



SUBCONTRACTOR PARTNER PACKET

Build your future with a team that is Thankful • Reliable • United • Excellent

WELCOME TO THE TRUE TEAM.

We value subcontractor partners who work safely, communicate clearly, take pride in the jobsite, and deliver quality work. Use this packet to get set up with True Corp. and keep everything needed for approval in one place.

BEFORE YOU SEND IT BACK

PACKET CHECKLIST

- ☐ Completed Subcontractor Agreement
- ☐ Completed Subcontractor Information Form
- ☐ Three customer / project references
- ☐ Signed Invoicing Procedure acknowledgment
- ☐ Completed W-9
- ☐ Business License
- ☐ **General Liability Certificate**
- ☐ **Workers' Compensation Certificate or applicable exemption**

IMPORTANT INSURANCE REQUIREMENT

True Aluminum must be listed as additional insured as required by the agreement for both general liability and workers comp

True Aluminum
4000 N Frontage Rd
Plant City, FL 33565

SEND COMPLETED PACKET TO

SUBMISSION

4000 N. Frontage Rd
Plant City, FL 33565

Email: Garrett@truealuminum.com

Invoices: true_aluminum_inc+expenses@assist.intuit.com

Questions? (863) 647-1800 | www.TheTrueCorp.com



SUBCONTRACTOR AGREEMENT

This subcontractor agreement is intended to regulate all business relations between True Aluminum acting as general contractor and the below listed company/entity acting as Subcontractor:

Subcontractor: _____

Mailing Address: _____

1. Scope of Work

All work performed by Subcontractor for True Aluminum. shall be subject of this agreement. The work to be performed hereunder (the "Work") is the labor, services and/or materials, equipment, transportation or facilities necessary to complete the Work. It is understood that no pricing schedule or scope of work will modify any other terms of the Agreement other than the price and quantity. It is understood that True Aluminum. is not obligated to award an work on specific property to Subcontractor, does not guarantee any quantity of work to Subcontractor and may at its sole option retain others to perform work similar to the Work to be performed hereunder at any job location in addition to or in place of Subcontractor.

2. Pricing of Work

The price to be paid for Work performed under this agreement will be agreed to for individual job in accordance with either submitted by Subcontractor and agreed to in advance by True Aluminum. or based on estimates supplied by True Aluminum.

3. Schedule of Work

True Aluminum. shall have the right to determine the time, order and priority in which all components of the Work shall be performed and all matters relative to the timely and orderly conduct of the Work. True Aluminum. will issue work authorization either in writing or verbally from an authorized representative to commence the Work, and Subcontractor shall not commence the Work until Subcontractor has received instructions to begin the Work at a specific job location. Subcontractor shall commence the Work within three (3) days from notice to proceed from True Aluminum. or on such date as has been agreed to for the particular job, and if such work is interrupted at the direction of True Aluminum., Subcontractor shall resume work within two (2) working days from True Aluminum.'s direction to resume. Subcontractor agree that True Aluminum. has the right to make changes to the schedule of Work at True Aluminum.'s discretion and agrees to comply with such changes.

4. Performance of Work

Subcontractor's acceptance/commencement of the Work shall be deemed as Subcontractor's agreement to complete the Work by the completion date and in accordance with the specifications given by True Aluminum. Subcontractor's acknowledges that TIME IS OF THE ESSENCE in the performance of all Work. Subcontractor shall perform all Work in good and workmanlike manner, in accordance with specifications of True Aluminum., according to industry standard practices, and Subcontractor warrants that all Work will meet or exceed all requirements by laws, regulations and applicable building codes. True Aluminum. shall have the right to inspect the Work at anytime, but inspection shall not be construed as a waiver of any obligations, representation or warranties of Subcontractor as to the Work and shall report in writing to True Aluminum. any defects prior to commencement of Work.

5. Safety

Subcontractor shall, at its own expense, protect its employees and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Work. Subcontractor shall comply with all laws, orders, citations, rules, regulations and standards concerning occupational health and safety, accident prevention, safety equipment and practices, including but not limited to federal and state OSHA regulations. Subcontractor shall prohibit and prevent the presence or use of alcohol or drugs by its employees and/or representative at any job location. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and safe practices are observed and shall notify True Aluminum. immediately of any unsafe conditions or practices observed. Further, Subcontractor shall immediately notify True Aluminum. of any accidents or injuries on the Work site.

6. Clean Up

Subcontractor shall at all times keep the job site free from any accumulation of waste materials or rubbish caused by its operations. Subcontractor's failure to comply with this provision shall authorize True Aluminum. to undertake any necessary clean-up activities and collection One Hundred Dollars (\$100.00) fine from Subcontractor. The cost of such cleanup and the aforementioned fine shall be deducted from any sums owed by True Aluminum. to Subcontractor, or shall be immediately payable by Subcontractor upon demand by True Aluminum.

7. Personal Conduct

Subcontractor acknowledges responsibility to ensure that all its employees and representatives at all times conduct their business in a professional and courteous manner. Under no circumstances is it acceptable that Subcontractor or its representatives at the

job site voice disagreements about the scope or manner of carrying out the Work, whether the concern is purely among the representatives of the Subcontractor or a question concerning True Aluminum. Any questions or problems should be addressed solely and discreetly to a True Aluminum. representative.

8, Conflict of Interest

Subcontractor agrees not to perform any work for customers introduced to them by True Aluminum. within 1 year of such introduction or completion of work for that customer, whichever is later, and Subcontractor agrees that to perform such work would constitute a conflict with the interests of True Aluminum. Should Subcontractor breach this Agreement and perform work for a True Aluminum. customer, Subcontractor agrees to compensate True Aluminum. of all damages and attorney fees that True Aluminum. may incur.

9. Payment/Liens

True Aluminum. shall pay Subcontractor for completed work, provided that subcontractor has performed the work in accordance with this Agreement. If the work is to be performed in stages, payments may be made for each stage. Subcontractor agrees that no payment shall be due under this agreement until the end of the week following the week in which Subcontractor submitted invoice for work completed. It is agreed that such payment qualifies as "prompt", "immediate", "on receipt" or similar. Submitting an invoice to True Aluminum. shall constitute a representation and confirmation that all Work (or a specified portion of the Work) to be performed on a specific job location has been completed satisfactorily and that all material suppliers, laborers and subcontractors have been paid in full. SUBCONTRACTOR, FOR ITSELF, ITS EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, HEREBY WAIVES ITS STATUTORY CONSTITUTIONAL AND COMMON LAW RIGHTS TO ASSERT LIENS AGAINST True Aluminum OR ITS PROPERTY OR PROPERTY OF CUSTOMERS OF True Aluminum. At all times during the performance of this agreement True Aluminum. shall be entitled to hold, for all Work in progress, a retainer of no less than 10% of any invoice amount submitted pending final completion of the entire project and satisfaction of customer. In the event that any liens are filed, in spite of this agreement, Subcontractor agrees that True Aluminum. may withhold any further payments to Subcontractor until all liens have been removed and Subcontractor agrees to indemnify and hold harmless True Aluminum. of any loss or expense incurred as a consequence of the liens being filed.

10. Independent Contractor Status

Subcontractor shall perform all work for True Aluminum. as an independent contractor and shall have the sole right to control the performance of the Work, except that the Work must be performed in accordance with this Agreement. Subcontractor shall be responsible for the performance of its employees and all personnel used by Subcontractor and shall be solely responsible for withholding, Social Security, state unemployment and any other taxes or liabilities for its employees and representatives.

11. Assignment

Subcontractor's rights and obligations under this Agreement are nontransferable and not assignable, and Subcontractor shall not subcontract all or any part of the Work contemplated by this Agreement without obtaining prior written consent from True Aluminum. which consent may be withheld in True Aluminum.'s sole and absolute discretion.

12, Remedies

In the event that Work performed by Subcontractor pursuant to this Agreement is found by True Aluminum. to be defective or incomplete, or another contractor's work is damaged by an act for which Subcontractor, or its employees, agents or representatives are responsible, True Corp. LLC. shall have the right to elect, at its sole discretion to: (1) notify Subcontractor, at which time Subcontractor shall promptly correct such Work, replace or repair any defective material, or repair any damage. (2) retain a third party to perform such duties or (3) perform the duties by its own people. In the event that a third party is retained or True Aluminum. performs the duties itself True Aluminum. may retain any sums due to Subcontractor for any job to cover these repairs and related expenses including any re-inspection fees. In the event that the cost of such remedial work exceeds the funds withheld, Subcontractor shall be fully responsible to pay any balance due immediately including costs of court and reasonable attorneys fees incurred by True Aluminum.

13. Insurance

Prior to starting Work, Subcontractor agrees to furnish True Aluminum. with proof of coverage of the following:

General Liability \$1,000,000 | Commercial General Liability True Aluminum as additional insured with a per occurrence limited of min \$1,000,000 protection against bodily injury & broad form property damage.

Automobile Liability | \$1,000,000 | Combined single limit, Bodily Injury and Property Damage.

\$1,000,000 | Workers Compensation Liability naming True Aluminum as additional insured or a Workers Compensation Exemption Certificate.

The certificates must be sent to True Aluminum directly from the agent for the insurance carrier and must list True Aluminum. as additional insured under the policy.

Notwithstanding the foregoing, in the event that Subcontractor should fail to provide True Aluminum with evidence of insurance coverage, True Aluminum. and entities shall have the right to - but is not obligated to - without an amount from Subcontractor to

compensate for the additional costs of insurance for True Aluminum. and entities. The amount to be withheld will be established solely at the discretion of True Builders, True Aluminium, and/or True Aluminum along with True Aluminum. and may exceed the actual cost incurred in obtaining the insurance.

14. Termination and Survival

This Agreement shall remain in full force and effect until terminated by either party in writing. In the event that this Agreement is terminated by True Aluminum. it is agreed that the sole amount due to Subcontractor shall be that due for all authorized work performed and materials supplied before termination. Subcontractor agrees to give a minimum of 30 days' notice prior to termination and at least sufficient time for True Aluminum. to find an alternative contractor for any work in

Subcontractor

Name: _____

Signature: _____

Title: _____

True Aluminum

Name: _____

Signature: _____

Title: _____



SUBCONTRACTOR INFORMATION

Tell us about your company

COMPANY INFORMATION

STEP 1

Legal Business Name	DBA / Trade Name
Mailing Address	Physical Address
Primary Contact	Phone Number
Email	Website
After-Hours Number	24-Hour Response: ☐ Yes ☐ No
Owner / Principal	Year Established

Business Type: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Other: _____

EIN or Social Security Number: _____ Number of Employees: _____

SERVICES & COVERAGE

STEP 2

Services Provided

Areas / Counties Serviced: _____

PAYMENT INFORMATION

STEP 3

Payment Terms: _____ Days Discount (if applicable): _____

Authorized Signature: _____

Title: _____ Date: _____



REFERENCE LIST

Please provide three recent customer or project references

PROJECT REFERENCES

STEP 4

REFERENCE 1

Customer / Company Name	Phone Number
Address / Project Location	
Services Provided	Date Serviced

REFERENCE 2

Customer / Company Name	Phone Number
Address / Project Location	
Services Provided	Date Serviced

REFERENCE 3

Customer / Company Name	Phone Number
Address / Project Location	
Services Provided	Date Serviced



SUBCONTRACTOR INVOICING PROCEDURE

Know when to submit so you know when to expect payment

Once invoices have been approved by your Project Manager after the final walk-through, they will be submitted to Accounting for payment.

WHEN ACCOUNTING RECEIVES IT	STATUS	PAYMENT TIMING
By Wednesday	ON TIME	Paid the following Friday
After Wednesday	LATE	Paid 2 weeks later

Payment is based on when the invoice is received by Accounting, not the invoice date.

The Accounting Department is not responsible for invoices that are not submitted on time. Please communicate with your Project Manager to make sure approved invoices are submitted promptly.

PLEASE SEND ALL INVOICES TO: true_aluminum_inc+expenses@assist.intuit.com

Subcontractor Signature: _____

Date: _____



FLORIDA EXEMPTION VERIFICATION

No Employees Statement

I, _____, hereby certify subject to Florida Statute 440.05 (4) "Any person who, knowingly and with intent to injure, defraud, or deceive the department or any employer or employee, insurance company, or any other person, files a notice of election to be exempt containing any false or misleading information is guilty of a felony of the third degree."

that myself nor my company, _____, had employees or any additional uninsured subcontractors whom worked for me during any jobs performed for _____ between the dates of _____ and _____.

Subcontractor Signature: _____

Date: _____

:

State of Florida

County of: _____

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public Signature

Request for Taxpayer Identification Number and Certification

Go to 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.	1 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.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: 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. ☐ Other (see instructions)	4 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.)
	3b 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 ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

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

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

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.

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