

## Approved Subcontractor Checklist

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

**Today's Date:** \_\_\_\_\_

**Contractor:**

**Please complete the enclosed packet of forms and make sure to sign each form.  
Return by mail to PO Box 30880, Bethesda, MD 20824.**

### Office Use Only:

- Verify we have Completed & Signed Contractor Information Form.
- Verify we have Completed & Signed Subcontractor Agreement.
- Verify we have Completed & Signed Payment Method Form.
- Verify we have Completed & Signed Insurance Form to add Named Insured and Certificate Holder
- Verify we have copy of photo identification – Drivers License
- Verify we have copy of Social Security Card or Identification with Social Security Number
- Verify we have Copy of official IRS form with EIN number on it if a corporation or other business entity is the party to whom we are making checks payable..
- Verify we have Completed & Signed Toxic Waste Consent Form
- Verify we have Completed & Signed Guidelines form.
- Obtain Credit Report on Individual to verify SS#, Address, and Credit
- Verify References Provided by telephone

### Paperwork to be supplied to Contractor upon Approval:

- Outlet Manager Phone List
- Paint Color Selection Form
- Sample Proposal
- Add Contractor to Approved Contractor Phone List

In order to become an approved contractor we require the following information be provided. Please take the time to completely and accurately complete questions listed below. Please do not leave any blanks. Indicate No, N/A – Not Applicable or None where appropriate. Thank you in advance for your time in completing this Contractor Information Form.

1	First Name		
2	Middle Name		
3	Last Name		
4	Business Name & Address (If Applicable)		
5	Home Address		
6	City		
7	State		
8	Zip		
9	Home/Work Phone	(    )	(    )
10	Email Address		
11	Fax Number	(    )	
12	Pager / Cell Phone	(    )	(    )
13	Social Security Number EIN Number	SS# EIN#	
14	Drivers License Number		
15	State Issued		
16	Have you ever been convicted of a crime? If Yes, Please elaborate:		
17	What vehicle do you drive to and from job sites?	Make: Model: Year: Color:	
18	Do you have any logos or company information on your vehicle?		
19	Describe the type, quantity, & length of ladders and equipment you own.	Length 6'Step 8'Step	Quantity Type (I, I-A, II)

		10' Step 24' Alum 28' Alum 32' Alum 40' Alum 24' Fiberglass 32' Fiberglass Other _____ Other _____	
20	Do you own a sprayer? If yes, Describe Type & Manufacturer.	Type _____ Manufacturer _____	
21	Do you own your own pressure washer?	PSI _____ Manufacturer _____	
22	What is your preferred type of work? If you have no preference, list the types of jobs you can do. Please describe (Residential Exterior, Residential Interior, Commercial Interior, Commercial Exterior, Spray jobs, Faux finishes/Sponge painting, Specialty Work)	Preference:  Painting Work Performed:  Other types of contracting work performed: (Carpentry, Drywall, Wallpaper, etc.)	
23	What type of paint do you typically purchase?		
24	Do you have a credit line at any paint local paint stores?	If yes, please list the following information below.	
24	Sherwin Williams	Account # _____ Credit Limit \$ _____ Store Location _____	
26	Duron	Account # _____ Credit Limit \$ _____ Store Location _____	
27	MAB	Account # _____ Credit Limit \$ _____ Store Location _____	
28	Benjamin Moore	Account # _____ Credit Limit \$ _____ Store Location _____	
29	Other _____	Account # _____ Credit Limit \$ _____ Store Location _____	
30	Other _____	Account # _____ Credit Limit \$ _____ Store Location _____	
31	Other _____	Account # _____ Credit Limit \$ _____ Store Location _____	
32	Other _____	Account # _____ Credit Limit \$ _____ Store Location _____	
33	Work Experience:	Please list your work experience for the last five years beginning with the most recent work/employer first.	
34	Start Date/End Date	Please indicate if this was for an Employer or a Self Employment Situation.	
35	1		

36	2		
37	3		
38	4		
39	5		
40	Do you have your own General Liability and or Workers Compensation policy insurance? If yes, please list the name as it appears on the policy, the policy number, and the effective dates of coverage.	Name of Insurance Company Policy Number Phone Number Effective Dates of Coverage	
41	Please list three to five customer references.	Please include all information including: Name, Address, City, State, Zip, Phone # and type of work performed.	
42	1		
43	2		
44	3		
45	4		
46	5		
47	How many people do you usually work with?		
48	Do you personally work on the job at all times?		
49	I authorize you to investigate the information contained in this contractor information form in conjunction with considering me and/or my firm for permission to be an Approved Contractor. I understand and authorize you to contact persons and or firms listed in this form and also authorize you to obtain a credit report in conjunction with this request.		
50	<div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> <span>_____</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Printed Name</span> <span>Signature</span> <span>Date</span> </div>		

Insurance Note: If you do not have a current insurance policy and need help obtaining one, please contact us for assistance.

## SUBCONTRACTOR PAYMENT INSTRUCTION FORM

\_\_\_\_\_ I would like to receive payments by regular mail after you receive the customer's final payment.

\_\_\_\_\_ I would like to send payments from customers to your office by Federal Express using the company account number and receive my payment back the following day by Federal Express Delivery. I understand that a total fee of \$25.00 (rate subject to change and waived by certain managers) will be deducted from my payment to cover the cost of both Federal Express Letter packages.

### Payment Information

Make Checks payable to:

Your Company Name (If Applicable) \_\_\_\_\_

EIN# (For Company Name) \_\_\_\_\_

Individuals Full Legal Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone Number at Delivery Location: (     ) \_\_\_\_\_

### Federal Express Information

We will provide you with Fedex Airbill forms to use if you select payment by Fedex Overnight Delivery. We use Federal Express Priority Overnight Letter Envelopes. Saturday Delivery is more costly (\$35-40) and delivery is not always available in certain areas.

**INDEPENDENT CONTRACTOR AGREEMENT**

Agreement is hereby made between Company, referred to as "GC" or "Company" in this agreement and the Independent Contractor, referred to as "IC" or "Contractor", according to the following terms, conditions, and provisions:

Identity of Contractor is:

\_\_\_\_\_

Type entity: ( ) Sole Proprietorship ( ) Partnership ( ) Corporation ( ) LLC

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Telephone ( ) - \_\_\_\_\_ Fax ( ) - \_\_\_\_\_ Email: \_\_\_\_\_  
EIN # or Social Security Number: \_\_\_\_\_ Drivers license # \_\_\_\_\_ State Issued: \_\_\_\_\_

GC desires that Contractor perform, and Contractor agrees to perform the following job:

**PAINT CONTRACTING SERVICES**

GC shall pay Contractor according to the following terms and conditions: the amount listed on each job upon satisfactory completion of the painting proposal contract as indicated by customers signature on lower right hand corner of painting proposal acknowledging "I agree all work has been completed," and receipt of payment by customer made payable to the Company.  
GC shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

**CERTIFICATION:** Contractor certifies that it is an independent contractor; provides services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering services. Contractor shall supply, at Contractor's sole expenses, all equipment, tools, materials, and/or supplies to accomplish the job agreed to be performed. Neither federal, or state, or local income tax or payroll tax of any kind shall be withheld or paid by GC on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services Contractor performed hereunder for federal or state tax purposes. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, employee pension, health, or other fringe benefit program, of GC.

No worker's compensation insurance shall be obtained by GC concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor. Contractor shall name Company as an additional named insured on its insurance policy(s).

With reasonable cause, either party may terminate this agreement effective immediately upon giving the written notice of termination for cause. Reasonable cause shall include: A. Material violation of this agreement. B. Any act of exposing the other party to liability to others for personal injury or property damage.

**INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Company, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. Contractor has no authority to enter in to contracts or agreements on behalf of GC. This agreement does not create a partnership between the parties. Contractor declares that Contractor has complied with all federal, state, and local laws regarding permits, certificates, and licenses that may be required to carry out the work to be performed under this agreement.

Contractor may perform work other than Painting related services for our customers, for their own account, but Contractor agrees to pay a 10% commission fee to Company based on the total additional amount of work performed. If Contractor performs additional Painting Related services, as defined in our reasonable discretion, for our customers, a 50% commission will be paid to Company.

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein.

This agreement may not be assigned, in whole or in part, by the Contractor.

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the state of Pennsylvania. This is the entire agreement of the parties. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect. This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

\_\_\_\_\_  
COMPANY / GC Representative

\_\_\_\_\_  
DATE

\_\_\_\_\_  
INDEPENDENT CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

**Insurance Documentation Request & Amendment to Policy**

**To: Insurance Company**

Fax # (    ) \_\_\_\_\_

Phone # (    ) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Policy # \_\_\_\_\_

**From: Contractor**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone:

Fax:

**Re: Request for Certificate of Insurance and Amendment to Policy to add additional Named Insured.**

**Please add the following company(s)**

\_\_\_\_\_ **as**

**Additional Named Insureds on my policy.** I/We will be doing painting work as a subcontractor for the company(s) and its customers. The company requires that we name them as an additional named insured for this purpose. Please issue Certificate(s) of Insurance indicating the above requested amendment has been made and Fax Certificate(s) to (703) 548-6936 and mail a certificate to PO Box 30880, Bethesda, MD 20814.

Thank you,

Sincerely

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Date

# **PAINT AND RELATED BY-PRODUCT DISPOSAL CONSENT**

I understand that all paint, paint thinners, solvents, by-products of these materials and the like may be harmful to the environment unless disposed of in a proper manner in accordance with all company rules, policies and procedures. Accordingly I acknowledge and agree:

- Not to dispose of any of these materials in a sewer, drain, sink, yard or anywhere else **except** in approved containers left with customers in accordance with the law.
- Improper disposal of paint, paint thinners, solvents, their by-products and the like may be illegal and subject violators to **criminal** and / monetary penalties, fines and damages.
- I will immediately report to management of the company at 1-800-390-4848 anyone who I observe improperly disposing of materials described above.

I have read and understood the above. By signing below I agree to comply with the written policies of the company regarding disposal of materials and waste products described above, and I shall remain personally responsible and liable to the company, its customers and other for any damages incurred resulting from my failure to comply with this consent.

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SUBCONTRACTOR PRINTED NAME

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**AUTHORIZED SIGNATURE & DATE**



## Approved Subcontractor Requirements

The Company has developed a Subcontractor System to ensure all jobs run smoothly and efficiently. The continued adherence to this system assures that all jobs are completed in the same manner and our customers & subcontractors and all who come in contact with the Company know what is expected.

Please review these requirements carefully. Thank you!

1. You must erect a Company Lawn Sign at all Company Job Sites. The company will supply you with Job Site Signs at no cost. The cost for a lost signs is \$25.00 and all signs must be to the Outlet Manager unless other arrangements are made.
2. All crew members must wear a Company Tee Shirt at all times when working on the site. Shirts are supplied by the company at no cost based on a subcontractors production levels, or at the rate of \$7.50 each.
3. Subcontractors are required to collect the final payment from the customer in the form of a check made payable to the Company and mail or hand deliver this check to the Company. Write the contract proposal # on all checks sent directly to the Company accompanied by the crew copy of the proposal and Customer Job Completion Certification Form.
4. You must also submit copies of the receipts from paint store purchases of materials purchased by you. This is done to: (1) make sure that the proper materials were purchased & used, (2) to keep a record of paint types and color formula numbers and (3) to assist in us in current and future price negotiations with suppliers.
5. Subcontractors should leave any extra custom color paint with the customer in the event they need it in the future or in the event the subcontractor must return to do touch ups. The Subcontractor must provide the customer with a list of the paint colors used and gloss levels so that the customer can put this on the Warranty Registration & Evaluation form they complete and return to you to be sent to the office.
6. The Warranty Registration and evaluation form should be provided to the customer upon final payment for all work done.
7. Subcontractors are required to supply numerous drop cloths and protect all areas with a drop cloth at all times. No drips or chips should be left on the job. Clean up must be extremely thorough.
8. Subcontractors are required to obtain the customers signature upon final walk around to acknowledge that the job is completed. The signature is required in the lower right hand corner of the painting proposal where it says "All work has been completed" and on the Customer Job Completion Certification Form.
9. Customers are told that the crew will arrive at the job site by 8:00 AM each day or communicate with the customer in the event another time is agreed upon. The subcontractor must make arrangements to meet with the customer at this time or communicate any change to the customer and also notify the Company Representative of any scheduling delays.
10. If an accident occurs involving damage to the customer property, the Subcontractor will immediately report the incident in writing to the company by fax at 1-800-658-3849 and to their insurance company. This must be done regardless of how minor the accident or damage may seem.
11. Smoking on the job site is prohibited because of the dangers associated with commonly used flammable supplies such as paint, paint thinner, and other solvents.

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Acknowledged by Subcontractor Representative

**SAMPLE - JOB COMPLETION CERTIFICATE & WARRANTY REGISTRATION FORM**

Dear Customer:

Upon completion of the work at your home, please take a moment to walk around your home to inspect our crews work.

We appreciate your time in completing this form. Your response enables us to ensure that jobs are completed to your satisfaction. Answers are required to the questions below to assure any Warranty Coverage. Please feel free to include any additional comments, concerns, and/or suggestions with this form.

Sincerely,

Customer Service Department

**Sales Representative/Outlet Manager/Estimator Rating Questions:**

<b>Did our Sales Representative promptly return all of your calls?</b>	<b>YES</b>	<b>NO</b>
<b>Did our Sales Representative coordinate the start of the job with you and the crew?</b>	<b>YES</b>	<b>NO</b>
<b>Did the sales Rep. check in with you during the production of your job?</b>	<b>YES</b>	<b>NO</b>

**Crew Rating:**                  Crew Foreman's Name: \_\_\_\_\_

<b>Was the job completed to your satisfaction?</b>	<b>YES</b>	<b>NO</b>
<b>Would you use the company again?</b>	<b>YES</b>	<b>NO</b>

**Please rate the crew according to the following:**                  **Excellent                  Good                  Poor**

**What was the total price paid for labor and materials? \$ \_\_\_\_\_**  
**All work was completed for Proposal # \_\_\_\_\_ on \_\_\_\_\_ (Date)**

**Did you have the crew perform any additional work such as carpentry or other services?    YES    NO**  
**If yes, please describe briefly and tell us the total amount paid for this additional work. \$ \_\_\_\_\_**  
**Description of additional work: \_\_\_\_\_**

Please provide any information about the paints used on your house and have your manager assist you with this section if necessary: (Required for Warranty Coverage)

Manufacturer:	Color/Formula:	Area Painted:
Manufacturer:	Color/Formula:	Area Painted:
Manufacturer:	Color/Formula:	Area Painted:

I acknowledge that above referenced proposal has been completed.

\_\_\_\_\_ (Customer Signature & Date Required for Warranty Coverage)

CUSTOMER PRINTED NAME:	HOME PHONE (    )    -
ADDRESS:	WORK PHONE (    )    -
CITY:	
STATE:	
ZIP:	

**MAY WE USE YOU AS A REFERENCE?                  YES                  NO**

**PLEASE COMPLETE, HAND DELIVER, MAIL, OR FAX TO 800-658-3849 IMMEDIATELY UPON JOB COMPLETION.**

## SAMPLE - Customer Paint Color Section Form

**Please fax to 1-800-658-3849 or hand deliver to the crew.**

**Painting Proposal #** \_\_\_\_\_  
**Customer Name:** \_\_\_\_\_

**Manager/Estimator:** \_\_\_\_\_  
**Phone Number (     ) \_\_\_\_\_**

**Note to Customer:**

**You must select colors three days prior to the arrival of the paint team to your home. It is recommended that you try on a sample of your chosen color to determine how it looks on your home. The contractor assumes no responsibility for the final color selection; nor variations of color appearance from product samples or color charts.**

**Sherwin Williams / Duron Paints**

Company uses Sherwin Williams and Duron Paints on a regular basis. We have found these products provide superior quality paint jobs. There are other products that are also excellent and we can use them on your home. We prefer to use materials that we supply and use regularly. We also offer a Warranty on Sherwin Williams and Duron Paints. If you would like to use a different product, please discuss it with your Outlet Manager or Estimator.

**Factory Premixed Colors vs. Custom Colors**

Whenever possible we recommend using factory premixed colors because they are mixed in exact proportions using granular pigments which generally provide better color retention and reduce fading over the life of the paint job. Unfortunately, there are only a select number colors available in factory Pre-mixed colors. There are hundreds or thousands of choices in custom colors from liquid (added at the paint store) pigments. Your crew foreman or manager can show you a fan deck of colors or you can stop by a local Sherwin Williams or Duron Paint Store and pick up some color charts.

**Variations in Color - Custom Colors**

Custom Colors always look different from the sample cards supplied by the manufacturer. If you are very particular about getting the right color, you should request test patches be done to make sure the color is what you want. Color changes after the paint has been purchased are very costly in materials and even more costly in lost labor.

\_\_\_\_\_ **I have selected the following colors:**

**Specific Areas(s) to be Painted:** \_\_\_\_\_

<b>Circle One:</b>	<b>Sherwin Williams</b>	<b>Duron</b>	<b>Other:</b> _____	<b>(No Warranty)</b>	
<b>Circle One:</b>	<b>Latex</b>	<b>Alkyd(Oil)</b>	<b>Test Patch Requested:</b>	<b>Yes</b>	<b>No</b>
<b>Circle One:</b>	<b>High Gloss</b>	<b>Semi Gloss</b>	<b>Satin</b>	<b>Eggshell</b>	<b>Flat</b>
<b>Stain:</b>	<b>Transparent</b>	<b>Semi Transparent</b>	<b>Solid Color</b>	<b>Latex / Alkyd(Oil)</b>	

**Specific Areas(s) to be Painted:** \_\_\_\_\_

<b>Circle One:</b>	<b>Sherwin Williams</b>	<b>Duron</b>	<b>Other:</b> _____	<b>(No Warranty)</b>	
<b>Circle One:</b>	<b>Latex</b>	<b>Alkyd(Oil)</b>	<b>Test Patch Requested:</b>	<b>Yes</b>	<b>No</b>
<b>Circle One:</b>	<b>High Gloss</b>	<b>Semi Gloss</b>	<b>Satin</b>	<b>Eggshell</b>	<b>Flat</b>
<b>Stain:</b>	<b>Transparent</b>	<b>Semi Transparent</b>	<b>Solid Color</b>	<b>Latex / Alkyd(Oil)</b>	

**Specific Areas(s) to be Painted:** \_\_\_\_\_

<b>Circle One:</b>	<b>Sherwin Williams</b>	<b>Duron</b>	<b>Other:</b> _____	<b>(No Warranty)</b>	
<b>Circle One:</b>	<b>Latex</b>	<b>Alkyd(Oil)</b>	<b>Test Patch Requested:</b>	<b>Yes</b>	<b>No</b>
<b>Circle One:</b>	<b>High Gloss</b>	<b>Semi Gloss</b>	<b>Satin</b>	<b>Eggshell</b>	<b>Flat</b>
<b>Stain:</b>	<b>Transparent</b>	<b>Semi Transparent</b>	<b>Solid Color</b>	<b>Latex / Alkyd(Oil)</b>	

\_\_\_\_\_ **I would like you to purchase the smallest quantity of paint in a particular color and to paint a test patch of approximately 2 Square feet to let me view the paint before proceeding to purchase all of the material for the job. I understand there will be an additional charge to the proposal price if the paint color is changed after the job starts. One test patch can be performed for the cost of the paint \$15.00/Qt. \$25.00/gallon. (The approximate cost of the paint). Additional test patches will be billed at \$35.00 for quarts and \$45.00 for gallons if the material is not used on the job. The reason for the additional charge is the cost to the contractor for making several trips to the paint store to select colors.**

\_\_\_\_\_ **Customer Signature**                      \_\_\_\_\_ **Date**