



2731 Hope Mills Road ■ Fayetteville, NC 28306
Phone 910-426-4956 ■ Fax 910-423-6354
www.CapeFearRestoration.com ■ www.CapeFearFlooring.com

Your One-Stop Home Improvement Shop

Installer Name: _____ SS #: _____ DOB: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____ Marital Status: _____

Please list your abilities:

Do you have workman's comp? _____ (Please provide proof)

Do you have general liability insurance? _____ (Please provide proof)

Do you have the tools to do the jobs you listed above? _____

Do you have reliable transportation? _____

Please list references:

Emergency Contact Information

Name: _____ Relationship: _____

Phone: _____ Alternate Phone: _____

Address: _____

Emergency Contact Information

Name: _____ Relationship: _____

Phone: _____ Alternate Phone: _____

Address: _____



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Trade Partner Agreement

This agreement, made by and between TJF Services, Inc, hereinafter referred to as "Cape Fear Flooring," located at 2731 Hope Mills Road, Fayetteville, NC, 28306 and, _____ hereinafter referred to as "Trade Partner", collectively referred to as the "Parties."

RECITALS

Trade Partner is engaged in providing installation services for flooring and home improvements. Trade Partner represents that he or she has complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as a Trade Partner pursuant to this Agreement. Trade Partner is or remains open to conducting similar tasks or activities for entities other than the Cape Fear Flooring and holds itself out to the public to be a separate business entity.

Cape Fear Flooring desires to engage and contract for the services of the Trade Partner to perform certain tasks as set forth below. Trade Partner desires to enter into this Agreement and perform as a Trade Partner for Cape Fear Flooring and is willing to do so on the terms and conditions set forth below.

NOW; THEREFORE, in consideration of the above recitals and the mutual promises and conditions in this Agreement, the parties agree as follows:

STATUS OF TRADE PARTNER

This Agreement does not constitute a hiring by either party. It is the parties' intention that the Trade Partner shall have a Trade Partner Status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, The Workers' Compensation Insurance Code 401 (k) and other benefit payments and third party liability claims. Trade Partner shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Cape Fear Flooring shall not be liable for any obligations incurred by the contractor unless specifically authorized in writing. The trade partner shall not act as an agent of Cape Fear Flooring, ostensibly or otherwise, nor bind Cape Fear Flooring in any manner, unless specifically authorized to do so in writing.

TASKS, DUTIES, AND SCOPE OF WORK

Trade Partner agrees to devote as much time, attention, and energy as necessary to complete or achieve the following list of duties keeping in mind that you may be required to do tasks that are not on the list:

1. _____ Trade Partner is to carry his/her own workman's comp. they are to provide Cape Fear Flooring with proof of insurance certificate. If Trade Partner fails to provide CFFR with evidence of updated yearly insurance a ten percent (10%) penalty will be taken from Trade Partners pay.



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2. _____ CFFR requires Two-thousand five hundred Dollars (\$ 2 ,500) retainage that will be kept for a period of one year after dissolution of contract. If Trade Partner cannot pay in lump sum, it will be deducted at the rate often percent (10%) until the two thousand- five hundred dollars (\$2,500) balance is met. Retainage monies are used to service-customers after sale and installation, if customers have installation problems. Sub-contractors will be given the opportunity to service all of their own installs so it will not be .deducted from their retainage. Refusal to service an install will lead to deductions from retainage to pay an additional Trade Partner to service a customer. Cape Fear Flooring warranties all products and installations for one year after service. As the installer, Trade Partner is agreeing to this warranty.
3. _____ Trade Partner represents Cape Fear Flooring and agrees to represent himself and the company in a professional manner. This includes, but is not limited to: being on time for appointments, having all tools necessary to complete the job, Trade Partner and all persons working with the Trade Partner will be free of alcohol or any other controlled substance that could affect their job performance. Trade Partner is to leave any job site in a neat and orderly fashion. Smoking at job locations will not be permitted unless approved by customer. Cigarette butts are to be extinguished and disposed of.
4. _____ Dress Code: Cape Fear Flooring requires Trade Partners to wear clean clothing. Shirts and hats that represent their company are allowed. All installers must wear work pants or shorts. No cut off shorts or tank tops.
5. _____ Scheduling: Trade Partner will be given scheduling contact at store. Sub-contractor must let scheduling contact know of any times that they will not be available. Scheduling contact will contact . . them daily with next days' work. Trade Partner can pick up job materials at 8 am.
6. _____ Job Changes: Additional work or materials needed at a job must be approved by Cape Fear Flooring. Failure to get proper authorization for additional work will lead to non-payment for additional work.
7. _____ COD: Some jobs will be COD. If Trade Partner collects any monies for a job, they are to be in the same day or morning after completion, if job is completed afterhours. If Trade Partner is unable to collect monies owed, they must call the scheduling contact and notate reason on work order.
8. _____ Trade Partner owned vehicles: Trade Partner must carry his/her own vehicle insurance. CFFR does not assume any responsibility for Trade Partners vehicles.
9. _____ Payment will only be made to Trade Partner. Cape Fear Flooring will not be responsible for payment to any other person on Trade Partners behalf.

10. ____ Non-Warranty Work: On occasion, in regards to sub-flooring quality, some installations will be non-warranty. Trade Partner will be provided with non-warranty stamp to have customer sign off on work order.



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11. ____ Labor fees are set by CFFR and are non-negotiable. Labor Fees can be adjusted in the event of changes in job but refer to item #6.
12. ____ Pay Periods for Trade Partner are Thursdays through Wednesday. Pay day is Friday at 2pm. All jobs must be complete and in work order box by Wednesday to be paid on Friday.
13. ____ Service minimum: a service minimum of \$65.00 will be paid in the event Trade Partner services another Trade Partners job. If minimum needs to be adjusted refer to item #6.
14. ____ Trade Partners may purchase supplies from CFFR. The total amount of supplies bought during the week will be deducted from Fridays check.
15. ____ Trade Partners will be scheduled for work, not guaranteed work. No monies will be paid if the Trade Partner has not completed any jobs. If trade partner is tardy for a job, no jobs will be scheduled for 1 week. If tardiness continues, no work will be scheduled for one month. If tardiness continues to be an issue, no work will be scheduled indefinitely and Trade Partner can only be reinstated by CEO.
16. ____ Cape Fear Flooring does not advance pay to Trade Partners.
17. ____ In the event that a trade partner needs to use CFFR van, a fitting charge will be arranged and deducted from Trade Partners pay on Friday.
18. ____ Waste: Only waste from cape fear flooring jobs are to be discarded in back dumpster.
19. ____ Trade partner must provide Cape Fear Flooring with written notification if/when they will be unavailable for work.

Also including any duties not outlined here that will facilitate our ability to provide superior customer service to our existing customer base.

All materials for scheduled jobs must be picked up by 8am.

All materials are to be paid for in full prior to pick up unless otherwise directed by salesperson scheduling install.

The above to be referred to in this Agreement as the "Scope of Work".



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Trade Partner shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, receiving client payments for service, contractor shall not be entitled to engage in any activities which are not expressly set forth by this Agreement.

The books and records related to the Scope of Work set forth in this Agreement shall be maintained by Cape Fear Flooring at Cape Fear Flooring, principal places of businesses and open to inspection by the Trade Partner during regular working hours. Documents to which the Trade Partner will be entitled to inspect include, but are not limited to, any and all contract documents; change orders/purchase orders and work authorized by the Contractor or Cape Fear Flooring on existing or potential projects related to this agreement.

CFFR shall be responsible to the management and directors of Cape Fear Flooring, but the contractor will not be required to follow or establish a regular or daily work schedule. Cape Fear Flooring retains the right to inspect, stop, or alter the work of contractors to assure its conformity with this Agreement and Cape Fear Flooring's established standards of service.

COMPENSATION

The Trade Partner shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

All Trade Partners will be paid on a weekly basis ONLY ON COMPLETED JOBS FROM WEDNESDAY OF THAT PAY PERIOD WEEK.

NOTICE CONCERNING WITHHOLDING OF TAXES

The Trade Partner recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. The Trade Partner hereby promises and agrees to indemnify Cape Fear Flooring for any damages or expenses, including attorney's fees, and legal expenses, incurred by Cape Fear Flooring as a result of Trade Partner's failure to make such required payments.

AGREEMENT TO WAIVE RIGHTS TO BENEFITS

The Trade Partner hereby waives and foregoes the right to receive any benefits given by Cape Fear Flooring to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Trade Partner by virtue of their services to Cape Fear Flooring, and is effective for the entire duration of Trade Partner's Agreement with Cape Fear Flooring. This waiver is effective independently of Trade Partner's employment status as adjudged for taxation purposes or for any other purpose.

TERMINATION



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This agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving seven (7) days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

NON DISCLOSURE OF TRADE SECRETS, CUSTOMER LISTS, AND OTHER PROPRIETARY INFORMATION

The Trade Partner agrees not to disclose or communicate, in any manner, either during or after the Trade Partners Agreement with Cape Fear Flooring, proprietary information about Cape Fear Flooring, its operations, clientele, or any other proprietary information, that relate to the business of Cape Fear Flooring including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Cape Fear Flooring. The Trade Partner acknowledges that the above information is material and confidential and that it affects the profitability of Cape Fear Flooring. The Trade Partner understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent the Trade Partner feels they need to disclose confidential information, they may do so only after obtaining written authorization from [an officer] to Cape Fear Flooring.

NON-SOLICITATION COVENANT

The Trade Partner shall not, during the Agreement and for a period of three year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Cape Fear Flooring on whom the Trade Partner provided service or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization. Prior relationships or referrals excluded.

NON-RECRUIT COVENANT

The Trade Partner shall not, during this Agreement and for a period of three year immediately following termination of this Agreement, either directly or indirectly, recruit any of Cape Fear Flooring's employees for the purpose of any outside business.

RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers; equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

EXPENSE ACCOUNTS

The Trade Partner and CFFR agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. The Trade Partner is solely responsible for payment of expenses incurred pursuant to this



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Agreement unless provided otherwise in writing by CEO of CFFR. The Trade Partner agrees to execute and deliver any agreements and documents prepared by CFFR and to do all other lawful acts required to establish document and protect such rights.

WORKS FOR HIRE

Trade partner agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the CFFR and shall be the sole property of CFFR for all purposes, including but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

LEGAL COMPLIANCE

The Trade Partner is encouraged to treat all Cape Fear Flooring employees, customers, client's business partners and other affiliates with respect and responsibility. The Trade Partner is required to comply with all laws, ethical codes and Cape Fear Flooring policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Trade Partner agrees to immediately supply Cape Fear Flooring with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation-coverage where required by law and General Liability Insurance, upon request of Cape Fear Flooring.

PERSONS HIRED BY CONTRACTOR

All persons hired by the Trade Partner to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Trade Partner unless specifically indicated otherwise is an agreement signed by all parties. The trade partner shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of Cape Fear Flooring.

NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Trade Partner agrees to keep Cape Fear Flooring current as to their business and mailing addresses, as well as telephone, facsimile, e-mail, cell phone and pager number.

ATTORNEY'S FEES AND COSTS



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If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

INDEMNIFICATION

The Trade Partner shall defend, indemnify, hold harmless, and insure Cape Fear Flooring from any and all damages expenses or liability resulting from or arising out of; any negligence or misconduct on the Trade Partner's part, or form any breach or default of this Agreement which is caused or occasioned by the acts of Trade Partner. Trade Partner shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

Trade Partner shall name Cape Fear Flooring as an additional insured in all related insurance policies including workers' compensation, and general liability.

CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally, or otherwise have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statements, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

PARTIAL INVALIDITY



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If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed under, the laws of the State of NC, Jurisdiction and venue for all purposes shall be in the Country of Cumberland, State of North Carolina.

Executed this _____ day if _____, at _____.

Trade Partner

Date

CFFR Rep

Date

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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. Also see *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:

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.

Sign Here
Signature of U.S. person ►

Date ►

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.