

## TERMS OF AGREEMENT

**SCOPE OF ENGAGEMENT**-SUBCONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by BOSS and SUBCONTRACTOR, with the highest degree of quality and service. SUBCONTRACTOR will work under the direction of the Customer Support Representative/Project Manager of BOSS and in compliance with the associated Work Order throughout the duration of the Agreement to ensure appropriate documents and activities are in compliance.

BUDGET-SUBCONTRACTOR shall receive from BOSS total compensation not to exceed the NTE (Not to Exceed) set forth in the project Work Order without express written authorization by BOSS to increase the NTE. Incurred in-direct costs exceeding the authorized NTE will become the responsibility of SUBCONTRACTOR. UNDER NO CIRCUMSTANCES SHALL SUBCONTRACTOR ACCEPT VERBAL AUTHORIZATION TO INCREASE NTE.

**PAYMENT TERMS**-*All correspondences, quotes, invoices and the associated payments are assumed to be in US dollars.*

No invoices will be processed without a completed invoice packet. Packets will not be considered complete without ALL of the following:

1. A completed BOSS Field Service Report with a site signature for each onsite visit and, if required, a store stamp. If required store stamp is not available, site manager must indicate so on the Field Service Report. Only a BOSS Field Service Report with ALL fields fully completed will be accepted.
2. All invoices must include sub-totals for LABOR, MATERIALS, DELIVER and SALES TAX (if applicable).
3. Invoices must include details regarding the number of technicians, number/type of equipment used, and any materials used.
4. Within ten (10) business days following BOSS'S receipt of a properly completed invoice packet, BOSS shall notify SUBCONTRACTOR of any disputed amounts included on the invoice. BOSS agrees to pay SUBCONTRACTOR all undisputed amounts included on the invoice within forty-five (45) calendar days of receipt of the complete invoice packet. All checks are to be made payable to SUBCONTRACTOR and mailed to the address indicated in this Agreement.

COMPLETE INVOICE PACKETS NOT RECEIVED WITHIN 7 DAYS FROM DATE OF WORK COMPLETION MAY BE SUBJECT TO A BACKCHARGE. FAILURE TO SUBMIT A COMPLETE INVOICE PACKET WITHIN 10 DAYS FROM DATE OF COMPLETION MAY BE SUBJECT TO REJECTION

WITHOUT PAYMENT. MONTHLY RECURRING SERVICE INVOICES MUST BE SUBMITTED WITHIN 10 DAYS OF THE MONTH OF SERVICE.

SUBCONTRACTOR agrees that in the event of any labor dispute or difficulties it will settle same in manner satisfactory with BOSS, and failing to do so, at its option, BOSS may terminate this Agreement immediately and pay the SUBCONTRACTOR for that portion of the authorized Work that has been performed to the date of such dispute or difficulty.

SUBCONTRACTOR shall keep all records and make all payments required by the Federal Social Security Act and all Social Security, Unemployment, Compensation or other laws and regulations respecting its business and employees, in any and all states in which it does business.

All records of SUBCONTRACTOR shall be available for inspection and audit by BOSS at the SUBCONTRACTOR's office during regular business hours for three (3) years after the date of the latter of the SUBCONTRACTOR's final payment, or completion of the Work.

BOSS shall have no obligation to pay, or to see to the payment of any monies to any further subcontractor of SUBCONTRACTOR. Nothing contained herein shall be deemed to create any contractual relationship between BOSS and any further subcontractor of SUBCONTRACTOR, or to create any rights in any further subcontractor against BOSS or its Principal Client.

In the event that this Agreement is terminated by the default of the SUBCONTRACTOR, the SUBCONTRACTOR shall have no rights, claims, or mechanics' liens against the above-described Premises under the terms of this Agreement, and SUBCONTRACTOR does hereby agree to waive all of said rights and claims, including the right to file any liens under the applicable state's Statutes.

#### REPRESENTATIONS AND WARRANTIES

**COMPLIANCE WITH APPLICABLE LAWS-**SUBCONTRACTOR represents that it has requisite experience, knowledge and expertise, suitable facilities and qualified personnel to properly and professionally carry out the work outlined above. SUBCONTRACTOR shall conform to and abide by all local Municipal, County, State and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable to SUBCONTRACTOR's business. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information materials. SUBCONTRACTOR shall immediately notify BOSS in writing if any of its licenses and permits are revoked, suspended, or if any lapse.

**GUARANTY OF WORKMANSHIP-** The SUBCONTRACTOR shall guarantee all work under this Agreement against defective material or workmanship for a period of one (1) year from date of final payment; and during such one (1) year period, SUBCONTRACTOR shall make all repairs and

replacements and maintain any equipment damaged, as a result of such defects. The SUBCONTRACTOR shall assign to BOSS' Principal Customer, all manufacturer and supplier's warranties upon installation thereof.

**LIABILITY AND INDEMNIFICATION-**To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend and hold harmless the Contractor as well as all parties listed below as additional insureds, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) brought against any of the Indemnitees by any person or entity, arising out of or in connection with or as a result or consequence of the performance of the Work of the Subcontractor, as well as any additional work, extra work or add-on work, whether or not caused in whole or in part by the Subcontractor or any person or entity employed, either directly or indirectly by the Subcontractor including any subcontractors thereof and their employees. The parties expressly agree that this indemnification agreement contemplates 1) full indemnity in the event of liability imposed against the Indemnitees without negligence; and 2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim which negligence is expressly accepted from the Subcontractor's obligation to indemnify. Attorneys' fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Subcontract Agreement. Indemnification under this Agreement shall operate whether or not Contractor has placed and maintained the insurance required under this Agreement. The Subcontractor shall cause all subcontract agreements it enters into to include this indemnification clause so as to ensure that Contractor and all Indemnitees hereunder shall have the same protection from sub-subcontractors as is afforded by the Subcontractor.

**AGENT OF DISCLOSED PRINCIPAL CUSTOMER-**It is hereby understood and acknowledged by SUBCONTRACTOR that BOSS is an agent for its disclosed Principal Customer; SUBCONTRACTOR shall perform all authorized services at BOSS'S Principal Customer's place of business. As such, BOSS'S Principal Customer remains primarily liable for the payment to SUBCONTRACTOR for the authorized services rendered. In the event that BOSS'S Principal Customer declares bankruptcy, and/or ceases operations, BOSS, as Creditor, will submit a Proof of Claim in a particular bankruptcy proceeding, for the full amount of agreed upon and authorized services, and use reasonable commercial efforts to attempt to obtain payment. In such event, SUBCONTRACTOR agrees not to look directly to BOSS for payment, but instead, will await payment, if any, in an amount determined by such court, pursuant to a formal plan of distribution approved by the subject bankruptcy court, in the case of bankruptcy.

## OTHER TERMS

**INSURANCE**-Without limiting SUBCONTRACTOR'S duty to indemnify BOSS during the term of this SUBCONTRACTOR Agreement, SUBCONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this SUBCONTRACTOR Agreement. All Contracts, Purchase Orders, Work Orders, Job Orders, etc., accepted by you shall be presumed accepted subject to all terms and conditions of this Blanket Agreement. SUBCONTRACTOR shall furnish prior to commencement of work, a Certificate of Insurance satisfactory to BOSS, listing **"Boss Facility Services Inc." as "Additional Insured,"** and evidencing coverage requirements and limits stipulated below:

- **Commercial General Liability (CGL)** coverage with limits of Insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate.
  1. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  2. CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, residential projects (if applicable) and personal and advertising injury.
  3. Contractor, Owner and all other parties who Contractor is required to name as additional insureds by any contract, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or a combination of CG 20 10 (10 01) & CG 20 37 (10 01), or an endorsement providing equivalent or broader coverage to the additional insureds. The coverage provided to the additional insureds under the policy issued to the Subcontractor shall be at least as broad as the coverage provided to the Subcontractor under the policy. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
  4. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
  5. CGL coverage shall not have exclusions for residential projects, territorial limitations, bodily injury to employees, work at heights or any other exclusion deemed unacceptable to the Contractor.
- **Automobile Liability**
  1. Business Auto Liability with limits of at least \$1,000,000 for each accident.

2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
3. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- **Commercial Umbrella**

1. Umbrella limits must be equal to or greater than **\$5,000,000**.
2. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
4. Umbrella coverage shall not have exclusions for residential projects, territorial limitations, bodily injury to employees, work at heights or any other exclusion deemed unacceptable to the Contractor.

- **Workers Compensation and Employers Liability**

1. Employers' Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

- **Waiver of Subrogation** – Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers' liability insurance maintain per requirements stated above.
- **Notice of Cancellation** – The required insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.
- The Subcontractor shall not sublet any part of its work without written approval from BOSS, the Owner or Contractor. The Subcontractor shall not sublet any part of its work without assuming full responsibility for requiring similar insurance from its subcontractors and shall submit satisfactory evidence to that effect to the Contractor. Each such insurance policy of the sub-subcontractor, except the Workers Compensation Policy, shall include

the Owner, the Contractor and all other parties who Contractor is required to name as additional insureds by any contract as an additional insured.

- Prior to commencing the work, the Subcontractor shall submit to the Contractor a certificate of insurance, a copy of the Additional Insured Endorsement and a copy of the applicable Other Insurance clause that is part of the Subcontractor's Commercial General Liability Policy. The certificate of insurance must include the following wording in the Description of Operations Section: A copy of the entire Commercial General Liability policy with all endorsements shall be submitted to the Contractor when requested.
- Notwithstanding anything to the contrary herein, Subcontractor acknowledges and agrees that any claims for damage to BOSS' principal customer's Premises, allegedly caused by Subcontractor must be first submitted to Subcontractor's own insurance, and Subcontractor shall promptly provide all of the necessary insurance information to BOSS, including but not limited to: any claim forms, filings, investigative reports, witness statements, photos, and/or video evidence of any such alleged damage(s), as soon as the same is available.

**NON-DISCLOSURE REQUIREMENTS-SUBCONTRACTOR** acknowledges that being contracted by BOSS involves coming into contact with confidential information ("Confidential Information"), described further below, belonging to BOSS and its customers or potential customers. SUBCONTRACTOR also acknowledges that BOSS has, among other legitimate interests, a significant interest in protecting from disclosure Confidential Information, including the methods by which BOSS does business, and the identity of BOSS'S customers.

Confidential Information shall mean BOSS'S trade secrets, confidential or proprietary information and all other information, in whatever form, documents or materials (electronically stored or otherwise), the confidentiality of which BOSS takes reasonable measures to protect. Confidential Information includes, but is not limited to:

*Internal procedures, programs, confidential data forms, business records and plans, customer lists and records, identities of customers and prospective customers, information regarding the habits and needs of customers or prospective customers, pricing structure, discounts, costs, financial information, business methods, databases, computer programs, operating procedures, information provided to BOSS by BOSS'S customers, information related to consulting projects, the content of project reports, confidential communications between BOSS and its customers, other proprietary information that BOSS determines is Confidential Information.*

While performing services for BOSS, and at any time thereafter, SUBCONTRACTOR shall not use or disclose, directly or indirectly, any Confidential Information except as authorized by BOSS in a prior writing. SUBCONTRACTOR further agrees that it shall not use Confidential Information for

any purpose other than as required for performing services for BOSS, and for the exclusive benefit of, BOSS.

SUBCONTRACTOR agrees that all documents and materials (electronically stored or otherwise) containing Confidential Information that SUBCONTRACTOR receives or prepares during its performance of services for BOSS are, and shall remain at all times, the property of BOSS. Under no circumstances shall information be copied or removed from BOSS'S premises except as instructed by the President of BOSS or his designee. The originals and all copies of documents or materials containing Confidential Information shall be maintained at BOSS'S offices and shall not be removed without the prior written consent of BOSS'S President or designee.

All documents and materials (electronically stored or otherwise) related in any manner to SUBCONTRACTORS services for BOSS and its Disclosed Principal Customer(s) shall be returned to BOSS by no later than the last day of SUBCONTRACTOR will perform any services on BOSS'S behalf, regardless of why such Agreement has come to an end.

**NON-COMPETE/COMPETITION**-While performing services for BOSS, and for a period of two (2) years following SUBCONTRACTORS termination of services for BOSS, SUBCONTRACTOR shall not directly, or indirectly, accept any job, work order, or perform any services, or have any other relationship (including, without limitation, to own, manage, operate, control, be employed by, or participate) with a Client or account of BOSS that SUBCONTRACTOR previously performed services for on BOSS'S behalf. During such timeframe, any and all such work requests that may come to SUBCONTRACTORS attention from a Client or account of BOSS shall be immediately directed to BOSS.

Because BOSS provides services to national and international businesses, and because its activities are conducted in person, by telephone, and over the internet, on a nationwide and international basis, the foregoing restrictions shall apply throughout the United States, for the two-year period.

The restrictions stated in the above paragraphs shall be applicable regardless of the reasons SUBCONTRACTORS' performance of services for BOSS comes to an end. SUBCONTRACTOR acknowledges that the restrictions stated in the above paragraphs are reasonable and that, despite such restrictions, SUBCONTRACTOR will be able to earn a livelihood and engage in its profession. SUBCONTRACTOR further acknowledges that the geographic location designated above is also reasonable because BOSS does business worldwide with national and international companies, and the period of time (2 years) designated above is reasonable for the protection of BOSS'S legitimate interests, including the protection of its trade secrets and other Confidential Information.

SUBCONTRACTOR further agrees that during the term of its performance of services on behalf of BOSS, and for two (2) years following

the last day of such services, regardless of the reasons such termination comes to an end, SUBCONTRACTOR will not, either on its own behalf or on behalf of any other person or entity, directly or indirectly (i) hire, solicit, or encourage any employee of BOSS to leave BOSS, or (ii) solicit, entice away or divert any person or entity who is a Client and/or account of BOSS.

For purposes of this section the term Client shall mean:

Any company and/or individual with whom BOSS has done business during the two-year period immediately preceding the last day of SUBCONTRACTORS performance of services;

The contact person(s) of any company with whom BOSS has done business during the five-year period immediately preceding the last day of SUBCONTRACTORS performance of services, regardless of whether such person has an equity interest in such company, and even if such person changes employment to a business entity that is not a client of BOSS during the five-year period immediately preceding the last day of SUBCONTRACTOR'S performance of services.

IN NO EVENT SHALL BOSS AND/OR ITS DISCLOSED PRINCIPAL CUSTOMER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES, WHICH MAY ARISE IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR NON-PERFORMANCE OF AN OBLIGATION, IN WHOLE OR IN PART, BY SUBCONTRACTOR.

**ENTIRE UNDERSTANDING**-This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreement or understanding between the Parties hereto.

This Agreement may not be changed or modified, released, discharged, abandoned, waived or terminated, in whole or in part, except by an instrument in writing signed by both of the Parties hereto.

This Agreement may not be assigned by SUBCONTRACTOR without the prior written consent of BOSS. Any attempted assignment of this Agreement or of any of the rights or obligations hereunder by SUBCONTRACTOR, without such prior written consent, shall be void and without any legal effect.

If any provision or clause of this Agreement, or portion thereof, shall be held by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full effect, without regard to the illegal, void and/or unenforceable portion(s), as the case may be.

**ATTORNEY FEES-**

The prevailing party in any legal action brought due to a material breach by the other, or to interpret or enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorney's fees.

**NOTICES**-All notices and other communications hereunder and hereafter, shall be deemed to have been duly given upon electronic delivery and/or by recognized overnight delivery service, upon delivery to the Parties at the respective addresses above, or as may be supplemented in writing.

**INDEPENDENT CONTRACTOR**-The relationship between Boss and SUBCONTRACTOR is solely that of independent contractors. BOSS shall not be responsible for withholding taxes with respect to SUBCONTRACTOR compensation hereunder. SUBCONTRACTOR shall have no claim against BOSS hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

SUBCONTRACTOR certifies to BOSS that SUBCONTRACTOR is in full compliance with the immigration laws of the United States relating to the SUBCONTRACTOR's employees assigned by SUBCONTRACTOR to perform any services hereunder, and further certifies that all of SUBCONTRACTOR's employees are authorized by law to work in the United States, and that SUBCONTRACTOR's employees have presented documentation to SUBCONTRACTOR that establishes both identity and work authorization in accordance with applicable immigration regulations. To the best of SUBCONTRACTOR's knowledge, information and belief, SUBCONTRACTOR certifies that the documentation presented to SUBCONTRACTOR is genuine and accurate. SUBCONTRACTOR further certifies that SUBCONTRACTOR complies with all federal, state, and local labor and employment laws, and wage and hour laws, as these laws may relate to SUBCONTRACTOR's employees performing services for BOSS.

SUBCONTRACTOR further certifies to BOSS that SUBCONTRACTOR is a responsible employer. A "Responsible Employer" is an employer who, for the purposes of the Employer's project, provides a legitimate health insurance plan for its employees and their families, provides workers' compensation insurance coverage for its employees (unless provided by the government), and does not misclassify its employees as "independent contractors."

**INTERPRETATION AND JURISDICTION**-This Agreement shall be interpreted exclusively pursuant to the laws of the State of New York, without regard to its choice of law provisions. SUBCONTRACTOR expressly agrees that any action or proceeding to interpret or enforce this Agreement shall be brought exclusively within a state or federal court of competent

jurisdiction within the County of Suffolk, State of New York, and SUBCONTRACTOR hereby consents to such jurisdiction and venue.

Please accept the terms and conditions by checking the box below. Thank you for your cooperation.

## **IMPORTANT INVOICING REQUIREMENTS**

### **INVOICE REQUIREMENTS:**

- All invoices must include a clear breakdown showing # techs, hourly rate, labor, materials, freight and sales tax, if applicable. “Lump Sum” or “As Quoted” invoices will immediately be rejected. **This is a tax authority requirement** and must be strictly adhered to.
- Boss Facility Services (BOSS) is not exempt from sales tax. Unless you are provided with a Resale Certificate by BOSS for a specific state, you must include sales tax as required by the local tax regulations. BOSS is a facility service management company NOT a general contractor. Please consult your CPA if you are unsure if your services are taxable.
- All sign off documents must be submitted within seven (7) business days of the work completion date to ensure we are able to consistently meet the clients’ deadlines. Please contact [billingsupport@bossfacilityservices.com](mailto:billingsupport@bossfacilityservices.com) to request an extension. The last thing anyone wants is to lose payment for all our hard work because we missed a deadline.
- Submit only one invoice per work order. Our system will not accommodate progress billings.
- All billing documents must be uploaded to our vendor portal at <https://www.bossfacilityservices.com>.

**SIGN OFF REQUIREMENTS:** Uploading your documents to the portal now circumvents the need to add a work order number to every submitted document. The portal will assign a number that correlates to the information you enter on the portal and push that into the document queue.

- You are provided with a Boss UPC encoded sheet with every work order. The information on the form is important to ensuring your call is billed properly. If your field techs use a company/electronic sign off document, please have your office submit the Boss UPC sign off sheet AND your company sign off together with the invoice.
- If the client you are servicing requires you call in/out on their IVR system, it will be noted on the work order, and you MUST do so. To avoid rejections, your sign off sheet in/out time must agree to the IVR in/out times. Some clients reject any invoices when vendors fail to

IVR and/or the sign off times don't agree to the IVR time. If the tech is unable to access the IVR system, it's important to note it on the sign off and have the site manager sign off on it.

- Please be sure to note every site visit, whether you charge for the time or not. Your sign off sheets are the equivalent of a "job book" and are considered legal documents in the event of an insurance/legal claim.

**REQUIRED LIEN WAIVERS TO BE COMPLETED BY SUBCONTRACTOR:**

Being Subcontractor, you are required to file out the lien waiver forms attached. The following requirements must be met:

1. The name of your company must be completed.
2. The time frame the work took place must be completed.
3. Job Address must be stated on the waiver.
4. The dollar amount of the job must be indicated.
5. The Sub-contractor section of the waiver must be completed.
  - a) If a further Sub-contractor was used, please submit a Sub-Contractor Unconditional Affidavit and Waiver of Lien-Acknowledgement of final payment for each Sub-Contractor.
  - b) If a further Sub-contractor was not used, please indicate " **NONE**".
6. The Supplier section of the waiver must be completed.

**MATERIALS** Each and every Material Supplier who delivered Materials, Equipment, and/or Machinery to the site, or fabricated Materials specifically for the Project, or a value in excess of \$1,000.00, not listed on a previous Sub-Contractor affidavit and Waiver of Lien Acknowledgement of Payment a **MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN-- ACKNOWLEDGMENT OF PAYMENT** is required.

If a Supplier was not used, please indicate "**NONE**" or "**FROM STOCK**".

7. The waiver must be signed by an officer of the company.
8. The waiver must have an original signature. (copy or fax is not acceptable)
9. The waiver must be Notarized and Sealed.

**Following all of the above procedures will expedite the payment.**

Please return the signed Lien Waivers to:

Attn:

**SUB-CONTRACTOR CONDITIONAL FINAL AFFIDAVIT AND WAIVER OF LIEN –  
ACKNOWLEDGMENT OF PAYMENT**

\_\_\_\_\_ being Sub-Contractor having a contract **with BOSS Facility Services, Inc.** has performed work and

/or furnished Materials, Equipment, and/or Machinery for the \_\_\_\_\_ Project during the period from \_\_\_\_ to

\_\_\_\_\_ its address being: \_\_\_\_\_, City/State: \_\_\_\_\_.

**Upon receipt by the undersigned of a check from \_\_\_\_\_ in the sum of \$ \_\_\_\_\_ and when the check has been endorsed and paid by the bank upon which it is drawn then this document becomes effective to release any mechanics' lien, material supplier's lien, stop notice or other claim of the undersigned to the project referenced above and payment shall be deemed to have been made in full for the performance of the contract.**

**Further SUB-CONTRACTORS** Each and every Sub-Contractor who performed work for the Sub-Contractor on the Project listed below and payments have been made in full for the following amounts:

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<i>Sub-Contractor</i>	<i>Address</i>	<i>Description of Work</i>	<i>Amounts</i>
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**MATERIALS** Each and every Material Supplier who delivered Materials, Equipment, and/or Machinery to the site, or fabricated Materials specifically for the Project, or a value in excess of

\$1,000.00, not listed on a previous Sub-Contractor affidavit and Waiver of Lien Acknowledgement of Payment is listed below and has been paid in full for the following amounts:

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<u>Supplier</u>	<u>Address</u>	<u>Description of Material</u>	<u>Amounts</u>
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All Labor, Materials, Equipment, and/or Machinery, or Material especially fabricated for the project, supplied by the Sub-Contractor or Supplier has been paid for in full. A Sub-Contractor Final or Supplier Final Affidavit and Waiver of Lien – Acknowledgement of Payment for each of the above named is attached hereto.

\_\_\_\_\_ (Sub-Contractor) hereby waives all rights to liens and claims against the Owner to the amount of payment received for the performance of his Contract and further states that no other person has any right to a lien or claim against the Owner on account of work performed or for material supplied during the period.

\_\_\_\_\_ being \_\_\_\_\_ (Sub-Contractor) hereby acknowledge the foregoing in full and certifies this (name) \_\_\_\_\_ (officer's title)

to be a true and accurate statement.

\_\_\_\_\_  
(Signature – Officer of Company)

Print Name and Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this    day of 20

Notary Public \_\_\_\_\_

(Stamp/Seal)

**SUB-CONTRACTOR CONDITIONAL PARTIAL AFFIDAVIT AND WAIVER OF LIEN –  
ACKNOWLEDGMENT OF PAYMENT**

\_\_\_\_\_ being Sub-Contractor having a contract with **Boss Facility Services, Inc.** has performed work and /or furnished Materials, Equipment, and/or Machinery for the [CUSTOMER] Project during the period from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ its address being: \_\_\_\_\_, City/State: \_\_\_\_\_.

**Upon receipt by the undersigned of a check from Customer in the sum of \$ \_\_\_\_\_ and when the check has been endorsed and paid by the bank upon which it is drawn then this document becomes effective to release any mechanics' lien, material supplier's lien, stop notice or other claim of the undersigned to the project referenced above and payment shall be deemed to have been made in full for the performance of the contract.**

**Further SUB-CONTRACTORS** Each and every Sub-Contractor who performed work for the Sub-Contractor on the Project listed below and payments have been made in full for the following amounts:

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<i>Sub-Contractor</i>	<i>Address</i>	<i>Description of Work</i>	<i>Amounts</i>
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**MATERIALS** Each and every Material Supplier who delivered Materials, Equipment, and/or Machinery to the site, or fabricated Materials specifically for the Project, or a value in excess of \$1,000.00, not listed on a previous Sub-Contractor affidavit and Waiver of Lien Acknowledgement of Payment is listed below and has been paid in full for the following amounts:

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<i>Supplier</i>	<i>Address</i>	<i>Description of Material</i>	<i>Amounts</i>
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All Labor, Materials, Equipment, and/or Machinery, or Material especially fabricated for the project, supplied by the Sub-Contractor or Supplier has been paid for in full. A Sub-Contractor Final or Supplier Final Affidavit and Waiver of Lien – Acknowledgement of Payment for each of the above named is attached hereto.

\_\_\_\_\_ (Sub-Contractor) hereby waives all rights to liens and claims against the Owner to the amount of payment received for the performance of his Contract and further states that no other person has any right to a lien or claim against the Owner on account of work performed or for material supplied during the period.

\_\_\_\_\_ being \_\_\_\_\_ (Sub-Contractor) hereby acknowledge the (name) \_\_\_\_\_  
\_\_\_\_\_ (officer's title)

foregoing in full and certifies this to be a true and accurate statement.

(

\_\_\_\_\_

(Signature – Officer of Company)

Print Name and Title:

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of 20 \_\_\_\_

Notary Public \_\_\_\_\_

(Stamp/Seal)

**SUB-CONTRACTOR UNCONDITIONAL AFFIDAVIT**

**AND WAIVER OF LIEN-ACKNOWLEDGMENT OF FINAL PAYMENT**

\_\_\_\_\_, being Sub-Contractor having a contract with \_\_\_\_\_.

(General Contractor) has performed work and/or furnished Materials, Equipment and/or Machinery for the [CUSTOMER] Project during the period from \_\_\_\_\_ to \_\_\_\_\_ **its job address being** \_\_\_\_\_, **City/State:** \_\_\_\_\_.

***The undersigned does acknowledge the receipt of payment from \_\_\_\_\_, totaling***

***\$ \_\_\_\_\_ and releases any and all mechanic's lien, material supplier's lien, stop notice or other claim of the undersigned to the project referenced above and payment has been made in full for the performance of the contract.***

***Materials:*** *Each and every material supplier who delivered materials, equipment and/or machinery to the site, or fabricated materials especially for the Project, of a value in EXCESS of \$1,000.00 is listed below and has been paid*

*in full for the following:*

Supplier _____	Address _____	Description of work _____	Amount _____
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\_\_\_\_\_(Sub-Contractor) hereby waives all rights to liens and claims against the General Contractor to the amount of payment received for the performance of his Contract and further states that no other person has any right to a lien or claim against the General Contractor on account of work performed or for material supplied during the period.

\_\_\_\_\_ being the \_\_\_\_\_ (Sub-Contractor) hereby acknowledges (name) \_\_\_\_\_  
\_\_\_\_\_(officer's title)

**the foregoing in full and certifies this to be a true and accurate statement.**

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**(Signature – Officer of Company)**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

**Subscribed and sworn to before me this** \_\_\_\_\_ **day of , 20** \_\_\_\_\_ **.**

**Notary Public:** \_\_\_\_\_

**Seal:**

**MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN-- ACKNOWLEDGMENT OF PAYMENT**

Supplier: \_\_\_\_\_

Project : \_\_\_\_\_

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

Owner: \_\_\_\_\_

Period From \_\_\_\_\_ to \_\_\_\_\_  
Date Date

**MATERIALS**, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the project during the period as follows:

Description:

\_\_\_\_\_ (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the owner therefore.

\_\_\_\_\_  
(Signature – Officer of the Company)

\_\_\_\_\_  
(Title )

\_\_\_\_\_  
(Date)

OTHER NOTEWORTHY REQUIREMENTS:

- We cannot issue any payments unless we have a valid W9 on file. Pursuant to section 6041 Internal Revenue Code of 1986, you are required to furnish to BOSS your Federal I.D. for the annual 1099 Information Return. Please complete a Form W-9 with your Federal Identification Number or Social Security Number. List the identification number that you use to file your business income tax. If the number is a social security number, you must include the name of the person whose social security number is being used. Please submit a copy of your W-9.
- You must have a valid insurance certificate on file covering the service dates. If we don't have a valid certificate when payment is issued you will be back charged 20% for Workers Compensation and/or 10% for General Liability.
- We make every attempt to contact you at least one week before the scheduled payment date to give you an opportunity to submit a certificate. Once the check is cut, you will not be reimbursed.

**Note:** All compliance documents should be submitted to [vendorcompliance@bossfacilityservices.com](mailto:vendorcompliance@bossfacilityservices.com) or directly through the vendor portal.

**If you have questions pertaining to the information outlined above, please contact Vendor Compliance @ [vendorcompliance@bossfacilityservices.com](mailto:vendorcompliance@bossfacilityservices.com).**