



## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between SunGlo Restoration Services, Inc. ("SunGlo") and \_\_\_\_\_ ("Subcontractor"). SunGlo and Subcontractor are each a Party and together are the "Parties"

### **RECITALS**

**Whereas**, SunGlo is in the business of providing property restoration services to companies and individuals who have sustained a casualty loss and/or those who seek to renovate their real and/or personal properties:

**Whereas**, SunGlo desires to have the Subcontractor perform, for a limited duration those services set forth in this Agreement on a non-exclusive basis;

**Whereas**, the Subcontractor represents and warrants to SunGlo all of the following:

- A. It maintains its own business supplying goods and services to others;
- B. It provides services of the type being provided to SunGlo to other person(s) and/or entity(ies) and holds itself out for hire to other person(s), entity(ies) and/or the general public;
- C. It possesses the requisite skill and experience necessary to satisfy the requirements of this Agreement;
- D. It shall satisfy the requirements of this Agreement through the means and methods it deems most appropriate, provided however, that such means and methods are consistent with all applicable building codes and other applicable laws and SunGlo's general right of review and approval,
- E. It shall furnish its own materials, equipment and/or other instrumentalities necessary to perform the tasks set forth herein;
- F. It maintains its own insurance coverage for all perils, including unemployment compensation, accident, liability, and workers' compensation insurance, and
- G. It intends to enter into an Independent Subcontractor relationship and not an Employer-employee relationship;

**Whereas**, Subcontractor further represents and warrants that it is not currently subject to any non-competition, non-solicitation or any other similar agreement between itself and any past or present employer, partner, customer, client, associate, affiliate, contractor, or any other individual or entity that would in any way interfere with Subcontractor's right and/or ability to perform the services and/or to provide the goods required of Subcontractor as set forth in this Agreement;

**Whereas**, Subcontractor understands and agrees that the foregoing **Whereas** clauses (including all representations and warranties set forth therein) are not mere recitals, but are an integral part of this Agreement, are contractual in nature, are fully enforceable against Subcontractor. Subcontractor shall defend, indemnify and hold harmless SG from any claims, demands, actions and causes of action of any kind or nature whatsoever arising from any breach of the representations and warranties;

## **AGREEMENT**

**1. Independent Contractor Relationship:** Subcontractor's relationship to SunGlo shall be that of independent contractor and nothing herein shall be construed to be inconsistent with that relationship or status. Neither Subcontractor nor Subcontractor's employees and/or agents are intended to be, nor shall they be construed to be employees, agents or servants of SunGlo for any purposes. It is further understood that SunGlo retains the discretion to use other contractors from time to time to provide the same or similar services as those Subcontractor are to provided under this Agreement. It is further agreed that Subcontractor is free to contract for similar services to be performed for other person(s) and/or entity(ies), including those in the same business as SunGlo subject only to the provisions contained in Paragraphs 11 and 12 of this Agreement.

### **2. Duties and Responsibilities:**

(A) At all times while this Agreement is in effect, Subcontractor agrees to provide the services and/or to supply the following goods and materials set forth in an Accepted Proposal (as that term is defined in 2.B below), at SG's customer location(s). The services performed and goods and materials provided (collectively the "Work"), shall be provided in accordance with the Standards of Care set forth elsewhere in this Agreement. The Work shall also include the Subcontractor taking detailed pictures of all work it performs and sending the pictures to their respective SunGlo Project Superintendent. Subcontractor shall not subcontract any of the Work, unless agreed in advance in writing by SunGlo. SunGlo is interested only in the results to be achieved and Subcontractor is responsible for determining the method or means to complete the tasks to be performed job. However, the Work to be performed by Subcontractor must meet the approval of SunGlo and shall be subject to SunGlo's general right of inspection, refusal and/or removal to secure the satisfactory completion of all Work. It is agreed that Subcontractor shall ensure that its employees faithfully, diligently, ethically, lawfully, to the best of his/her/their/its ability, expertise and talents, and within all applicable standards of care, perform all Work. Subcontractor shall conduct criminal background checks as to all of its employees, contractors and agents that perform any work for Sunglo (and/or who will have access to Sunglo's or its Customer's information) and shall undertake all steps necessary (including but not limited to securing all authorizations necessary) to share the results of those criminal background checks with SunGlo. Any employee, contractor or agent of the Subcontractor who: (1) has a conviction, pled guilty to or has been arrested for a felony, or (2) has been convicted (or pled guilty to) a misdemeanor, shall not (to the full extent allowed under law) be permitted to provide services for SunGlo or its Customers, unless advance written permission is granted by SunGlo.

(B) Subcontractor shall provide to SunGlo a written proposal(s) for the Work it proposes to perform. The proposal(s) shall identify in detail all of the goods, materials and services that will be provided and performed and shall also state the price, date(s), time(s) and place(s) for performance of the Work. SunGlo will

then accept or reject the proposal(s). If SunGlo accepts a proposal, as evidenced by an authorized SunGlo representative's signature on the proposal, that proposal shall then be an "Accepted Proposal".

### **3. Standards of Care:**

(A) At all times while this Agreement is in effect, Subcontractor and its employees shall be currently licensed by the State of Michigan (if licensure is required by the State) as to the trade/profession for which the Subcontractor is being retained by Sunglo (and copies of said licensure shall be supplied to SunGlo upon the execution of this Agreement), and further Subcontractor and its employees agree to use their best efforts to promote the business of SunGlo and to faithfully, diligently, ethically, to the best of its ability, expertise and talents, and within all applicable standards of care, carry out the Work. Subcontractor and its employees shall maintain a level of conduct at least commensurate with the applicable standards of care applicable to the field in which the Subcontractor operates and any and all applicable laws and rules, whether currently in effect or those that may arise during the term of this Agreement.

(B) Among other standards, Subcontractor (and its employees) shall also adhere to the following rules and principles:

1. Subcontractor shall take no action that would negatively impact SunGlo's relations with other subcontractors;
2. Subcontractor shall treat the customers and their property, and their neighbor's property too, with respect and dignity;
3. Subcontractor shall keep agreed-upon appointments and shall let SunGlo know immediately if it will be late for any appointment;
4. Subcontractor shall obtain a sign off on any material selections the customer has made within its trade and provide a copy of the document to SunGlo. Should the Subcontractor not secure such sign off(s), Subcontractor shall be responsible for resolving all customer complaints relating to the selection(s) and further the Subcontractor shall be liable for all costs, fees and expenses that Sunglo may incur as a result of the failure to secure the sign off(s).
5. Subcontractor shall maintain a clean, orderly job site, and leave the job site clean at the end of every work day;
6. Subcontractor shall communicate regularly and completely with the SunGlo Project Manager/Superintendent and always report any concerns expressed by the customer and describe any corrective actions already taken or recommended;
7. Subcontractor shall complete all Work correctly and shall perform all warranty work. Subcontractor shall not, however, perform any work that is outside of its trade/profession, nor perform any work that a homeowner/insured/Sunglo customer may request the Subcontractor to perform unless and until SunGlo approves of such extra work in advance in writing;
8. Subcontractor shall provide SunGlo with a signed W-9 form, assumed name certificates and/or Articles of Incorporation/Organization;

9. Subcontractor shall use only new, quality goods and materials;

10. Subcontractor shall also:

- i. Be available 24/7/365 days a year within its trade;
- ii. Not charge service call fees unless the same are agreed upon in writing by SunGlo prior to providing such service(s);
- iii. Have vehicles that are professional looking and which identify its company;
- iv. Ensure that its employees wear its company uniforms on all SunGlo job sites;
- v. Ensure that its employees do not smoke inside or outside on any job site;
- vi. Ensure that its employees do not eat or drink, or use the bathroom in any home;
- vii. Ensure that its employees do not use foul language or have inappropriate conversations;
- viii. Protect the customer's property from potential damages by its Work;
- ix. Supervise all Work to ensure the safety of its employees;
- x. Report in writing job site safety issues to the SunGlo's Project Superintendent;
- xi. Provide background checks as to all of its employees when requested by SunGlo, and
- xii. Timely respond to problems with the Work that may be identified from time to time by SunGlo.

11. Subcontractor understands and agrees that any tools, equipment or other personal property it may bring to the Work is brought at the Subcontractor's sole risk. SunGlo shall have no liability for any loss or damage of or to any personal property used and/or brought by Subcontractor.

4. **Warranty**: Subcontractor shall warrant workmanship against any defects of any nature whatsoever (the "Warranty"), for a period of 5 years from the date of completion of the Work (the "Warranty Period"). Subcontractor shall effectuate any and all repairs and/or replacements requested by the customer and/or by SunGlo during the Warranty Period at no cost to either the customer and/or SunGlo. Subcontractor shall also abide by and assign any and all applicable manufacturer warranties to the customer as to all goods and materials supplied.

## 5. **Payment**

(A) Provided that: (i) the Subcontractor has complied with all of the terms and conditions of this Contract, (ii) the Work has been completed to SunGlo's satisfaction; (iii) the customer has executed a certificate of satisfaction, (iv) the Subcontractor has executed and delivered to SunGlo a full unconditional or conditional lien waiver, and (v) the Subcontractor has submitted an invoice(s) that conforms with the provisions of 5(B), and (vi) Subcontractor has taken pictures of all work it has performed and has submitted those pictures to the

respective SunGlo Project Superintendent, SunGlo shall then issue payment within approximately 30 to 60 days thereafter. Failure to comply with all of payment procedures will excuse SunGlo from its payment terms.

(B) All invoices shall be submitted within 30 days of its completion of the Work via [invoices@sunglo services.com](mailto:invoices@sunglo services.com). Failure to timely invoice for the Work will result in the Subcontractor's forfeiture of its costs and fees. Each invoice shall contain:

1. SunGlo's full/complete Job Number and the name of the SunGlo Superintendent;
2. Your Invoice Number and a date of the Invoice;
3. The customer's name and address;
4. The date the Work was completed;
5. A detailed description of the charges for materials and for labor (stated separately, as taxes may only be added to materials), and
6. A description of the Work actually performed.

*All invoices must be submitted to the above email address in a .PDF, .JPEG, .JPJ, .BMT, .PNG, .TIFF formats, only.*

(C) In the event that the Subcontractor fails to enroll in ACH payments via SunGlo's on line payment program and instead requires a paper written check, a fee of \$1.99 per paper check will be deducted from the invoiced amount.

(D) Subcontractor shall receive payment referred to above without deductions for employment, social security, FUTA, FICA, Single Business Tax, payroll or any other similar government taxes. No W-2 shall be issued by SunGlo to Subcontractor, but instead a 1099 shall be issued. Subcontractor shall be solely responsible for the payment of all taxes on any sums received by the Subcontractor. Subcontractor shall be responsible for paying all of its employees' wages and withholding taxes. Subcontractor shall be solely responsible to pay any and all taxes owed (including, but not limited to, income taxes, capital gains taxes, payroll taxes or any other tax that is due to any federal, state, local or other taxing authority). Subcontractor shall indemnify, defend and hold SunGlo harmless for and from any and all tax liabilities, including penalties and interest, related to any taxes which SunGlo may incur as a result Subcontractor's failure or refusal to pay any taxes due in connection with the payment. Subcontractor shall also indemnify, defend and hold SunGlo harmless of and from any and all tax liabilities, including penalties and interest, related to any taxes, which SunGlo may be assessed, by any taxing authority as a result of the Subcontractor receiving payment without tax withholdings being withheld by SunGlo.

6. **No Employee Benefits:** Subcontractor understands and agrees that neither it nor its employees shall be entitled to any wages or fringe benefits of any nature whatsoever from SunGlo and that neither it nor its employees will not be accorded seniority or any other employment rights from SunGlo.

7. **No Claims For Unemployment or Worker's Compensation By Contractor:** Subcontractor and its employees shall not be entitled to assert any claims for unemployment or worker's compensation from or against SunGlo.

8. **Ownership of Customers:** All customers shall at all times belong to SunGlo, solely and exclusively.

9. **Term of Agreement/At Will:** Either Party may terminate this Agreement at will, for any or no reason, with or without cause and with or without notice, except that the Subcontractor shall be obligated to

complete any and all Work (and Warranty work) that would be required to be performed after the date of termination.

#### **10. Indemnification, Defense and Hold Harmless and Insurance:**

(A) To the fullest extent permitted by law, Subcontractor, at its own cost and expense, agrees to indemnify, defend and hold harmless SunGlo, and its agents, officers, employees and insurers, from and against any and all manner of damages, claims, demands, costs, expenses, penalties or liabilities, no matter how characterized (including actual attorneys' fees), including but not limited to personal injury or death sustained by any person or persons whomsoever, (including agents or employees of Subcontractor), and/or for injury to, damage or destruction of the real or personal property of any person or organization (including the loss of use thereof), that may arise out of or in connection with Subcontractor's performance of its Work, whether caused in whole or in part by: any alleged poor workmanship, improper or inadequate materials, any negligent or intentional act or omission of the Subcontractor or anyone whose acts Subcontractor may be liable and/or any breach of any term or condition of this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Subcontractor consents to SunGlo withholding such funds as are available and as may otherwise be due Subcontractor in order to cover any damages, claims, demands, costs, expenses, penalties or liabilities of the kinds described herein and as may become known to SunGlo.

(B) Subcontractor shall maintain, at its sole expense, (i) professional liability coverage, (ii) Commercial General Liability, (ii) excess/umbrella, and (iii) Employment Practices Liability, each with limits of not less than \$1.0/2.0 million and 2.0 million as to the excess/umbrella. Said policies shall name SunGlo (and any of its customers as necessary) as a Named Insured, and said coverage shall be primary and shall contain waivers of subrogation. Subcontractor shall also secure, at its sole expense, Workmen's Compensation insurance with limits of not less than \$1,000,000 for each incident and each employee, or the statutory minimum, whichever is greater. All policies shall also be issued by carriers licensed to do business in the State of Michigan and which must otherwise be acceptable to SunGlo. All insurance shall also be primary and non contributory and shall contain waivers of subrogation. Subcontractor shall provide certificates of insurance to prove ongoing coverage at each insurance renewal period and at any other time that SunGlo (or its customers) may request proof of coverage. The insurance certificates shall also provide that coverage shall not be cancellable except upon 30 days advance written notice to SunGlo. It is further agreed that the rights, remedies and entitlements provided to the SunGlo pursuant to this paragraph of this Agreement shall be in addition to those provided elsewhere in this Agreement or as provided at law or in equity.

#### **11. Confidential Information:**

(A) Subcontractor understands that it has already and will continue to have access to and become acquainted with various SunGlo "Confidential Information" (as that term is more fully defined herein) due to its affiliation with SunGlo. Accordingly, at all times during the term of this Agreement and at all times thereafter (regardless of the reason for a termination), Subcontractor and its employees shall **not**:

1. disclose to any business, corporation, firm, association or any other type of entity or person any "Confidential Information" acquired by or learned of while affiliated with SunGlo, except as may be required for the Subcontractor to perform the Work, nor
2. use for the benefit of themselves or any business, corporation, firm, association or any other type of

entity or person any “Confidential Information” acquired by or learned of, except as may be required for the Subcontractor to perform the Work, nor

3. remove, retain, destroy, conceal, change or in any other manner alter any “Confidential Information” for any purposes.

(B) “Confidential Information” shall include, by way of illustration and not limitation any and all information, whether documentary, computerized, electronic, oral or otherwise:

1. concerning or related to SunGlo’s (or its vendors’, clients’, customers’ and/or any other third parties’) unique business practices; methods; trade secrets; products; services; clients; client lists; business groups; customers; customer lists; customer needs; customer specifications; marketing plans; product plans; pricing information; sales information; techniques; data; data compilations; research; accounting and financial information; business records and files; memoranda; manuals; policies and procedures; patterns; devices; formulas; forms; plans; forecasts; prospects; codes; reports; agreements; contracts; inventions, discoveries, developments and improvements; and/or general business operations,

2. relating to fees or costs; documents; contracts; computer print-outs; information contained on and/or in SunGlo’s computer or computer networks or systems, servers, hard drives, mass storage devices, peripherals, audio and/or visual devices, telecommunication devices, and

3. any other information or thing deemed confidential by SunGlo.

(D) Confidential Information shall only be used by the Subcontractor in performance of its duties. Subcontractor acknowledges and agrees that the Confidential Information is extremely valuable and an important asset of SunGlo and that the unauthorized use of the Confidential Information would cause irreparable economic and business injury to SunGlo.

(E) All Confidential Information, and copies thereof, which the Subcontractor shall use, prepare or come into contact with during the term of this Agreement shall remain the sole and exclusive property of SunGlo.

(F) At or prior to the termination of his affiliation with SunGlo, the Subcontractor agrees that all Confidential Information, and all copies thereof, and all other property of SunGlo which may be in its or its employees’ possession, custody and/or control shall immediately be returned and delivered to SunGlo.

## **12. Covenant Of Non-Solicitation**

(A) Non-Solicitation: Subcontractor understands and agrees that at no time during the term of this Agreement and for a period of 24 months thereafter (the “Restricted Period”), neither it nor its employees shall:

(1) Solicit, induce or attempt to influence in any way (directly or indirectly) any employee, other contractor or agent of SunGlo to terminate his/her/their/its relationship with SunGlo,

(2) Solicit, induce or attempt to influence in any way (directly or indirectly) any customer, potential customer, client, potential client, business group, contact, prospect, supplier, business associate, affiliate, or vendor to not do business with SunGlo or to alter or terminate his/her/their/its relationship with SunGlo.

(B) In the event that Subcontractor breaches any of the provisions of this paragraph 12, the Restricted Period shall be deemed to commence as of the date a Court enforces any or all of these paragraphs.

(C) The covenants, restrictions and/or promises contained in this paragraph of this Agreement shall be deemed and construed as a contract independent of any other provision of this Agreement, and the existence of any claim or cause of action by Subcontractor against SunGlo, whether predicted on this Agreement or otherwise, shall not constitute a defense to the enforcement by SunGlo of the covenants, restrictions and/or promises contained herein, and said covenants, restrictions and/or promises shall remain in full force and effect and shall survive termination or other cessation of this Agreement.

13. **Name and Likeness** Subcontractor hereby further understands and agrees that photographs and/or video image(s), and/or adaptations thereof, and its name and/or likeness may be used for any and all purposes relating to the advertisement, advancement and promotion of SunGlo, including but not limited to the placement and/or reproduction of the same in any print, audio, visual and/or internet/electronic based media. Subcontractor agrees that he shall not be entitled to any additional compensation for the use of its video image(s), photograph(s), adaptation(s) thereof, name and/or likeness. Subcontractor shall hold SunGlo and its management and personnel, harmless from any and all claims arising out of or related to the use of its video image(s), photograph(s), adaptation(s) thereof, name and/or likeness, and shall also defend and indemnify the above entities and persons from any such claims.

#### 14. **General Provisions**

(A) **Assignment:** This Agreement shall be binding and inure to the benefit of the Parties and their respective successors and assigns, however, Subcontractor shall have no right to assign this Agreement or any duties or responsibilities without the prior written approval of SunGlo

(B) **Waiver of Breach** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

(C) **Applicable Law/Statute of Limitations/Attorney Fees:** This Agreement shall be governed by the laws of the State of Michigan and/or federal law, without regard to Michigan's choice of law principles. Unless applicable law precludes a shortening of the applicable statute of limitations period, Subcontractor agrees that any dispute it may have against SunGlo shall be filed within 180 days from the date of the wrongful act.

(D) **Severability:** If any provision of this Agreement is deemed invalid, illegal, or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect and no covenant, term or provision shall be deemed dependent upon any other covenant, term or provision unless so expressed herein.

(E) **Entire Agreement:** This Agreement: (1) constitutes the entire agreement among the parties relating to Subcontractor's relationship with SunGlo; (2) supersedes and negates any and all other prior or contemporaneous agreements, contracts, promises, understandings or the like between, either oral or written, express or implied, among the parties and (3) this Agreement may not be modified in any manner unless in writing executed by all Parties.



(G) **Interpretation:** The Parties have participated in the drafting of this Agreement and thus it shall not be construed against any party upon the basis of the identity of its drafter.

(H) **Notices:** Notices of any intended or actual legal action by one party against the other shall be sent by certified mail, return receipt requested, postage prepaid, or via overnight priority federal express addressed as follows:

If to Subcontractor:

[REDACTED]

If to SunGlo  
SunGlo Restoration Services, Inc  
Attn: President  
42860 W 9 Mile Road  
Novi, Michigan 48375

Notice shall be effective on the earlier of the date of receipt by the intended recipient or upon the date the intended recipient refuses delivery.

(I) **Authorization to Work:** Subcontractor further understands and agrees that this Agreement is contingent upon Subcontractor's submission of satisfactory proof of its licensure (if needed), identity and its legal authorization to perform the Work in the United States. If Subcontractor fails to submit this proof, this Agreement shall be null and void and of no force or effect.

(J) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**BY SIGNING THIS DOCUMENT, YOU REPRESENT THAT YOU HAVE FULLY READ THIS AGREEMENT; THAT YOU UNDERSTAND ALL OF ITS TERMS; THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO HAVE IT REVIEWED BY A LAWYER OF YOUR CHOICE; AND THAT YOU FULLY INTEND TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.**

AGREED:

Subcontractor:

\_\_\_\_\_

SunGlo

By: \_\_\_\_\_

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



**Disaster Restoration Specialists**

42860 W. 9 Mile Rd.  
Novi, MI 48375  
Phone (800) 574-2000 Fax (810) 626-6823

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### **Sub-Contractors Insurance Certificates**

The Commercial General Liability policy issued in the name of SunGlo Restoration Services, Inc., requires each sub-contractor to provide SunGlo with a certificate of insurance, identifying SunGlo as a named insured on all of the Subcontractor's policy(ies), prior to performing any work under contract. The policy and certificate must reflect, as a minimum, the following limits (unless lesser limits are agreed upon in writing between the parties):

#### **1. Commercial General Liability:**

\$1,000,000 each occurrence  
\$2,000,000 general aggregate

Certificate holder and named insured - SunGlo Restoration Services, Inc.  
42860 W. 9 Mile Road  
Novi, MI 48375

***Important:*** In the "description of operations" section, the wording "Certificate holder is listed as a named insured with respect to the General Liability Policy" must be included. A 10-day written cancellation notice is also required.

#### **2. Employer's Liability Insurance (Workers' Compensation Insurance):**

SunGlo is a general contractor and can be legally responsible for paying workers' compensation benefits to any injured employees of an uninsured sub-contractor.

It is mandatory that you have workers' compensation insurance or provide SunGlo a certified copy of the "exclusion form" (BWC 337) that you have filed with the Bureau of Workers' Disability Compensations. This exclusion form may be used by certain types of entities in which officer(s), individual owners, or members are employees and they have chosen to legally exclude themselves from coverage under the workers' compensation statute. If you have any questions you might consult an attorney and/or insurance agent about the comparative benefits and responsibilities of either option. You can also get assistance by calling:

Compliance and Employers Records Division  
Workers Compensation Agency  
Michigan Department of Labor and Economic Growth  
Post Office Box 30016  
Lansing, MI 48909  
Phone (517) 322-1195

You **must** have coverage and limits as stated below:

Bodily Injury by Accident, \$500,000 each accident  
Bodily Injury by Disease, \$500,000 each employee  
Bodily Injury by Disease, \$500,000 policy limit

Initials:
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# MICHIGAN WORKERS' COMPENSATION PLACEMENT FACILITY

## INDEPENDENT CONTRACTOR WORKSHEET

### TO BE COMPLETED BY THE INDEPENDENT CONTRACTOR

Policyholder Name form is being filled out for: \_\_\_\_\_

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

Doing Business As (DBA): \_\_\_\_\_

**If DBA is filed, attach a copy.**

1. I operate as a : ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Limited Liability Company

**Note:** If indicating Partnership, Corporation or Limited Liability Company, a **Certificate of Workers' Compensation Insurance or a properly filed Form BWC-337 must be submitted.**

2. The type of work I perform can be described as: \_\_\_\_\_

3. I hire employees or casual laborers to complete work for the named policyholder:

☐ Yes \_\_\_\_\_ Number hired (Attach Certificate of Workers' Compensation Insurance)

☐ No Form 1040 SCHEDULE C (Profit or Loss from Business) may be provided as verification.

4. I hire subcontractors to complete work for the named policyholder: ☐ Yes ☐ No

**If yes,** additional information may be required.

5. I have General Liability coverage: ☐ Yes ☐ No

**If yes,** a Certificate of General Liability Insurance is required.

6. To validate my standing as an independent contractor, I state that I do not exclusively depend upon the payments of the named policyholder and have worked for the following general contractors or clients during the past twelve months.

	NAME	CITY	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I acknowledge that as a sole proprietor, I am by law not covered by or subject to the Workers' Disability Compensation Act.

**I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Independent Contractor)

Phone Number: \_\_\_\_\_ Email Address : \_\_\_\_\_  
(Required)

This form is utilized as a test of the above individual's independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. **Additional information may be required.** If independent status is proven, the exposure will not be charged.

## SunGlo Restoration Services' Invoicing Portal/Payment Platform



SunGlo Restoration Services' partnership with Tipalti provides a quick and seamless payment experience. You must complete your registration on our platform to receive payment for any invoice you are submitting to SunGlo.

### *What do I need to do next?*

- You will receive an email invitation to register for an account with Tipalti from [accountspayable@sunglo services.com](mailto:accountspayable@sunglo services.com).
- The 3-step registration process will require you to enter your contact information, select a payment method, and complete a digital tax form.
- Refer to the [“FAQs”](#) on the registration process and tax forms.

### *What benefits will I receive with SunGlo's payment platform?*

- A quick onboarding experience:
  - Account set-up in minutes
  - Guidance to select appropriate tax forms (W-9/W-8)
- A “one-stop shop” for your payments:
  - Ease of invoice submission
  - Instant access to your payment status and history
  - Ability to make changes to your payment method

### *How do I submit an invoice?*

- Once the registration process is completed, invoices must be uploaded directly to the Tipalti Supplier Hub, or they can be emailed to [invoices@sunglo services.com](mailto:invoices@sunglo services.com).
- Invoices need to be uploaded or emailed in one of the supported formats: PDF, JPG, JPEG, PNG, BMP, TIF, TIFF.
- At a minimum, invoices should contain the following information: a brief description of services provided, SunGlo job number, customer name and address, invoice date, invoice number, and the name of the SunGlo employee you are working with on the job.

If you have any questions, please contact [accountspayable@sunglo services.com](mailto:accountspayable@sunglo services.com).





Disaster Restoration Specialists

42860 W. 9 Mile Rd.  
Novi, MI 48375  
Phone (800) 574-2000 Fax (810) 626-6823

**Please fill out the business name used on your Federal Tax Documents below.**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

THIS IS A REQUEST FOR YOUR TAXPAYER IDENTIFICATION NUMBER. THE INTERNAL REVENUE SERVICE REQUIRES US TO OBTAIN THIS NUMBER OR THE SOCIAL SECURITY NUMBER OF ANYONE TO WHOM WE HAVE MADE PAYMENT(S). IF YOU HAVE ANY QUESTIONS, PLEASE CALL (800) 574-2000. **IF YOU ARE FILING TAXES FOR THIS ENTITY UNDER A PERSONAL SOCIAL SECURITY NUMBER, YOU MUST PROVIDE US WITH THE NAME OF THE INDIVIDUAL THAT CORRESPONDS TO THAT SOCIAL SECURITY NUMBER.**

\_\_\_\_\_ **OR** \_\_\_\_\_  
Federal I.D. No. Social Security No.

The Internal Revenue Service requires us to file Form 1099 for payment of services performed by all non-corporate entities. Further, the Code requires a 28% backup withholding on all reportable 1099 payments unless your taxpayer identification number is provided. To avoid this 28% withholding on future payments to you, please check item 1 or 2 below. **Sign this form and return it to us immediately.**

- \_\_\_\_ 1. Form 1099 SHOULD be filed for our organization since we are not incorporated.  
\_\_\_\_ 2. Form 1099 SHOULD NOT be filed for our organization since we are incorporated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signer above (please print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Title

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**COMPANY  
INFORMATION**

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42860 W. 9 Mile Rd.  
Novi, MI 48375  
Phone (800) 574-2000 Fax (248) 380-0988

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_

Other Phone(s): \_\_\_\_\_

Main Contact Name: \_\_\_\_\_

Main Contact Phone: \_\_\_\_\_

Accounts Receivable Contact Name: \_\_\_\_\_

Accounts Receivable Phone: \_\_\_\_\_

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

Website: \_\_\_\_\_

Type of Services Performed: \_\_\_\_\_

Counties Serviced: \_\_\_\_\_

**Would you like to receive work orders and other correspondence via email?**

\_\_\_\_\_ Yes, send over work orders via email.

Initials:
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