



COMMERCIAL SOLUTIONS

The reliable service you need, when you need it

COMMERCIAL SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into by and between Uncle Sam’s Glass & Door, Inc. d/b/a Commercial Solutions, Inc. A Rhode Island corporation with a principal place of business located at 21 Industrial Drive, Smithfield R.I. 02917, on behalf of itself and its affiliates (“Commercial Solutions”) and the Subcontractor designated on the Signature Page of this Agreement (“Subcontractor”).

1. Scope of Agreement.

This Agreement defines the legal obligations between us with respect to you providing service for our customers. By signing this Agreement you are agreeing to its terms. Before you can do business with us you must return the following:

- a. Signature Page of this Agreement signed by a person of authority;
- b. Certificate of Insurance that meets our approval;
- c. I.R.S. Form W-9;
- d. Profile Sheet.

2. Description of Service.

Maintenance services at locations specified on service requests.

3. Scope of Services.

a. You must hold a current General Contractors/Plumbers license for the jurisdiction in which the work will take place.

b. You agree to abide by all laws, codes, rules and regulations of federal, state or municipal government having jurisdiction over the premises.

c. You shall be responsible and accountable for compliance with any state and local code related to the work. You shall ensure that all your employees are made aware of the content of these practices prior to beginning work.

d. You must furnish all management, administrative support, engineering, supplies, materials, labor, labor supervision, tools and equipment necessary to complete the required work.

4. Code of Conduct.

We expect quick, efficient, courteous service. Proper conduct and professionalism must be maintained at all times. Foul language, alcohol and drugs are prohibited.

Background Checks

Vendor shall maintain the following for all Staff performing services for our customers and shall make such information available, within the guidelines of all federal and state laws, for review by Commercial Solutions upon request:

- a. Full name, address, aliases, and signature;
- b. Immigration law compliance;
- c. Criminal background check;
- d. Pre-employment drug screening.

5. Service Requirements.

Emergencies/Non Emergencies/Estimates

- a. Respond to Emergencies as a priority and be on site immediately, but not later than 2 hours of the request.
- b. Respond to Non-Emergency service within 24 hours.
- c. Respond to a request for an Estimate within 24 hours and provide the Estimate within 24 hours.
- d. If you cannot provide service within these time frames you should not accept the work.

Responding To Service

- a. When you receive a work order you must contact us with the service schedule date and time. We will advise the store.
- b. Follow **Interactive Voice Response (IVR)** instructions when responding to a service call. This is important to ensure accurate and timely billing to the customer.
- c. If the job will go over the Not To Exceed (NTE) amount you must contact us for approval. **Do not go over the NTE without prior authorization from us.** There must be proper corporate approval to get paid.
- d. When the job is completed have the store manager sign and stamp the work order with the store seal. If the store stamp is not available have the store manager sign and note on the work order- No Stamp Available.
- e. Never discuss price or payment with the store manager or employees and never leave invoices or copies with anyone.
- f. When the job is completed contact us with the details including the final cost. This is your first step toward getting paid.
- g. **Failure to use the IVR, obtain a signed or stamped work order and/or exceeding the NTE without authorization from us will result in nonpayment of your charges.**

Invoicing

- a. Return the completed work order, along with your invoice to us within 24 hours of completion of service. Documents must be faxed to 401-353-8070 or emailed to documents@commercialsolutions.com
- b. Invoices must reference our work order number and include an itemization of sales tax, materials, labor, number of workman and time for each workman.
Invoices that do not comply with this format or that exceed the NTE will be rejected for payment.
- c. Invoices that are received after 7 days of completion of services will not be paid without our written approval.

Payment

- a. You will be paid by standard US Mail, postage prepaid, 30 days from the submission of a timely undisputed invoice unless we have agreed on a different period for payment.
- b. We reserve the right to deduct, set off or withhold payments owed to you if you are in violation of any provision of this Agreement or the Work Order.
- d. The provisions contained in this Agreement and in the Work Order take precedence over any and all terms, provisions, proposals, estimates, quotes, bills, invoices and contracts submitted by you to us, at any time, relating to any current or future work. We will not be legally responsible for any interest, penalty, charge, cost, fee, including attorneys fees, associated with the collection of any amount owed or allegedly owed to you by us.
- e. Payment with respect to your services is dependent upon our receiving payment from our customer. In the event that our customer fails to make a payment to us with respect to the services, we reserve the right to withhold payment to you. While we make a good faith effort to collect from our customer you agree not to pursue any collection activities against us or our customers. You agree not to file a mechanics, materialmans or other lien against us or our customer.

6. Hours and Compensation.

You shall charge the following rates for the listed services and price for materials upon receipt of an approved work order:

Services:

Labor Hourly Rate - Standard Rate:

Labor Hourly Rate - Overtime/Emergency/Holiday:

Trip Charge:

Hours of Operation:

7. Independent Contractor.

You are an independent contractor and not our agent, partner or employee. You do not have the authority to contractually bind us and you will not represent that you have such authority. Your employees and independent contractors are at all times during this Agreement your employees and independent contractors.

8. Indemnification.

You will protect, defend, indemnify and hold us harmless including our directors, officers, employees, agents, contractors, and successors and assigns, from and against, any and all claims, actions, including those in strict liability, costs, and expenses, including attorneys fees, that arise from any actual or alleged injury or death of any person or damage to any property, that result or claim to result, arise out of or relate to:

- a. this Agreement for your negligent act or omission, willful misconduct, other fault of any nature, or that of your employees, agents, servants or subcontractors;
- b. your violation of any laws, including but not limited to antidumping, environmental and antitrust laws;
- c. any state or federal tax or duty, assessed against us, that is not charged to us or paid by you.

9. Confidential Information.

You will from time to time possess Confidential Information that has been created, discovered, developed or provided to you on our behalf. This information has commercial value in our business and is not in the public domain. As used herein *Confidential Information* means all information whether oral, observed or written, that is marked or treated as confidential, restricted or proprietary by us, including but not limited to customer information, pricing information, product information, employee information, information regarding business planning and operations and administrative, financial and marketing activities. You will protect Confidential Information with the same degree of care that you use in protecting your own Confidential Information, but not less than reasonable care. You will not, without our prior written consent, use or disclose any Confidential Information to any person except your authorized employees.

10. Insurance Requirements.

During the term of this agreement, you must, at your expense, carry and maintain:

- a. Comprehensive General Liability Insurance (Bodily Injury and Property Damage) with a minimum of \$1 million for each occurrence and \$2 million for general aggregate.
- b. Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements of at least \$100,000/\$500,000/\$100,000.
- c. Automobile Liability Insurance with a minimum of \$1 million in bodily injury for each person, \$1 million for each occurrence and \$1 million in property damage for each occurrence.

- d. Excess Umbrella Liability Insurance coverage at a minimum of \$1 million combined single limit for each occurrence of bodily injury and property damage.

The policies must be underwritten by an insurance company that carries an A or better rating from A.M. Best. Each policy (except Worker's Compensation) must provide that:

- a. Uncle Sam's Glass & Door, Inc. d/b/a Commercial Solutions, Inc. be named as an additional insured;
- b. at least 30 days prior written Notice will be given to us in the event of any alteration, cancellation or non-renewal of the policy;
- c. the insurance (except Worker's Compensation) must be primary and non-contributory, and
- d. there is a Waiver of Subrogation in favor of Uncle Sam's Glass & Door, Inc. d/b/a Commercial Solutions, Inc.

Prior to this Agreement becoming effective and during the term of this Agreement on a renewal basis, you must provide one or more Certificates of Insurance evidencing the coverage's required by this Agreement. You must immediately notify us of any limits imposed on your coverage or if you are unable to comply with this provision. We reserve the right if necessary to modify the insurance requirements.

11. Non-Solicitation.

During the term of this Agreement, and for 2 years following your termination of services you will not or any person on your behalf, directly or indirectly hire, solicit, or encourage any of our employees to leave or solicit, entice away or divert any person or entity who is our customer, client and or account.

12. Term and Termination.

The term of this Agreement begins on the date that we accept it. It continues until terminated by written notice not less than thirty (30) days prior to the intended date of termination. Unless the termination is for reasons of material breach, termination of this Agreement by you or by us, will not be effective with respect to any work in progress, until such work is completed or is terminated by us in writing. We reserve the right to terminate any work upon written notice at any time.

13. Notice.

Any notice pursuant to this Agreement must be in writing, sent to us at 21 Industrial Drive, Smithfield, RI 02917 and to you at the contacts designated on the Signature Page of this Agreement. Notice must be given by first class mail, overnight mail, or electronic mail. Notice given by first class mail is effective three business days after mailing; by overnight delivery service on the next day and by electronic mail when acknowledged as received.

14. Successors and Assigns.

The covenants, agreements, terms, provisions and conditions of this Agreement, bind and benefit your and our respective successors and assigns and legal representatives.

15. Governing Law.

This Agreement will be enforceable and construed according to the laws of the State of Rhode Island.

16. Severability.

Any provision of this Agreement held by a court of competent jurisdiction to be invalid, void or illegal, will in no way affect, impair or invalidate the remaining provisions and this Agreement will remain in full force and effect.

17. Entire Agreement.

This Agreement is the entire understanding between us and it consists of an approved signed Agreement. No amendment, modification or alteration of the terms of this Agreement will be binding unless it is in writing and dated subsequent to the date of this Agreement and properly signed. Time is expressly declared to be of the essence in this Agreement.

18. Scanning and Faxing.

In the event that you return the Signature Page of this Agreement via fax or other electronic means, we will be entitled to rely on and enforce this version of the Agreement as if it were an original. We may both rely on and enforce a scanned version of this Agreement as if it were an original.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

SIGNATURE PAGE

Subcontractor (legal entity name): _____

Business Entity Type (e.g. Corp., LLC, etc.): _____

Subcontractors Name as Shown on Invoice (DBA): _____

Subcontractor Taxpayer Identification Number (EIN/SSN): _____ 1099 Yes / No

Subcontractor Contact Name/Title: _____

Subcontractor Contact Address: Street/Suite: _____

City/State/Zip: _____

Additional Locations: _____

(If too numerous to list please attach letterhead)

Billing Address (If different from above): _____

Subcontractor Contact Numbers: Phone: _____ Fax: _____

Cell: _____ E-Mail: _____

Union Shop: Yes / No Number of Employees: _____ Years in Business: _____

After Hours Service: Yes / No After Hours Contact/Name: _____ Phone: _____

The signature set forth below acknowledges acceptance of the Service Agreement.

Subcontractor Signatory Name: _____ Title: _____

Subcontractor Signature: _____ Date: _____

Uncle Sam's Glass and Door, Inc. _____ Date: _____
d/b/a Commercial Solutions, Inc.

PLEASE RETURN THIS COMPLETED SIGNATURE PAGE TO COMMERCIAL SOLUTIONS BY FAX TO: 401-353-8070 OR
EMAIL TO: vendors@commercialsolutions.com

PROFILE SHEET

Company Name: _____

PLEASE CHECK ALL THAT APPLY:

Glass Services:

Mirrors/Column Mirrors	
Glass Repair/Replacement	
Glass Tabletops	
Herculite Glass Doors	
Board Ups	

Mall Sliding Doors	
Glass Shelving	
Showcase Glass & Repairs	
Skylights	
Window Tinting /Security Film/Graffiti Film	

Plumbing / HVAC Services:

Faucets, Toilets, Urinals	
Backflow Testing	
Drain Cleaning/Grease Trap Maintenance	
High Pressure Jetting	

Sewer Ejector Pumps/Sump Pumps	
Video Camera inspections	
Water heaters	
HVAC/Refrigeration	

Rolling Door Services:

Counter Shutters	
Dock Equipment	
Door Openers	
Hollow Metal Pedestrian Doors	
Overhead Rolling & Sliding Aluminum Grilles	

Overhead Sectional Doors	
Rolling Fire Doors	
Rolling Steel Doors	
Side Folding Steel Scissor Gates	

Locksmith Services:

Best, U-change, etc.	
Detex Units, Trilogy Locks & Panic Devices	
IC Cores, thumb turn locks w/vertical rods	
Showcase Locks	
Safes	

Door Services:

Hollow Metal Pedestrian Doors	
Door Hinges, Closers, Thresholds, Sweeps	
Door Replacements	
Automatic Doors	

General Contracting:

Carpet/Tile Repair/Replacement	
Fire Alarm & Sprinkler Systems	
Pest Control	
Miscellaneous Handyman Repairs	
Painting Indoor/Outdoor	
Portable Toilets	

Miscellaneous:

Neon Signs/Storefront Signs/Parking lot lighting	
Electrical	
Masonry/Concrete/Asphalt Repair	
Conveyors	
Fence	
Other:	

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OR EMAIL TO: vendors@commercialsolutions.com**