



Prospective Trade Partner

Introduction and Checklist

Thank you for your interest in becoming a Trade Partner with Terry Peterson Residential. It is our goal to contract the most qualified, committed and upstanding contractors in our region.

Should you be chosen to provide a bid for a future or existing project, you will be required to sign up for our free automated work order program. We currently use "Buildtopia" which is an online program that you, as the contractor, can access from any computer with internet access to review lot information and obtain work orders. Further instructions will be given should a qualified bid be accepted for a project. Work orders are critical to our processes and must be obtained for any billable work that is requested of you.

Please make sure you have the following items turned in to be considered:

To become a qualified bidder:

- W-9 (attached)
- Information Sheet (attached)
 - o References are mandatory, please be sure not to leave them out
- Certificate of General Liability and Workers' Compensation
 - o These certificates must originate from your insurance providers office. They may be faxed to 757-460-2336, attention: Susan Dodge, with Terry Peterson listed as the certificate holder.
- Safety Agreement (attached)
- Warranty: all work is to be warranted as per the current VA/FHA and HW-10 programs.

To be accepted as the qualified contractor on a new or existing job:

- Access to an internet connection will be expected, as well as participation in our online "Buildtopia" system
- Scope of Work and Standards Agreement (signed)
 - o You will be provided with a scope of work for your specific trade. This scope as well as individual project specifications should be included in your proposal. Additional specifications will either be given in writing and/or specified on plans.
- Term of price protection to be guaranteed and specified.



Terry Peterson Residential Companies
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SUBCONTRACTOR / SUPPLIER INFORMATION SHEET

This form as well as a current Certificate of Insurance indicating coverage and limits of General Liability and Workmen's Compensation must be completed and turned in to Terry Peterson's main office to the attention of Susan Dodge prior to working on any job site.

Company Name: _____ Owner: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Phone #s: Office: _____ Home: _____
 Cell #: _____ Pager: _____
 Nextel: _____ Fax#: _____
 E-mail: _____

Contacts: _____ Phone: _____
 Subcontractor: _____ Supplier: _____ Both: _____

Principals or Officers:

Name	Title	Social Security #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal ID#: _____ W-9 Attached _____ State ID#: _____
 Names, addresses and phone numbers of persons or firms that supply materials or equipment to your jobs:

Name	Address	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trades you are currently performing: _____

Estimated gross dollar amount of work performed last year: \$ _____

Special equipment or capabilities: _____

Number of Employees: _____ Highest number employed at one time: _____

Number houses/units your company is capable of performing at any given time: _____

List the names, addresses and phone numbers of three builders you have worked for in the last two years that we may contact for references:

Name	Address	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant: _____ Date: _____

TPR Intials: _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

TERRY PETERSON RESIDENTIAL



SUBCONTRACTOR SAFETY PROGRAM

SCOPE

Each subcontractor to Terry Peterson Residential (hereinafter referred to as Company) is contractually obligated to comply with all statutory safety requirements and the Company safety program. These combined safety requirements constitute the minimum safety performance expected from each employer working on Company project sites.

SUBCONTRACTORS RESPONSIBILITIES

1. To be sure each of their employees is properly briefed on safety and understands all of the safety requirements, procedures and regulations pertaining to his or her job.
2. To be responsible for regular tool box safety meetings pertinent to the hazard exposures of the project.
3. To monitor daily the workplace, work methods and procedures of his company's employees to eliminate unsafe acts and conditions. To inspect tools and equipment in use for conformance with safety regulations.
4. To meet periodically with Company management to resolve any safety problems or conditions.
5. To report and record accidents and injuries as required by law. All serious accidents and injuries shall be reported to Company management immediately and shall be investigated to determine what can be done to prevent recurrence.
6. Subcontractors shall maintain on-site First-Aid supplies meeting WOSH requirements 29 CFR 1926.50 and kept in clean and sanitary condition.
7. Subcontractors shall correct safety violations or discrepancies immediately when identified by Company management or their agents. Failure to do so may result in termination of contract.
8. Subcontractor shall provide or ensure adequate sanitary facilities, i.e. toilets, potable water for washing, drinking water and cups are available for their employees.

SAFETY REQUIREMENTS TO RECEIVE SPECIAL ATTENTION

Housekeeping and clean-up; all rubbish and debris generated by your forces will be removed with sufficient frequency to keep the jobsite free of conditions that would impede work progress or create a safety, health and/or fire hazard. Nails in scrap material shall be bent over or removed immediately upon exposure.

1. **Fire.** No open burning shall be permitted on site without a burning permit and permission of Company. Welding, flame cutting or other open flame procedures shall be performed with additional fire protection immediately available, a fire watch posted and the area closely inspected for sparks or fire following the procedure.
2. **Power Tools.** All power tools shall be properly grounded, be equipped with functioning guards and be in good working order.
3. **Electrical Outlets.** Electrical outlets will be ground fault circuit interrupter (GFCI) equipped. All extension cords will have a functioning ground and be free of all defects.
4. **Scaffolds and ladders.** All scaffolding and ladders brought on the jobsite shall meet prevailing safety standards and shall be inspected daily by the subcontractor for proper set up, guard rails and tie offs where required. All employees will be trained in ladder and scaffold safety per 29 CFR 1926.1053.
5. **Personal Protective Devices.** The subcontractor is responsible for requiring the use of personal protective equipment in the presence of a hazard exposure. Sturdy work type shoes are required for all employees. Tennis or soft athletic type shoes are expressly forbidden.
6. **OSHA 200 Summary.** Subcontractors are required to maintain a current OSHA 200 log listing all injuries on a calendar year basis. The OSHA 200 summary must be completed and a copy provided to the Company for posting at any Company job site at which the subcontractor may perform work during the month of February. Subcontractors are cautioned that failure to provide the OSHA 200 summary for posting may result in their receiving a citation and the fine from VOSH.
7. **Protection of Others.** Any time any operation is being performed in which the work presents a hazard to other employees, the work shall be stopped until proper safeguards or methods can be utilized.
8. **Hazard Communication Program.** Each contractor and subcontractor shall be responsible for maintaining a Hazard Communication Program, including the training of their employees, in compliance with the VOSH Hazard Communication Standard, 29 CFR 1910.1200.

When employees of a subcontractor may be exposed to hazardous chemicals the general contractor shall provide a list of the hazardous chemicals being used at that jobsite and make available Material Safety Data Sheets (MSDS).

Likewise, it shall be the responsibility of all subcontractors to provide the appropriate MSDS to the general contractor for all hazardous chemicals being used by their company to which other contractors' employees may be exposed.

When exposure to a hazardous chemical is expected, each employer shall be responsible for the appropriate training of their employees prior to the use of the hazardous material.

9. **Illegal Drugs / Alcohol.** Subcontractors will adhere to the Company's policy strictly prohibiting the use, possession, sale or being under the influence of illegal drugs or alcohol while on the site.
10. **Polychlorinated Biphenyls (PCB), Hazardous Chemical Waste and Debris, Volatile Organic Components (VOC) and Petroleum Products.** Subcontractors are prohibited from disposing any hazardous and chemical waste including, but not limited to, paint thinners or any other associated products and their respective containers in the dumpsters provided by the contractor.

If the subcontractor generates hazardous and chemical waste and petroleum products on the project site or staging area off site, the subcontractor agrees to be responsible for the management and disposal responsibilities as described in CFR 40 Part 262-271, EPA, local county, state and any other associated agencies.

Subcontractors are required to follow all safety regulations pursuant to this project and to pay particular attention to the areas outlined above. An accident-free project can be achieved only through the cooperation of all those who are involved on the jobsite. We ask your cooperation in correcting and/or reporting all hazardous conditions which your forces may encounter. Our goal is zero accidents.

Further, all subcontractors are required to sign the following form, acknowledging receipt of the Company Subcontractor Safety Program and agreeing to its contents.



SUBCONTRACTOR'S SAFETY PROGRAM RECEIPT

TO: ALL SUBCONTRACTORS

Please sign and return this document.

_____ has received the Terry Peterson Residential Subcontractor Safety program. We agree to adhere to the requirements as outlined in this program and maintain a safe and healthful work site. We understand that failure to comply with this program or violations of Virginia Occupational Safety and Health Standards can result in stoppage of work by company management or cancellation of the subcontract.

Signature / Title of Company Official

Printed Name / Title

Date

MASTER PURCHASE ORDER CONTRACT

Sample ONLY

PROJECT: KINGS PARK TPRC

DATE:

DESCRIPTION OF WORK:

Date of Vendor Proposal:

VENDOR:

Price Expiration Date:

Pursuant to the terms and conditions herein, please furnish and/or install the following products at the price(s) shown (which includes the cost of freight, packing, crating and sales tax unless otherwise indicated) on the attached proposal and/or Master Purchase Order request sheet.

Any work performed outside of this contract or in contrast with the specific terms, conditions, or amounts listed in this contract, represents a Variance that requires a Terry/Peterson Residential Variance Purchase Order. Each variance on an invoice must be listed as a separate line item with a corresponding Variance Purchase Order #, which should be obtained from Terry/Peterson Residential personnel prior to work commencement.

PAYMENT SCHEDULE: Invoices are paid on the 10th of each month. All invoices dated and received by the 25th will be paid on the 10th of the following month. All work for which payment is requested must be complete by the 25th to be eligible for payment the following 10th. Invoice submittal for incomplete work is prohibited and will result in payment delay until the next pay period unless approved prior by TPRC office management.

INSURANCE/W-9: Vendor hereby certifies the Vendor has Workmen's Compensation Insurance and General Liability Insurance in effect as of contract date. Evidence of this insurance in the form of a Certificate of Insurance must be on file prior to work commencement. This certificate must include a General Liability limit of \$1,000,000 per occurrence and state that your current policy has "No Residential Exclusions." Payments for work performed will be withheld if Certificate of Insurance is not in hand and valid on date of scheduled payment. If Vendor is not incorporated, a W-9 must be on file prior to payment.

SAFETY PROGRAM: Vendor agrees to execute the attached copy of our Subcontractor's Safety Program and return it to our office prior to work commencement.

DELIVERY SCHEDULE: NO material deliveries will be accepted after 3:30 P.M. unless otherwise scheduled by the Site Superintendent.

INVOICING DELAYS: Invoices tendered 90 days after completion of work will be subject to a processing fee. Backcharges to TPRC for repair billings will not be honored if billing is rendered more than 90 days following completion of repair work. Vendor certifies that it is licensed to do business in the city and state of the work location.

CHANGES TO MASTER PURCHASE ORDER: Any changes must be submitted in writing and approved by Terry Peterson Residential. Further, any price increase request will have a 30 day review period effective from the date it is received in TPR's main office. Price increases will not be considered during this 30 day period.

CREDIT AGENCY FILINGS: Vendor agrees not to file credit report information without prior written notification.

WARRANTY: Vendor agrees to warrant its work in accordance with current VA/FHA and 10 year insurance programs which vendee is required to supply to home purchaser. Vendor acknowledges receipt of the 10 year insurance program to which the builder is enrolled. Failure of Vendor to procure a copy of the 10 year insurance program does not relieve the vendor of the program requirements.

Are you a member of a Builder Association? Yes _____ No _____