Contractor Status: If Applicable, completed, signed and notarized where appropriate.

\_\_\_\_\_ Copy of licenses: Copy of licenses described above

\_\_\_\_\_ Waiver of Subrogation: Completed and signed where appropriate

**THIS CONTRACTOR AGREEMENT** (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”), by and between Company and Contractor.

1. **DEFINITIONS.** As used in this Agreement, the following terms will have the meanings noted unless otherwise indicated:
  - a. **“Agents”** means Contractor’s employees, approved contractors, suppliers, materialmen, or other Person performing any of the Work on behalf of, or supplying Work related materials to, Contractor.
  - b. **“Change Order”** means any written change to the Work or materials designated in a PO, which is signed by Company.
  - c. **“Company”** means Abbotts Fire & Flood, a Colorado S-corporation, currently with a principal place of business at 2301 S Jason St, Denver, Colorado 80223, and its successors and assigns.
  - d. **“Government Agency”** means any government, municipality, or political subdivision thereof, or any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body.
  - e. **“Defect”** means a failure of the Work to conform to: the details, plans, specifications, standards or drawings included in an PO; requirements of applicable Laws; or any other requirement of this Agreement.
  - f. **“Laws”** mean all federal, state and local statutes, ordinances, and codes (including, without limitation, the building code(s) applicable to the Work), all rules and regulations issued by any Government Agency pursuant to any of the foregoing (including, without limitation, those of OSHA, HUD, VA, FHA, EPA), and all applicable decisions, judgments or orders of any Government Agency or court.
  - g. **“Person”** means a natural person, corporation, partnership, limited liability company, trust, association, sole proprietorship or other legal entity.
  - h. **“Contractor”** means the Person identified above on the first line of this Agreement.
  - i. **“Contractor Policies & Procedures”** means the procedures provided to Contractor by Company, as amended from time to time by Company, which set forth Company’s current contractor setup, change orders, billing, payment and other policies and procedures to be followed by Contractor.
  - j. **“Work”** means the services to be performed and materials to be furnished and/or installed by Contractor or its Agents in accordance with the terms of this Agreement and the PO.
  - k. **“Work Site”** means any house, building, project or other location where Contractor is performing any of the Work.
  - l. **“Work Site Policies and Conduct Requirements”** means the policies and requirements provided to Contractor by Company, as amended from time to time by Company, which sets forth current rules, regulations and policies regarding Contractor’s conduct at the Work Site.
2. **TERM.** This Agreement is effective as of the Effective Date and will continue in full force and effect unless and until terminated by either party as provided in Section 21 of this Agreement.
3. **PERFORMANCE OF WORK.**
  - a. Contractor will perform the Work and furnish at its own expense all labor, equipment, utilities, materials, services and other items required to complete the Work in accordance with the terms of this Agreement and the appropriate PO. **CONTRACTOR MUST PERFORM ALL WORK DIRECTLY AND MAY NOT HIRE OTHER CONTRACTORS OR USE SUBCONTRACTORS OR OTHER PERSONS WITHOUT COMPANY’S EXPRESS PRIOR WRITTEN APPROVAL.** Contractor will perform all Work in a good and workmanlike manner according to the highest standards of Contractor’s trade. Contractor agrees that, even if not specified in the appropriate PO, the Work includes, but is not limited to, any item of labor, equipment, utility, material, and service that is (A) reasonably implied or customarily furnished by a contractor performing work of the type described in the PO, (B) required to comply with any applicable Laws, or (C) necessary to obtain any inspection or approval required to be obtained by Company.
  - b. Contractor will supply a sufficient and competent workforce with the skills necessary to perform and complete the Work in accordance with this Agreement and the PO. Contractor and its Agents will at all times comply with the Work Site Policies and Conduct Requirements while at the Work Site and while performing Work hereunder. If Company determines and notifies Contractor that any Agent of Contractor is incompetent or otherwise detrimental to the satisfactory performance of the Work, or is not complying with the Work Site Policies and Conduct Requirements, Contractor will immediately remove such Person from the Work Site.
  - c. Contractor will provide all materials required for the Work. Such materials will be new, the best of their respective kinds, and from the same manufacturer, unless otherwise specified in writing by Company. Materials will be clean, free from Defects, delivered in appropriate containers, and contain all manufacturers’ information. Contractor will

be responsible for examining such materials and using or installing same in a manner that will ensure proper completion of the Work.

- d. Company may issue Change Orders (i) to change any portion of the Work if Company determines that such change is necessary or desirable, or (ii) to eliminate any portion of the Work if Company deems such Work to be unnecessary for completion of the project. Contractor will perform all Work as described in any Change Order. CONTRACTOR WILL NOT MAKE CHANGES IN THE WORK, NOR PERFORM EXTRA WORK FOR THE CUSTOMER, WITHOUT THE PRIOR WRITTEN APPROVAL OF Company. Contractor understands and agrees that Contractor will receive no compensation in addition to that stated in the appropriate PO without first obtaining such prior written authorization from Company.

4. **COMPLIANCE WITH LAWS; INSPECTIONS; OBTAINING PERMITS.**

- a. CONTRACTOR UNDERSTANDS, AND SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH, ALL LAWS APPLICABLE TO THE WORK. ALL WORK WILL BE PERFORMED SO THAT ALL APPROVALS AND ALL INSPECTIONS OF THE APPROPRIATE GOVERNMENTAL AGENCIES CAN BE OBTAINED WITHOUT DELAY OR ADDITIONAL EXPENSE TO COMPANY. UNLESS COMPANY SPECIFICALLY AGREES TO THE CONTRARY IN A PO, CONTRACTOR WILL SECURE AND PAY FOR ALL BUILDING AND OTHER PERMITS AND LICENSES NECESSARY FOR THE WORK.
- b. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, CONTRACTOR WILL TRANSFER ANY LICENSES AND PERMITS IF AND TO THE EXTENT ALLOWED BY APPLICABLE LAWS, TO COMPANY.
- c. CONTRACTOR UNDERSTANDS, AND SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH, THE PROVISIONS OF ALL APPLICABLE LOCAL, STATE AND FEDERAL SOCIAL SECURITY, UNEMPLOYMENT COMPENSATION, WORKERS COMPENSATION, SALES AND USE TAX, WITHHOLDING TAX AND OTHER TAX LAWS NOW OR HEREAFTER IN EFFECT, AND SHALL PAY ALL AMOUNTS REQUIRED THEREUNDER. CONTRACTOR WILL ALSO COMPLY WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986, AS AMENDED.

5. **TIMING OF WORK.** TIME IS OF THE ESSENCE IN PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT. Contractor will begin the Work as specified in the applicable PO. Contractor will coordinate its Work with Company and other contractors of Company so that there will be no delay or interference with other work being performed. Contractor will perform the Work diligently to completion and will at all times comply with and conform to the PO. Upon Company's request, Contractor will furnish to Company full progress reports regarding the Work. If Contractor falls behind in performance of the Work or furnishing the necessary materials in accordance with the PO, then Contractor will take whatever action is necessary, including without limitation, increasing its workforce, number of shifts, overtime operations, working on weekends, and obtaining additional equipment, at Contractor's sole expense, to timely complete the Work. If a delay is caused by the Contractor's failure to furnish labor or materials, and such delay (whether or not caused in part by others) causes Company to incur any loss or any other liability, including but not limited to liabilities incurred by Company to complete the Work itself or to hire another contractor or a subcontractor to complete the Work, then, in addition to all other remedies available to Company hereunder, Company may require Contractor to reimburse Company for such portion of the loss or liability incurred by Company caused by Contractor's delay.

6. **SHORTAGES.** To avoid delay in the Work schedule, Contractor will give Company immediate notice of any shortage of any materials, labor, equipment or other items necessary for Contractor to complete the Work. The giving of such notice will not excuse Contractor from its duty to follow the Work schedule. Any substitute materials, equipment, or supplies must be approved by Company and, as determined by Company in its sole discretion, will be equal to or better than those originally required as part of the Work.

7. **SAFETY.** Contractor will take all reasonable safety precautions, while performing the Work and while at the Work Site, in accordance with the highest industry standards and any applicable Laws. Contractor is solely responsible the safety of its Agents while performing work or while at the Work Site, as well as for maintaining the Work Site in a safe manner for the benefit of other Persons who may have access to the Work Site.

8. **WORK SITE CONDITIONS.** Before commencing any Work, Contractor will examine, and thereafter will continue to thoroughly examine, the Work Site and the PO relating to such Work, including any plans, specifications or drawings provided therewith. Contractor represents and warrants that it will proceed with Work solely in reliance upon its own information and investigations, and not upon any statement or representation made by Company concerning the Work or Work Site conditions. CONTRACTOR WILL IMMEDIATELY STOP WORK AND NOTIFY COMPANY IF (I) ANY

DANGEROUS CONDITIONS AT THE WORK SITE ARE IDENTIFIED, INCLUDING THE PRESENCE OF ANY HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO ASBESTOS, LEAD PAINT, AND (II) ANY DEVIATIONS OR DISCREPANCIES BETWEEN THE PO AND WORK SITE ARE DETECTED, INCLUDING AS A RESULT OF ANY WORK ALREADY COMPLETED BY ANOTHER CONTRACTOR. If the Contractor disregards any of the foregoing, or attempts to correct the situation without first notifying Company, Contractor will not be entitled to any compensation for unauthorized Work done, and will be responsible for the cost to repair any improper work or the damage resulting from Contractor's unauthorized Work.

9. **CLEAN WORK SITE.** At the end of each Work day, or at such other frequency designated by Company, Contractor will remove all waste material and trash related to such Work. Contractor is solely responsible for the disposal of all such debris, including of any hazardous materials, in accordance with all applicable laws. Immediately after completing the Work, Contractor will remove all of its tools, equipment and excess material and will leave Work Site in clean, pre-loss condition.
10. **PROTECTION OF PROPERTY.** Contractor will secure and protect all materials, the Work performed by it and the Work Site (including securing the Work Site at the end of each Work day). Contractor will also protect all property surrounding the Work Site from any damage that may result from the Work. During the performance of the Work, Contractor will protect the property and materials of other contractors and will not damage the work of the other contractors and suppliers. Contractor will at all times be responsible for any Defect in the Work, damages to material or damages to property caused by or resulting from its or its Agents failure to exercise due care in (i) securing and protecting the material, Work, Work Site or property of Company or others at the Work Site, or (ii) protecting the property surrounding the Work Site.
11. **STORAGE.** Company will not provide any facilities for the storage of Contractor's materials, tools or equipment. Company may, in its sole discretion, allow Contractor to store its materials, tools or equipment at the Work Site; however, Company takes no responsibility for Contractor's materials, tools or equipment while being stored. Contractor will store materials off the ground, protected from the weather, and maintain storage areas in a neat, safe, and sanitary condition. Under no circumstances will Contractor store hazardous materials at the Work Site.
12. **LOSSES.** Until all materials have been fully installed and Work has been completely performed in accordance with the PO and accepted by Company, Company will not be responsible for loss or damage to the Work or loss or damage to Contractor's materials. Losses from theft, vandalism or events of force majeure are the responsibility of Contractor until the Work has been completely performed by Contractor and accepted by Company. Contractor will hold Company harmless from any loss or damage to the Work or to Contractor's materials.
13. **INSPECTIONS.** Company will be entitled to inspect materials and workmanship at all times at the Work Site, at Contractor's place of business or at any other place where material to be furnished under this Agreement are found. Upon satisfactory completion of the Work, or a portion of the Work for which Contractor is requesting payment, Company will be entitled to inspect such Work and approve payment in accordance with the Contractor Policies & Procedures. Inspection by Company is not a representation or acknowledgement by Company that the Work has been performed correctly and does not relieve Contractor of any obligations under this Agreement. If the Work or the Work Site fails any inspection, in whole or in part, as a result of Contractor's Work, Contractor will be responsible for correcting the deficiencies and will be responsible for paying all fines and re-inspection fees.
14. **CONTRACTOR WARRANTY.**
  - a. Contractor warrants and guarantees that all Work performed by Contractor or its Agents will be free from Defects for the applicable warranty periods set forth below. Unless applicable Laws provide for a longer warranty period (in which event the longer period will apply), commencing on the date the Work is accepted by Company, Contractor warrants and guarantees, (i) all material and workmanship for one year, and (ii) all material, workmanship and performance of mechanical and structural systems for two years. If the Work is on a project covered by an insurance program (a copy of which has been provided to Contractor), Contractor hereby agrees to warrant all materials it provides for one year and to warrant its workmanship for five years. For purposes of this section "mechanical and structural systems" will include, by way of illustration and not limitation, electrical, communication, plumbing, fire protection, heating, cooling, ventilation, foundation, framing, thermal and moisture protection and truss systems, and items of equipment.
  - b. If Company is notified of a Defect within the warranty period set forth above, but Company cannot reasonably notify Contractor until after the warranty period expires, Contractor will remain obligated to correct or repair the problem at no charge to Company. Contractor's warranties and guaranties will survive termination of this Agreement for any reason.
  - c. To the extent that Contractor is providing items such as appliances, fixtures or interior furnishings as a part of the

Work, Contractor will place any manufacturer's warranty with or near the supplied item at the time of delivery and installation. To the extent Contractor is providing any other materials as a part of the Work, Contractor will deliver to Company any applicable manufacturer's warranties on materials furnished by it. Contractor hereby assigns to Company all warranties, of any kind, from its Agents, with respect to the Work.

**15. WARRANTY WORK.**

- a. Contractor will provide at its own expense all labor and materials required to cure any Defects in Work performed, or as is necessary to fulfill Contractor's warranties and guaranties in Sections 3, 8 and 14 ("Warranty Work"). Contractor will warrant and guarantee Warranty Work for the longer of the expiration of the warranty period in Section 14, or 90 days from Company's acceptance of such Warranty Work. Company reserves the right to ascertain whether a Defect exists and whether warranty repair or replacement is required in its sole discretion.
- b. Company will give Contractor prompt written notice of any Warranty Work required whenever possible; however, notice may also be given verbally if necessary. Unless otherwise specified by Company, Contractor will contact the property owner within two business days, and begin Warranty Work within three business days, of being notified that such Work is required. Contractor will work diligently to complete such Warranty Work as promptly as possible, but in any event within ten days from the date that the Warranty Work began. If the Defect or Warranty Work results in damage to other materials, equipment, or work, as determined by Company in its sole discretion, Contractor will be responsible for the cost and expense to repair or replace same.
- c. If the Warranty Work is not satisfactorily completed by Contractor as set forth in (b) above, or if the Warranty Work is an emergency, as determined by Company in its sole discretion, Company will have the right to perform the Warranty Work itself or use another Person to perform the Warranty Work at Contractor's sole expense. Contractor agrees to promptly reimburse Company for any such expenses.

- 16. PRICE.** Contractor will furnish all Work required by this Agreement for the price specified in the PO for each project. Contractor will not be entitled to any increase in the prices set forth in the PO, even if Contractor's cost to perform the Work (including labor and materials), may increase during the term of this Agreement. Contractor acknowledges and agrees that, unless specifically stated otherwise in the PO, the prices set forth in any PO include: the cost of compliance with all applicable Laws; the cost of complying with the requirements of all Government Agencies having jurisdiction over the Work; all applicable sales and use taxes; and all state and local license fees, permits, and other fees of any kind or nature whatsoever related to the Work covered by the PO. If Contractor performs extra work or changes the Work without a Change Order signed by Company, Contractor will not be entitled to any payment or other compensation therefore.

- 17. PAYMENT.** Payment will be due under this Agreement when Contractor has complied with the Contractor Policies & Procedures. Contractor must invoice, and Company will make payment, in accordance with the Contractor Policies & Procedures. Company will not be obligated to make any payment to Contractor at any time when Contractor is not in compliance with the terms of this Agreement and the Contractor Policies & Procedures. Company may, at its option, issue joint checks in payment for the Work. No payments will be due under this Agreement until Contractor has signed an acceptable statement of satisfaction authorizing payment for the Work being invoiced and delivered a full and complete release of all liens for materials and labor furnished in connection with the Work. Company may also require an affidavit that, so far as Contractor is able to ascertain, no Person has a right to any such lien for materials or labor. If any lien remains outstanding after all payments are made, Contractor will refund to Company all monies that it may be compelled to pay in discharging and releasing such lien.

- a. No payment made to Contractor for any of the Work will be deemed as an acceptance by Company of any part of the Work, will be construed as a waiver by Company of later found Defects, or will release Contractor from its liability for Defects or Warranty Work.
- b. Company may reduce any payment for any costs that Company incurs or reasonably expects to incur as a result of Contractor's failure to comply with this Agreement or as a result of Contractor's failure to pay its Agents.
- c. Contractor will promptly and timely pay all of its Agents, including its employees. In addition to and not in substitution of the PO and Contractor Policies & Procedures, and as a condition precedent to any obligation of Company to make payments to Contractor under this Agreement, Contractor will, if requested by Company, furnish written evidence satisfactory to Company that (i) all claims or demands of Contractor and of its Agents have been paid, (ii) all wages, benefits, and sums withheld pursuant to applicable laws have been paid, and (iii) all other items and matters used by Contractor in its performance of this Agreement have been paid for. Such written evidence will be furnished on such forms and in such a manner as may be reasonably requested by Company and all statements made by Contractor relative thereto will be made by affidavit or under penalty of perjury. Company may, on

Contractor's behalf, pay and satisfy any Agent furnishing labor or materials to Contractor in the performance of the Work, including any Person who may have a cause of action against any surety of Company or lien rights against the Work Site or any part thereof. Such payment, in Company's sole discretion, may be made directly to any Agent or jointly to Contractor and such Agent. Direct payment may at Company's option include Contractor's payroll obligations incurred. Contractor will indemnify and hold Company harmless from all claims by any of its Agents relating to any Work, including claims of non-payment. Nothing contained in this section specifically, or in this Agreement generally, will be construed to be for the benefit of any Person not a party to this Agreement, and no third-party beneficiary rights are created hereby.

18. **TRADE SECRETS.** As used in this Agreement, the term "Trade Secrets" will be broadly interpreted to include all information relating to Company's operations, services, clients or potential clients, and any information which gives Company a business advantage over its competitors. Contractor agrees that all Trade Secrets are and will remain the sole and exclusive property of Company, whether or not Contractor participated in the development or acquisition of same. Contractor agrees that it and its Agents (i) will maintain the Trade Secrets in the strictest confidence and not disclose any Trade Secret to any Person, and (ii) will not use any Trade Secrets for any purpose other than for the performance of the Work, and specifically not for its own benefit or the benefit of any Person other than Company, and (iii) will return all Trade Secrets, including all copies thereof, to Company upon request or upon termination of this Agreement. Contractor will take all steps necessary to ensure that its Agents understand and comply with the requirements of this section. If Contractor or its Agents fails to maintain the confidentiality of any information covered by this section, Company retains the right to pursue any and all remedies available with respect to the misuse, misappropriation, or unauthorized dissemination of such information, by Contractor or its Agents, including, but not limited to, obtaining a temporary restraining order, preliminary injunction or other appropriate form of equitable relief from any court of competent jurisdiction. Nothing contained herein will limit the right of either party to declare the other party in default under this Agreement or to seek monetary damages in addition to such injunctive relief.
19. **NONSOLICITATION.** CONTRACTOR HEREBY AGREES THAT DURING THE TERM OF THIS AGREEMENT AND FOR TWO YEARS AFTER TERMINATION HEREOF FOR ANY REASON, CONTRACTOR WILL NOT (I) RECRUIT, SOLICIT OR PERFORM ANY WORK FOR, OR RECEIVE ANY COMPENSATION FROM, ANY PERSON FOR WHOM CONTRACTOR PERFORMED SERVICES OR PROVIDED PRODUCT DURING THE TERM OF THIS AGREEMENT, (II) INDUCE OR ATTEMPT TO INDUCE ANY CUSTOMER, SUPPLIER, OR OTHER BUSINESS RELATION OF COMPANY TO CEASE DOING BUSINESS WITH COMPANY, (III) INTERFERE IN ANY WAY WITH THE RELATIONSHIP BETWEEN ANY CUSTOMER OR BUSINESS RELATION AND COMPANY, OR (IV) SOLICIT OR ATTEMPT TO SOLICIT ANY OF COMPANY'S EMPLOYEES TO TERMINATE THEIR EMPLOYMENT WITH COMPANY OR ACCEPT EMPLOYMENT WITH ANOTHER PERSON.
20. **INSURANCE**
- a. Contractor will, at its sole cost and expense, obtain and maintain insurance with the following types of coverage and limits of liability:
- i. Workers Compensation & Employers Liability\$
    1. \$500,000 Each Accident
    2. \$500,000 Disease – Each Employee
    3. \$ 500,000 Disease – Policy Limit
  - ii. Commercial Automobile Liability
    1. \$1,000,000 Combined Single Limit
  - iii. General Liability
    1. \$1,000,000 Each Occurrence
    2. \$2,000,000 General Aggregate Per Project/Location
    3. \$2,000,000 Products/Completed Operations Aggregate
    4. \$1,000,000 Personal & Advertising Injury Limit
    5. \$ 50,000 Fire Damage Legal Any One Fire
  - iv. Additionally this General Liability policy should include the following coverage:
    1. Premises and Operations Liability coverage
    2. Owners and Contractors Protective Liability coverage
    3. Products and Completed Operations Liability coverage
    4. Broad Form Property Damage Liability coverage including Completed Operation Coverage

5. Blanket Contractual Liability coverage including, to the maximum extent possible, coverage for indemnification of Contractor contained in this Agreement and the obligations under this Agreement
  6. Environmental/Pollution Liability coverage, if required by Company (e.g. for HVAC, mold and asbestos remediation) in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate
  7. Professional Liability coverage, if required by Company (e.g. for Engineers) in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate
- v. And, such other insurance in such amounts, as may from time to time be reasonably required by Company against the same or other insurable hazards
- b. CONTRACTOR WILL DELIVER TO COMPANY A WAIVER OF SUBROGATION OF ANY RIGHTS THAT ITS INSURERS MAY HAVE OR ACQUIRE AGAINST THE ADDITIONAL INSURED BY VIRTUE OF PAYMENT OF ANY SUCH LOSS COVERED BY SUCH INSURANCE. Contractor, for itself and on behalf of its insurers, to the extent legally possible without voiding the insurance required under this Agreement, hereby waives and releases Company from liability for any loss, damage or loss of property relating to the Work or at the Work Site, which loss or damage is covered by said insurance.
- c. All insurance policies that Contractor is to maintain under this Agreement, with the exception of the Workers' Compensation and Employer's Liability policies, will name Company as an additional insured. The additional insured will be provided the same coverage as provided Contractor, and such additional insured coverage will include completed operations coverage. All policies will provide that the additional insured coverage will be primary and that any other insurance coverage carried by or otherwise available to the additional insured will be excess and will not contribute with this additional insured coverage. All endorsements and exclusions effecting such additional insured coverage must be provided to, reviewed by, and found acceptable by Company.
- d. PRIOR TO EXECUTING THIS AGREEMENT, CONTRACTOR WILL GIVE COMPANY A CERTIFICATE OF INSURANCE ISSUED BY THE INSURANCE CARRIER PROVIDING COVERAGE, ACCOMPANIED BY THE ENDORSEMENTS SHOWING THE REQUIRED ADDITIONAL INSURED COVERAGE, A COPY OF EACH INSURANCE POLICY AND EVIDENCE OF PREMIUM PAYMENTS. These documents must be satisfactory to Company. Throughout the term of this Agreement, Contractor will furnish Company with the documentation described in the preceding sentence evidencing renewal of all insurance required to be maintained by Contractor under this Agreement not less than 30 days prior to the expiration of the insurance.
- e. Each insurance policy carried pursuant to this Agreement must be issued by an insurance company acceptable to Company, licensed to do business in Colorado, with a rating classification of "B+" or better, and provide that such insurance will not be cancelable, be subject to nonrenewal, or otherwise be subject to material modification, except with 30 days' prior written notice to Company. Contractor will maintain all such policies from the time that any Work is commenced, through the expiration of Contractor's warranty period, as same may be extended for any required Warranty Work. In addition, Commercial General Liability Insurance coverage, including additional insured coverage for Company, will be maintained in force until expiration of the applicable statute of limitations for claims related to latent defects and construction improvements for real estate. Insurance required by this Agreement may be part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required hereby and does not reduce the coverage or impair the rights of Company under this Agreement.
- f. Contractor hereby agrees to immediately notify Company of any notice of cancellation received from an insurance carrier relating to a policy required by this Agreement.
  - g. If Contractor, with Company's express written permission, subcontracts any portion of its duties, including the obtaining of materials or equipment from any source other than Company, Contractor will require such Person to purchase and maintain insurance coverage of the same type, requirements and limits as provided in this section. Contractor will give Company all documents evidencing same.
  - h. In the event Contractor fails to maintain the insurance coverage required by this Agreement, such action will constitute a material breach of this Agreement entitling Company to exercise any and all rights and remedies under this Agreement. In addition, Company may, at its option, purchase such coverage and back charge the expense to Contractor
- 21. TERMINATION**
- a. At its sole option, Company may terminate this Agreement at any time for any reason. If Company terminates this Agreement for a reason other than Contractor's breach of or failure to perform any obligation arising under this



Agreement, Company will pay Contractor the applicable price for the Work which is completed and accepted by Company. If this Agreement is terminated by Company as a result of Contractor's breach or failure to perform any obligation arising under this Agreement, Company will have the right, in addition to all other remedies available to it, including those set forth in Section 22 to offset any of its damages resulting from Contractor's breach against any payments due to Contractor.

- b. Contractor may terminate this Agreement upon 30 days' prior written notice for any reason. Contractor will have the right to suspend performance of the Work on the Work Site (i) upon written notice if any court or other Government Agency having jurisdiction over the Work Site orders the Work to be stopped for 90 days or more through no fault of Contractor or its Agents, or (ii) upon five days' prior written notice if Company should fail to act upon any fully documented request for payment within 60 days after it is presented in accordance with all of the requirements of this Agreement.

## 22. BREACH

- a. Contractor will be in material default and breach of this Agreement if:
  - i. Contractor or its Agents fail to comply with any provision of this Agreement or are negligent in the performance of the Work
  - ii. Any person files or threatens to file a claim of lien or any other claim against Company as a result of Contractor's acts or omissions
  - iii. Contractor is unable to meet its financial obligations, files for protection under the bankruptcy laws of the United States of America, or has a receiver appointed on account of insolvency
  - iv. Contractor infringes upon or violates any third-party proprietary rights in the performance of the Work.
- b. In the event Contractor breaches this Agreement, Company may terminate this Agreement without prejudice to any other rights or remedies available to it under applicable laws or in equity, or Company may, without terminating this Agreement:
  - i. Require Contractor, at its own expense to replace and correct Defects, and cure such other defaults as may exist in the performance of Contractor's obligations within 24 hours of notification
  - ii. Engage other Persons to correct and repair Defects or to complete the Work without further notice
  - iii. Engage other Persons to perform such portion of the Work or furnish any materials or services as Company, in its sole discretion, may deem necessary to avoid delay in the progress of the Work
  - iv. Use any of Contractor's materials or equipment on the Work Site to complete the Work or correct Defects (Contractor agrees to not remove such materials and equipment from the Work Site unless so directed in writing by Company)
  - v. Pursue any other rights or remedies available to it under applicable Laws or in equity
- c. Contractor agrees as follows:
  - i. To the fullest extent permitted by law, Contractor will indemnify, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by Company), and hold harmless Company, affiliated companies of Company, their partners, affiliates, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses, judgments, settlements, fines, penalties, trademark, copyright, and any liabilities, costs and expenses (including, without limitation, investigative and repair costs, in-house legal costs and expenses, including reasonably allocated salaries and overhead), attorneys' fees, disbursements and court costs, and all other professional, expert, or consultants' fees and costs of every kind and nature whatsoever) ("Claims"), which arise out of or are in any way connected with the Work performed, materials furnished, or services provided under this Agreement by Contractor or its Agents. Contractor's duty to indemnify, defend and hold harmless hereunder will apply to any act or omission, willful misconduct, or negligent conduct on the part of Contractor, any of its Agents, employees, or any person for whom Contractor may be liable.
  - ii. The indemnification obligations of Contractor under this Agreement will NOT be limited by the amounts or types of insurance (or the deductible or self insured retention amounts of such insurance), which Contractor is required to carry under this Agreement. The Indemnified Parties' rights to indemnification by Contractor under this Paragraph will be independent of the Indemnified Parties' rights under the insurance to be provided by Contractor under this Agreement.

- iii. Contractor's indemnification and defense obligations hereunder will extend to claims occurring after this Agreement is terminated, and will continue until it is determined by final judgment that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.
- iv. Contractor's liability for indemnification and defense hereunder is in addition to any liability Contractor may have to the Indemnified Parties for a breach by Contractor of any of the provisions of this Agreement. The indemnification obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that exists as to any Indemnified Party. The provisions of this section will not apply to any claims that arise out of the sole gross negligence or willful misconduct of the Indemnified Parties.
- v. Contractor will reimburse Company for any Claims or losses incurred by Company within five (5) business days of notification from Company. Company may deduct payments made from any monies due or to become due to Contractor pursuant to this Agreement or any other agreement with Company. Company may withhold from any monies due to Contractor such sums as Company will deem reasonably necessary to protect Company from any Claims under this section.
- vi. Contractor and Company acknowledge that during its performance of this Agreement, Contractor may also be under contract with Company or its affiliate for work at other projects. At Company's sole election, a breach in the performance of Contractor's obligation under any other agreement with Company, or Company's affiliate, will constitute a breach by Contractor under this Agreement.

**23. MISCELLANEOUS**

- a. In no event will Company be obligated to authorize Contractor to work on any Work Site. Company may engage others to accomplish work of the same trade, including at the same Work Site that Company is performing Work.
- b. Contractor, in the performance of its Work, is an independent contractor and is solely responsible for the employment, acts, omissions and control of its Agents. Nothing contained in this Agreement will authorize Contractor to create any obligation of, or otherwise bind, Company in any manner.
- c. Unless otherwise specified herein, any notice given in accordance with this Agreement may be given either by personal delivery, facsimile, email or by certified mail, return receipt requested, sent to Company at 2301 S. Jason St, Denver, CO 80223.
- d. Notice will be deemed given upon the earlier of actual receipt or (i) five days after deposit of such notice in the U.S. Mail, postage prepaid, addressed as noted above, (ii) upon receipt of confirmation of delivery by a reputable courier, or (iii) upon receipt of confirmation of facsimile transmission of such notice
- e. Exhibit A attached hereto, all POs (including the estimates, purchase orders and any details, plans, specifications, standards or drawings, relating to the Work provided by Company to Contractor), including the Contractor Policies & Procedures and the Work Site Policies and Conduct Requirements, are incorporated herein by reference. This Agreement, including Exhibit A and all POs, the Contractor Policies & Procedures and the Work Site Policies and Conduct Requirements, constitute the entire Agreement between Company and Contractor relating to the subject matter hereof and supersede all prior agreements and understandings, oral or written. Except as expressly provided herein, this Agreement may only be modified by written amendment executed by Company and Contractor, provided however that Company may modify Exhibit A in its sole discretion.
- f. The laws of the State Colorado, without regard to conflict of laws principles, will govern this Agreement. Contractor hereby waives and relinquishes its right to commence or maintain an action at law or in equity arising out of this Agreement in any place other than the City and County of Denver, State of Colorado.
- g. The parties hereto agree that upon the violation of the provisions hereof, and specifically Sections 18 and 19, monetary damages would be inadequate. The parties therefore agree that upon the existence of any such violation or threatened violation, either party may obtain a temporary restraining order, preliminary injunction or other appropriate form of equitable relief from any court of competent jurisdiction. Nothing contained herein will limit the right of either party to declare the other party in default under this Agreement or to seek monetary or other damages in addition to such injunctive relief or substitution therefore.
- h. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the same will not affect any other portion of this Agreement and the remainder will be effective as though such provision had not been contained herein.
- i. Contractor may not assign or transfer this Agreement, or any part hereof, or make an assignment or transfer of any

monies payable to Contractor pursuant to this Agreement, without the prior written authorization of Company. Company may assign this Agreement and its rights and obligations hereunder to any Person, and this Agreement may be assumed and will inure to the benefit of Company's successors and assigns, without the consent of Contractor.

- j. Either party's failure to insist upon strict compliance with any provision hereof or failure to enforce any rights or remedy in any instance will not constitute or be deemed to be a waiver of such provision, right or remedy in the absence of a signed writing by such party agreeing to such waiver.
- k. Employees, officers, and directors of Company or its affiliates may not use their position with Company to personally benefit from the purchase of goods or services from a supplier or contractor. Company employees, officers and directors are prohibited from utilizing the services of, or obtaining goods from, suppliers or contractors for personal work, repairs, or construction exceeding \$500.00 without the prior approval of Company's President or Vice President. Contractor acknowledges that Contractor will not encourage or in any manner participate in any course of conduct or activities which would cause a violation of the policies described in this section.
- l. As a condition precedent to Contractor or its Agent recording or filing any lien under or relating to this Agreement, Contractor and its Agents will first submit notice of intent to file a lien with Company via certified U.S. Mail, first class, postage prepaid, and return receipt, along with all supporting documentation purporting to substantiate such lien enclosed therewith, and will thereafter meet with Company in person to review such documentation and surrounding circumstances. Contractor further agrees that Contractor and its Agents will not record or file any lien in any real property records until not less than ten business days after Company has received such supporting documentation, as evidenced by the date shown on the return receipt.
- m. Contractor hereby agrees to release and waive any rights it or its subcontractors or materialmen may have under Colorado statutes and common law regarding mechanic's liens, stop notices, or bond rights that the undersigned may have regarding any and all Work performed pursuant to this Agreement.
- n. TO THE EXTENT PERMITTED BY LAW, COMPANY AND CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AGREE THAT EACH SHALL, AND DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY, BETWEEN OR AGAINST THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS MADE FREELY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EACH OF THE PARTIES HERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL.
- o. If any party institutes any action, whether legal or equitable, to enforce or construe any term or provision of this Agreement, the prevailing party in such action will be entitled to collect from the adverse party thereto its reasonable costs and attorneys' fees.
- p. NONDISPARAGEMENT: ABBOTTS encourages open and honest communications with all contractors. Any concerns that a contractor may have about any aspect of the Company, or how it conducts its business, should be communicated with Abbotts Management. The Company will take all such feedback seriously and make appropriate changes where practical. Contractors and the Company agree not to make any disparaging comments, or publish any disparaging information, about one another, including through social media or otherwise on the Internet.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

ABBOTTS FIRE & FLOOD

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACTOR POLICIES & PROCEDURES

These policies and procedures are effective as of March 18, 2017, and supersede any prior written or verbal policies or procedures relating to the matters addressed below.

### CONTRACTOR SETUP (PRIOR TO START OF ANY WORK)

1. Abbotts Fire & Flood must have a fully executed Contractor Agreement on file, including all insurance certificates and other documents required under the Contractor Agreement.
2. All contractor insurance must be issued by an insurance company rated A- or better by A.M. Best. All liability policies must include coverage for work performed by contractor on residential properties, and may not limit or exclude Abbotts Fire & Flood's rights under the Contractor Agreement.

### CONTRACT AUTHORIZATION (PRIOR TO START OF ANY WORK)

1. A Purchase Order ("PO") is required **in advance** on **EVERY** job assignment. The PO, together with the approved estimate, defines the terms and conditions of the work agreed to by Abbotts Fire & Flood and Contractor. The PO provides the Contractor with authorization to start the work. **ANY** work completed without a PO is not authorized by Abbotts Fire & Flood and will not be accepted for payment.
2. A verbal PO will **ONLY** be provided for work **REQUIRED** on an after hours, emergency service basis. For all verbal POs, Contractor is solely responsible for obtaining a written PO from Abbotts Fire & Flood by the next business day. Any verbal PO related issues will be directed to Abbotts Fire & Flood's Director of Finance.
3. For all non-structure related work and emergency services (e.g., fabric restoration, mechanical cleaning, structure board-up and shoring, temporary power, electronic restoration, etc.), Abbotts Fire & Flood will only provide Contractor with a PO but not an approved estimate. Once the price of the work performed is determined and accepted by Company, the PO will be updated accordingly.
4. For all structure related reconstruction and non-emergency work (e.g., carpentry, plumbing, electrical, mechanical, roofing, flooring, drywall, painting, etc.), Abbotts Fire & Flood will provide contractor with a detailed estimate and PO. The estimate will define the scope of work in detail, line by line, the work that the contractor is **REQUIRED** to complete in order to fulfill the contract. Contractor must complete all lines item EXACTLY as described in the estimate. Any and all modifications contractor may have to the estimate must be approved in writing with a new or updated PO prior to the start of **ANY** work.

### PAYMENT AND INVOICING

1. Within 7 days of completion of each project, Contractor will provide Abbotts Fire & Flood with the following:
  - a. Contractor's Invoice referencing the PO number.
  - b. Certificate of Completion
  - c. Conditional Lien Waiver form (if applicable)
2. Invoices will be paid in accordance with the terms provided on the PO.
3. Each PO must be invoiced separately even if performed for the same job.
4. All invoices must be addressed to the Accounting Department, 2301 S Jason St, Denver, CO 80223 or [accounting@goabbotts.com](mailto:accounting@goabbotts.com).
5. Each invoice submitted must reference the customer name, job number, job address, and PO number.

### CHANGE ORDER (PRIOR TO START OF ANY WORK)

1. All changes to work **MUST** follow the procedures outlined in the Contract Authorization and Invoicing sections of this document. Any work completed without a new or updated PO will not be accepted for payment.

**WORK SITE POLICIES AND CONDUCT REQUIREMENTS**

1. Contractor, and its employees, agents and approved contractors, will at all times comply with the Work Site Policies and Conduct Requirements, as may be amended by Abbotts Fire & Flood from time to time, while at the Work Site.

**WARRANTY WORK**

1. All warranty work initiated under the Abbotts Fire & Flood contract and performed by a contractor must be accompanied by a PO.

## Work Site Policies and Conduct Requirements

Abbotts Fire and Flood believes that its employees and contractors are valuable contributors to a dynamic business whose continued success depends on the legal and ethical behavior of its employees and agents. As such, employees and contractors have a responsibility to act with honesty and integrity. Each employee and contractor must accept personal accountability for his or her behavior and compliance with applicable policies.

The principles reflected in this document set the minimum standards by which employees and contractors must conduct their professional lives. At their core is an unwavering commitment to the customer, compliance with all applicable laws and respect for your colleagues and others with whom we deal in our business. While we compete vigorously, we must do so within the scope of these policies and requirements.

Ethics and integrity questions can be complex. These guidelines cannot address every workplace situation. Sometimes, a law or policy clearly dictates the outcome. More often, a situation will require interpretation to decide a fair and reasonable course of action. When faced with a decision, ask yourself these basic questions about the situation:

- What feels right or wrong about the situation or action?
- Is your action consistent with Abbotts Guiding Principles, policy and guidelines, and applicable law?
- How might your decision or course of action affect others – customers, suppliers, contractors, partners, competitors, the community, other employees, the Company?
- How might your decision or course of action appear to others? An innocent action can result in the appearance of wrongdoing.
- Have you fully explored the consequences of your decision?
- Would additional advice be helpful? Your supervisor knows you and your job and is usually in the best position to help. If you believe your supervisor is not able to resolve your question or problem, contact Human Resources.

No code of conduct or statement of policy can cover all circumstances or anticipate every situation. Consequently, employees and contractors encountering situations not addressed specifically by by Company policies should apply their following Guiding Principles to the situation, along with their own personal integrity and the highest ethical standards observed by honorable people.

### Our Guiding Principles

#### 1. Put People First.

Our commitment is to put people first. People are at the heart of our organization: Customers, Employees, Contractors, and Vendors. A family owned and operated company, we embody old-fashioned, small-town family values - when your word was your bond and a handshake was as good as a contract. We ensure an equilibrium and balanced approach for all stakeholders. We understand what customers are going through. Customers are at the heart of what we do. We guide them through the process always leaving them better off

than we found them. In times of chaos we prevent disaster from becoming tragedy. By communicating the purpose and meaning of our work, we provide trust, stability, compassion, and hope.

## **2. Always Do Our Best.**

We strive for excellence in who we are and all that we do. We serve our customers and support our community by restoring damaged property through quality service. We take pride in quality people, quality workmanship, and quality materials. With the latest training and current technology, our craftsmen are able to do their work effectively and efficiently. We strive to ensure a positive customer experience while meeting deadlines, reducing waste, and holding costs down.

We realize that we can do anything but we can't do everything and do it well so we focus our attention. We know that our best is going to change from moment to moment. Under any circumstance, we simply do our best. We avoid self-judgment, self-abuse, and regret. If we make a mistake, we own it. We avoid casting blame. We foster a positive, strengths-based workplace with a family spirit. We strive to create a learning organization, an environment that fosters the pursuit of growth and learning that brings out the best in everyone.

## **3. Teamwork and Collaboration Rule.**

We rely on each other to get work done. Team members are positioned so that each can do what he/she does best. We recognized that we are a group of imperfect but talented contributors who are valued for their strengths and who need one another to realize individual and team excellence. We seek to understand the needs of our internal customers so that we can meet and exceed those expectations. We focus on priorities, generate unity, work smarter (not harder) all while having fun. We embrace a climate of trust, stability, compassion and hope. We are empowered do what is necessary to make our teams successful. We provide the tools, resources, and environment to be successful.

## **4. Be Impeccable with Your Word.**

Integrity is doing the right thing when no one is looking. We speak and act with integrity. We lead by example, say what we mean and mean what we say. We follow through on commitments. We avoid speak against ourselves gossiping about others. We use the power of our words in the direction of truth and love. We recognize that we are all human and make mistakes. We build each other up. Honoring our humanity, we hold each other gently accountable.

## **5. Don't Take Anything Personally.**

People need one another. We believe that people are fundamentally good and want to do good work. Nothing others do is because of you. What others say and do is a projection of their own reality, their own dream. When you are immune to the opinions and actions of others, you won't be the victim of needless suffering.

## **6. Don't Make Assumptions.**



We lead with positive intent. We understand that differences are advantages but the differences - in personalities, values, approaches - may lead to misunderstandings. We give each other grace, the benefit of the doubt. We find the courage to ask questions and to express what we really want. We communicate with others as clearly as we can to avoid misunderstandings, sadness and drama. We do not avoid difficult conversations or engage in passive-aggressive behavior. We create a climate of trust and seek first to understand.

### **7. Great just isn't good enough.**

Our ability to succeed depends on our ability to focus on the “vital few” instead of the “trivial many”. We leverage process standardization, process automation and technology to work smarter not harder. With a relentless focus on the customer, we innovate and automate to improve the customer experience and reduce waste. We realize that the more we can automate laborious, routine tasks, the more time we will be able to spend working on the “vital few” that are truly meaningful and add value - to the customer, to our team and to our lives.

### **Work Site Safety**

Abbotts Fire & Flood is committed to providing safe and healthy workplace setting to prevent accidents and injury to health. Most accidents and injuries are preventable. It is the policy of Abbotts Fire & Flood to ensure contractors are conducting their business in a manner which promotes a safe and healthful work environment. In addition to requiring that each contractor carry necessary insurance for their trade, contractors shall adopt responsible measures to identify, mitigate and remedy health and safety risks expediently. Specifically:

- Ensure employees and contractors are appropriately trained for the work they are performing and are supervised.
- Hold regular safety meetings.
- Supply safety equipment required for the trade being performed.
- Furnish fall protection at 6 feet for all trades and craftsman.
- Comply immediately with safety directives given by Abbotts Fire & Flood, OSHA or any state/municipal agency.

### **Work Environment Free from Harassment**

Our people are our most important asset. We expect all employees and contractors to treat their colleagues with respect and to observe the highest standards of collegiality. Abbotts Fire & Flood will not tolerate any form of harassment against any employee or contractor. All employees and contractors must avoid any behavior or conduct that could reasonably be interpreted as harassment.

### **Professionalism is Paramount**

The Company's reputation for integrity is tested every day by the way you treat the people with whom you do business. Honesty, fairness and keeping commitments must be hallmarks of the way you do business. Employees and contractors must maintain a visual identity that represents professionalism. Clothes must be neat, clean and reflect professionalism. Additionally, employees and contractors should exhibit a courteous,

conscientious, and generally businesslike manner including protecting furniture and floors, securing the worksite, and maintaining a clean worksite.

Abbotts Fire and Flood is committed to drug-free workplace and tobacco free work environment. Employees and contractors agree to keep illegal drugs, alcohol and weapons away from the workplace. Abbott's Fire & Flood prohibits the use, possession, distribution, selling or manufacturing of any illegal drugs or any alcohol or any illicit or improper use of prescribed drugs on Company property or on the job (including in Company vehicles) or, except as otherwise authorized by law, the possession of any dangerous weapon or firearm on Company property or on the job (including in Company vehicles). Employees may not be under the influence of either drugs or alcohol while on Company property or while conducting Company business. Moderate use of alcohol served at official Company functions or while on Company business conducted on or off Company property is acceptable if reasonable under the circumstances, and provided that the employee complies with legal driving and other guidelines and laws.

Abbotts Fire & Flood expects its employees and contractors to refrain from using inappropriate language when communicating with others. Inappropriate language includes unwanted, deliberate, repeated, unsolicited profanity, cussing, swearing, and vulgar, insulting, abusive or crude language. Threats, threatening and abusive behavior, or acts of violence (verbal or physical) against employees, customers or other individuals or against Company property by anyone on Company premises or while on Company business will not be tolerated.

## **Compliance with the Law**

Abbott's Fire & Flood strives to be an honorable company and employer. Employees, contractors and agents must always operate within the law in all business dealings. Employees and contractors have a personal responsibility to become familiar and comply with the laws and regulations related to their job responsibilities.

## **Reporting Complaints**

The Company will take necessary steps to stop unlawful or unethical behavior and will take appropriate disciplinary action (up to and including termination) against those who violate Company policies and/or (even if such violations do not constitute a violation of law) or for such other reasons as the Company deems appropriate, including taking action against individuals responsible for the failure to reasonably detect a violation or to supervise employees in the fulfillment of their responsibilities in a manner consistent with this Code and other Company policies. All employees are expected to cooperate fully in any investigation of a complaint under this Code or related Company policies.

If an employee or contractor becomes aware of a breach or violation of, or otherwise seeks to register a complaint or concern related to Company policy or applicable law he or she should report the breach, violation, complaint or concern by contacting Human Resources.



Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	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) ▶ _____	
	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	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)		

<b>Part I Taxpayer Identification Number (TIN)</b> 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 <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]</td> <td></td> </tr> </table>	Social security number		[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
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<b>Part II Certification</b> 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), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<b>Certification instructions.</b> 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 3.			
<b>Sign Here</b>	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature of U.S. person ▶</td> <td style="width: 40%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

### General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

# Declaration of Independent Contractor Status Form

According to the Colorado Workers' Compensation Act, a person is an independent contractor, not an employee, if *both* of the following statements are true.

1. He/she is free from control and direction in the performance of the service (unless control is exercised under the requirement of any state or federal statute or regulation).
2. He/she is customarily engaged in an independent trade, occupation, profession, or business related to the services performed.

The Colorado Workers' Compensation Act also outlines nine criteria (listed on page 2) to help determine whether or not the above statements are true. For an individual to be considered an independent contractor, he/she must meet only those criteria that are appropriate to the situation. He/she does not need to meet all of the nine criteria.

This Declaration of Independent Contractor Status Form documents the business relationship as defined in the Colorado Workers' Compensation Act. *It is the responsibility of our policyholders and their independent contractor(s) to correctly and truthfully complete this form.* Pinnacol Assurance will accept this form only when it is initialed where applicable, signed, and notarized by both parties. If you do not understand this form, do not sign it.

If you have any questions, please contact your Pinnacol Assurance underwriter at 303.361.4000 or 800.873.7242.

**Please make copies of this form as needed. You should complete this form only once for each independent contractor for the lifetime of your Pinnacol policy or until the business relationship changes.**

**This form is not valid unless a signed and notarized copy of the form is returned to Pinnacol Assurance. Keep the original for your records and send a copy to Pinnacol. You can do this the following ways:**

- **Mail:** Pinnacol Assurance  
P.O. Box 469011  
Denver, CO 80246-9011
- **Email:** [customer\\_service@pinnacol.com](mailto:customer_service@pinnacol.com)
- **Fax:** 303.631.5000

# Declaration of Independent Contractor Status Form

We certify **UNDER PENALTY OF PERJURY** that (insert **contractor's name and trade name** below):

Name: \_\_\_\_\_ Trade name: \_\_\_\_\_

Performing (type of work): \_\_\_\_\_

Federal Employer Identification #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Is an independent contractor (**IC**) and is not an employee of the following policyholder (**PH**):

Policyholder's name: \_\_\_\_\_

Address: \_\_\_\_\_

Policy #: \_\_\_\_\_ Phone: \_\_\_\_\_

We also certify, by **OUR** initials **WHERE APPLICABLE**, that the above business for which the above individual performs services meet the following criteria:

- IC\_\_PH.\_\_\_1.** The business **DOES NOT** require the individual to work **ONLY** for the business for whom services are performed (except that the individual may **DECIDE** to work only for the business for a definite period);
- IC\_\_PH.\_\_\_2.** The business **DOES NOT** establish a quality standard for the individual (except that the business may provide plans and specifications regarding work but cannot oversee the actual work or instruct the individual as to how work will be performed);
- IC\_\_PH.\_\_\_3.** The business **DOES NOT** pay the individual a salary or an hourly rate instead of a fixed or contract rate;
- IC\_\_PH.\_\_\_4.** The business **DOES NOT** terminate the work or the service provided during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of the contract;
- IC\_\_PH.\_\_\_5.** The business **DOES NOT** provide more than minimal training for the individual;
- IC\_\_PH.\_\_\_6.** The business **DOES NOT** provide tools or benefits to the individual (except that materials and equipment may be supplied);
- IC\_\_PH.\_\_\_7.** The business **DOES NOT** dictate the time of performance (except that a completion schedule and a range of agreeable work hours may be established);
- IC\_\_PH.\_\_\_8.** The business **DOES NOT** pay the individual personally instead of making payment or checks payable to the trade or business name of the individual;
- IC\_\_PH.\_\_\_9.** The business **DOES NOT** combine the business operations in any way with the individual's business operations instead of maintaining all such operations separately and distinctly.

**Do not forget to complete page 3 of this form, which contains the Certification by the Independent Contractor. This certification must be signed and notarized.**

**Certification by Independent Contractor**

**The independent contractor understands that he/she:**

- **Will not be entitled to any workers’ compensation benefits in the event of injury.**
- **Is obligated to pay all federal and state income tax on all money earned while performing services for the business.**
- **Is required to provide workers’ compensation insurance for all workers that he/she hires.**

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

Last four digits of Social Security #: **XXX – XX** – \_\_\_\_\_ (please do not provide us with your complete social Security #)

Acceptance of the Independent Contractor named on this form does not change any party’s responsibility under the Workers’ Compensation Act. If individuals or organizations hired or contracted by the Independent Contractor are not covered by other workers’ compensation insurance, the policyholder specified on this form will be charged premium for coverage of those individuals or organizations.

**Notary Public**

State of Colorado )  
 ) §§  
County of ) \_\_\_\_\_

Subscribed and sworn before me by: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

Commission expires: \_\_\_\_\_

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

**Certification By Pinnacol Policyholder**

I certify that I am authorized by the business listed above to state that all of the information on this form is true and accurate. I understand that if the above person does not qualify for independent contractor status, the proper premium can be assessed.

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

Policy # or Federal Employer Identification #: \_\_\_\_\_

**Notary Public**

State of Colorado )  
 ) §§  
County of ) \_\_\_\_\_

Subscribed and sworn before me by: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

Commission expires: \_\_\_\_\_

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

## Vendor ACH/Direct Deposit Authorization Form Abbotts Fire and Flood Accounts Payable

### 1. Please Check One:

NEW Direct Deposit     
  CHANGE Direct Deposit     
  CANCEL Direct Deposit

### 2. Vendor/Payee Information

Name:

Address:

Contact Person's Name (if other than Payee):

Telephone Number:

Email Address:

### 3. Financial Institution Information

Bank Information:

Bank Address:

Name On Bank Account:

Bank Account Number:

Nine-Digit Bank Routing/Transit Number (ABA):

Type of Account:     
  Checking     
  Savings

**4. Approvals/Authorizations-** I certify that the information provided on this form is correct, and i hereby authorize Abbotts Fire and Flood Accounts Payable to electronically deposit payments to the bank account designated above. is my responsibility to notify Abbotts Fire and Flood AP [accounting@goabbotts.com](mailto:accounting@goabbotts.com) or (303) 975-4000) immediately if believe there is a discrepancy between the amount deposited into my bank account and the amount of the invoice(s) paid. I understand that I must notify Abbotts Fire and Flood immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until Abbotts Fire and Flood AP ha received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, whi should take no longer than seven to ten business days.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Office of Accounts Payable Use Only

Date Stamp - Received

Please return to [accounting@goabbotts.com](mailto:accounting@goabbotts.com)