



# Fax Cover Sheet

## Independent Contractor Application

Checklist:

- This cover sheet
- Signed independent contractor agreement with initials on each page
- Copy your driver's license and Social Security card (verify that the copy is legible and zoomed 150%) in the appropriate spaces provided below
- Filled W9-Form (included in this packet)

All of the above must be filled completely and submitted to Grand Industries management prior to your becoming an Independent Contractor.

Driver's License:	Social Security Card:
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1407 N. Batavia, Suite #110  
Orange, CA 92867  
P. 800-675-2537 – F. 800-634-1788



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is made between (**Grand Industries**), hereinafter referred to as "**Grand Industries**", and the following named independent contractor;

\_\_\_\_\_  
hereinafter referred to as the "CONTRACTOR",

### 1. CONTRACTOR INFORMATION:

Contractor's Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Business Phone \_\_\_\_\_ Fax No \_\_\_\_\_ Home/Cell \_\_\_\_\_  
Social Security Number \_\_\_\_\_ \*Fed. Tax I.D. Number \_\_\_\_\_  
\*CONTRACTOR MUST PROVIDE W-9  
Business License Number (IF APPLICABLE) \_\_\_\_\_

2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

A. CONTRACTOR is solely responsible for the content and sequence of the work. GRAND INDUSTRIES will not provide any training or instruction to CONTRACTOR or its employees.

B. CONTRACTOR shall indemnify, defend and hold GRAND INDUSTRIES, its Board of Directors, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the GRAND INDUSTRIES' general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage.

C. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and GRAND INDUSTRIES shall not be responsible for payment of any other expenses. The payment terms specified in Attachment A, unless otherwise indicated and agreed to in writing by the CONTRACTOR and GRAND INDUSTRIES, shall be the only obligation of GRAND INDUSTRIES. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of GRAND INDUSTRIES.

D. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. GRAND INDUSTRIES will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.

E. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

3. The Contractor agrees to supply the instrumentalities, tools, and the place for doing the work. At various times, the Contractor may come into to the offices of GRAND INDUSTRIES in order to communicate and provide information and documents to (GRAND INDUSTRIES).

4. Written Reports. The Company may request that project plans, progress reports and a final results report be provided by Contractor on a monthly basis. A final results report shall be due at the conclusion of the project and shall be submitted to the Company in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the Company.



5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

6. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

7. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

8. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

9. Merger. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

10. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

11. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company 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.

12. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that [he or she] performs for the Company.

13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14. Choice of Law. The laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in California in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

16. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

17. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

18. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

19. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

If to the Company:  
Grand Industries



1407 N. Batavia, Suite 110  
Orange, CA 92867

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

21. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**GRAND INDUSTRIES**

By: \_\_\_\_\_  
Its: \_\_\_\_\_ [title or position]

**Contractor Name** \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_ [title or position]



## **Attachment A**

### **Compensation for Independent Contractor**

Each IC/Master Distributor has an area of coverage with professionals in all aspects of dentistry, medical, clinics, veterinarians and various other entities which have the opportunity to utilize products of Grand Industries.

Compensation is provided through a commission structure designed to stimulate coverage in all those entities. Products included for promotion will be dental instruments, suture, consumables and medical waste disposal items.

The plan for each area of coverage will be at a rate of 12.5%. All commissions are paid on the 15<sup>th</sup> of each month and will reflect any credits against the IC/Master Distributor's sales.

Margins on sales are critical to achieving this number and the IC/Master Distributor must adhere to the retail price and/or negotiated gross profit margin to earn their commission percentage. For each percentage point below the catalog price, there will be a 2% deduction taken from the IC/Master Distributor's commission.

### **Shows & Exhibits**

Shows and exhibits are an integral part of the business. Trade shows take place throughout the year. IC/Master Distributor's attendance to these programs is optional but encouraged, particularly if the tradeshow is within one's territory. Grand Industries will pay for flight, hotel and the cost of the meeting. Your responsibility will be meals, parking, tips and taxi transportation.

### **Bonus Opportunity**

Attractive incentive programs will be rolled out throughout the year.

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(“Agreement”) is between Grand Industries, (“Grand Industries”) and

\_\_\_\_\_, (“Recipient”). This Agreement shall be effective as of the date the last Party signs it. In consideration of the mutual covenants and conditions below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. “Confidential Information” means without limitation all non-public, confidential and proprietary information including any derivatives thereof. Confidential Information does not include information which: (a) is disclosed in a printed publication available to the public, is otherwise in the public domain at the time of disclosure, or becomes known to the general public through no wrongful act or negligence by the receiving Party; (b) is obtained by the receiving Party in a lawful manner and not in breach of this Agreement from a third party who is under any obligation of confidentiality or secrecy to a Party, under and restrictions on disclosure or use similar to those contained in the Agreement, or; (c) is generally disclosed by the disclosing Party to others without restrictions similar to those contained in the Agreement. All Confidential Information furnished or disclosed by or on behalf of a Party shall, at all times, be and remain the disclosing Party’s confidential, privileged, proprietary and valuable property. Each Party shall use the Confidential Information and Client Confidential Information for the sole purposes of determining if it wishes to enter into a transaction with the other.

2. Each Party agrees to furnish their Confidential Information to the other in any media or form as they determine. The parties acknowledge Confidential Information constitutes valuable and irreplaceable assets. Accordingly, as long as information meets the definition of Confidential Information above, each Party agrees it will not disclose, reveal, utilize or make known any to any person or organization not authorized herein without the other Party’s prior written authorization except as may be specifically required by a court or regulatory body of competent jurisdiction (and the only after consultation with the other Party). Notwithstanding the above, and only to the extent necessary to facilitate business, a Party may disclose Confidential Information of the other with their affiliates, officers, directors, owners, agents and/or legal and financial advisors (collectively and individually, “Agents”), provided that they respectively assume full responsibility for, and undertake all appropriate measures which are necessary to ensure that, the terms of the Agreement apply to and are complied with by every Agent. Each Party remains responsible for all of the actions of its Agents with whom it shares the Confidential Information. The Parties agree by virtue of access to the Confidential Information, each will become privy to valuable and confidential business information and trade secrets which would significantly assist, to the material detriment of the other, in soliciting employees, contractors or the business of the other Party’s customers or clients. Each Party agrees and warrants that neither they nor their Agents shall engage in any business transaction using Confidential Information as long as the information continues to meet the definition of Confidential Information in this Agreement. Each Party agrees that it will not without the prior written consent of the other, 1-initiate or maintain contact, (other than in the ordinary course of business), with any present or former officer, director, employee or of the other or of any client or customer of the other regarding anything relating to the other and/or its operations, financing, prospects or finances; 2-solicit for employment as an employee or independent contractor any person who is now employed by the other as an employee or independent contractor of the other; or 3- solicit the existing customers of the other to cease doing business, or to reduce the current or currently planned levels of business currently being done with the other. Neither Party shall be prohibited from employing any person who contacts them on their own without any direct or indirect solicitation. Each Party agrees and understands that the obligations

contained in this Agreement are applicable all over the world and agrees to abide by the provisions of this Agreement regardless of where they are located or where Confidential Information may be used. Each party agrees that the obligations of confidentiality shall apply as long as information meets the definition of Confidential Information or Client Confidential Information as set forth in this Agreement. Upon request, each Party shall forthwith return to the other all Confidential Information, Client Confidential Information and any information derived there from in any form, including all copies, any notes, computer files, and all other recordings whether written or recorded in any electronic format or media.

3. Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement shall be submitted to final and binding arbitration before, and in accordance with, the rules of the Judicial Arbitration and Mediation Service (“JAMS”) for commercial arbitration as modified herein plus the provisions of Part IV of Title 3 of the California Code of Civil Procedure relating to evidence production. A single arbitrator mutually acceptable to both Parties selected from a JAMS panel shall arbitrate each matter. If the Parties cannot agree on a single arbitrator, the Parties will both select an arbitrator and the two so selected will choose the arbitrator from another JAMS panel. Any award rendered in any arbitration proceeding shall be final and binding on each of the Parties, and judgment may be entered in the Superior Court of California for the County of Los Angeles, or any other court of competent jurisdiction. The Parties agree the arbitrator may impose sanctions at their discretion to enforce compliance with discovery obligations. All arbitrators shall have expertise in the subject matter of the dispute. The arbitration shall be conducted in English in Los Angeles, CA. All submissions in arbitration must be in English. The arbitration process, including selection of the arbitrator or arbitrators, exchanges of requests for information and the arbitration hearing, shall be completed within 60 days following the initiation of the arbitration by either Party, and the actual arbitration hearing shall be limited to one (1) day. The arbitrator shall issue a written judgment within ten (10) days following the arbitration hearing specifying the reasons for the decision. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. This provision is self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party notwithstanding said failure to appear. Each Party expressly agrees not to challenge or otherwise oppose in any jurisdiction the enforcement of the decision of the arbitrator. Both Parties acknowledge that a breach or attempted breach of the Agreement will cause irreparable damage and that damages at law will be an insufficient remedy. Accordingly, Both Parties agree that the other shall be entitled as a matter of right to: (i) injunctive relief in the Superior Court of California located in Los Angeles, CA to restrain the breach or threatened breach of any covenant herein or otherwise to specifically enforce any of such covenants; and (ii) its reasonable attorney’s fees and costs in obtaining such relief or specific enforcement. Such rights shall be cumulative and in addition to whatever other remedies are available in law or in equity. Each Party shall indemnify the other from any loss incurred as a result of wrongful application for injunctive relief. If any dispute should result in litigation, arbitration, or mediation, the prevailing party as defined in Section 1032 of the California Code of Civil Procedure, is entitled to recover all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including reasonable Attorneys’ Fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid regardless if an action is prosecuted to judgment. Any judgment or order entered shall contain a specific provision providing for the recovery of legal fees and costs incurred in enforcement and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. Claims must be sent to arbitration within 12 months of discovery or shall be void. If any provision of this Agreement is held, in a final and non-appealable decision by an arbitrator or court of competent jurisdiction, not to comply with any applicable law, now

existing or hereafter enacted, such provision shall to the extent possible be interpreted so as to comply with such law or condition or, if such interpretation is not possible, it shall be deemed amended to satisfy the requirements thereof. Any provision hereof deemed invalid or unenforceable, in a final and non-appealable decision by an arbitrator or court of competent jurisdiction, shall be severed from this Agreement, the balance of which shall remain enforceable. Any severed or altered provision shall be automatically replaced by another provision resulting in the same economic position to the parties as if the severed provision had not been severed.

4. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. This Agreement may be executed in counterparts, all of which taken together will constitute one single Agreement between the Parties. This Agreement will be fairly interpreted in accordance with its terms and without construction in favor of or against any Party. Each of the persons executing this Agreement represents and warrants that they are authorized to execute this Agreement and the entity on whose behalf they are signing is bound; by the terms hereof. The headings used herein are for the convenience of the reader and shall not have any effect on the interpretation of this Agreement. This Agreement may be executed in counterpart originals. Each will be treated as if it were the single original. Facsimile and electronic signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

RECIPIENT

GRAND INDUSTRIES

By: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Signature)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**GRAND INDUSTRIES  
INDEPENDENT CONTRACTOR INFORMATION**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CA. ID/DL: \_\_\_\_\_

S.S #: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

**REFERENCES:**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

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

## Grand Industries INDEPENDENT CONTRACTOR CERTIFICATION

The undersigned certifies under penalty of perjury that the following is true and accurate:

1. I am an independent contractor of Grand Industries.
2. At no time currently or in the past have I ever been an employee of Grand Industries. In this regard, I fully acknowledge that I have no entitlement to any benefits under any retirement, group insurance plan or any other program for employees.
3. If I or anyone on my behalf ever makes a claim with the Employment Development Department of the State of California, the Labor Commission of the State of California or any other state, federal, county or municipal organization or employee, I agree to defend, indemnify and hold Grand Industries harmless in connection with that claim including but not limited to legal fees and assessments made by any governmental agency.
4. I understand and agree that part of the consideration I am providing in connection with my independent contractor agreement with Grand Industries is the indemnification requirement set forth in #3 above.
5. As an independent contractor, I agree that I am solely responsible for all taxes, withholdings and other similar statutory obligations including but not limited to Worker's Compensation Insurance, Social Security, federal, state or any other employee payroll taxes. I agree to defend, indemnify and hold Grand Industries harmless from any and all claims made by any entity on account of an alleged failure to satisfy any such tax or withholding obligations.
6. Before executing this certification, I have had an opportunity to review all of the facts and circumstances regarding my characterization as an independent contractor and not as employee including the chance to speak with an accountant and/or a lawyer. Based upon my review, I believe that I am a contractor and not an employee under all applicable tests.
7. I am signing below freely and voluntarily and not under any duress or coercion. If I believe this certification is no longer accurate based upon a change in circumstances, I agree to notify Grand Industries in writing. I further agree that the certification remains valid until I have provided such verification and cannot be modified retroactively.



A division of Grand Industries

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



## DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION

In connection with my suitability for business cooperation with Grand Industries (herein “Company”), I understand that prior to or at any time after my employment commences a consumer report may be requested for business cooperation purposes from InfoLink Screening Services, Inc., (herein: “InfoLink”) from public records including; but not limited to, Social Security number, motor vehicle operation history/driving records, workers’ compensation information and criminal history to the extent permitted by law from various local, state, and federal agencies. Further, I understand that an Experian Employment Insight Report, Trans Union Employment Credit Report or Equifax Persona report may be requested. Finally, I understand that an Investigative Consumer Report may be requested and, as required under 606(a)(1) of the federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq., I understand that this Report will include information as to my character, general reputation, personal characteristics, mode of living, work habits, performance, experience, along with reasons for termination of past employment, whichever are applicable, obtained through personal interviews with associates who have knowledge concerning such items of information.

**I VOLUNTARILY AND KNOWINGLY AUTHORIZE ANY PRESENT OR PAST EMPLOYER OR SUPERVISOR, COLLEGE OR UNIVERSITY OR OTHER INSTITUTION OF LEARNING, ADMINISTRATOR, LAW ENFORCEMENT AGENCY, STATE AGENCY, LOCAL AGENCY, FEDERAL AGENCY, CREDIT BUREAU, PRIVATE BUSINESS, MILITARY BRANCH OR THE NATIONAL PERSONNEL RECORDS CENTER, PERSONAL REFERENCE, AND/OR OTHER PERSONS TO GIVE RECORDS OR INFORMATION THEY MAY HAVE CONCERNING MY CRIMINAL HISTORY, MOTOR VEHICLE HISTORY, SOCIAL SECURITY NUMBER, EARNINGS HISTORY, CHARACTER, AND EMPLOYMENT (INCLUDING REASONS FOR TERMINATION), CREDIT HISTORY, CREDIT CAPACITY, OR CREDIT STANDING OR ANY OTHER INFORMATION REQUESTED BY INFOLINK DEEMED PERTINENT TO MY BUSINESS COOPERATION WITH GRAND INDUSTRIES.**

In accordance with the FCRA and applicable state laws, I understand that I have the right to request a complete and accurate disclosure of the nature and scope of the investigation requested. Further, I am entitled to know if business cooperation is denied because of information obtained by my prospective employer from a Reporting Agency. If so, I will be so advised in writing and be given the name, address and toll free number of the agency, a statement that the action was based in whole or in part on information contained in the Report, and written notice that I have the right (i) if I request, to obtain within sixty days a free copy of the Report from the Reporting Agency (under no circumstances shall such cost exceed the actual costs of duplication), and from any other Consumer Reporting Agency which compiles and maintains files on consumers on a nationwide basis; and, (ii) to dispute the accuracy or completeness of any information in a consumer report furnished by the Reporting Agency. I understand that upon my request with reasonable notice and after furnishing proper identification, InfoLink’s trained personnel will provide me with investigative information in my file during normal business hours in person or upon written request, by certified mail to a specified addressee, or telephone as permitted by law. Further, I understand that should I wish to review my file in person; I am permitted to be accompanied by one other person of my choosing who shall furnish reasonable identification and if requested, InfoLink will provide a written explanation of any coded information contained in my file. I understand that InfoLink is a Consumer Reporting Agency and it is InfoLink’s policy to not be involved in or make hiring decisions or recommendation.

InfoLink’s privacy policy limits the information it provides to the Company named herein, however I hereby authorize the Company to share such information with parties in interest who have a “need to know” such information to protect them and their employees and independent contractors. InfoLink does

not sell or otherwise provide any of the information found in its background investigations to any other party other than the Company.

I understand that any consumer report or investigative consumer report requested will be used strictly for business cooperation purposes as defined under 603(h) and authorized under 604(a)(3)(B) of the Fair Credit Reporting Act, as a report to be used for the purpose of evaluation for employment, promotion, reassignment or retention as an employee. I further understand and consent to the furnishing of worker's compensation information, after a conditional job offer, which may include my medical information including any and all injuries pursuant to state law and in compliance with the Federal Americans with Disabilities Act. In addition, I understand that any offer of employment, promotion, reassignment or retention will be conditional upon the receipt of satisfactory information as required by the Company, and that to be considered for employment, promotion, reassignment or retention, I must authorize the procurement of such report(s). A photographic or faxed copy of this form shall be as valid as the original.

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name/ Initial \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security \_\_\_\_\_ Driver's License # \_\_\_\_\_ State Issued \_\_\_\_\_

Email address \_\_\_\_\_

For Identification purposes, please provide: Month of Birth: \_\_\_\_\_ Day of Month Born \_\_\_\_\_ (1-31)

Have you used any names or social security numbers other than above? YES \_\_\_ NO \_\_\_

Please list other names used: \_\_\_\_\_

Please list other social security numbers used: \_\_\_\_\_

\_\_\_\_\_  
Signature authorizing the procurement of the Consumer Report and/or Investigative Consumer Report

Date \_\_\_\_\_

I understand that in California, Minnesota, or Oklahoma, if a consumer report and/or investigative consumer report (including any credit report) was requested, I may order a copy of such report and it will be mailed to me. \_\_\_ Please send me a copy of my report.

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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. citizen or other U.S. person (defined below).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### 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.

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. 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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 payee 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. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for 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).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.** Entering "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 payees, see *Exempt Payee* 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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> List 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You 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), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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 for 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.