

**Vendor / Subcontractor Setup Form**

All information must be on file and updated every year to become a subcontractor or vendor for RAM Restoration. Please complete and submit this form with the required documents below to: accounting@ramrestorationusa.com

Company Name _____

DBA _____

Owner's Name _____

Trade Type: _____

Required Forms To Be Attached:

- ___ W9
- ___ Workers Compensation
- ___ Certificate of Liability Ins.
- ___ Sub Contractor Agreement Completed
- ___ Sub Contractor Approval
- ___ Statement of Work Performed (To Accompany Job Invoicing)
- ___ Statement of ALL EMPLOYEES BEING LEGAL TO WORK IN UNITED STATES

ALL CERTIFICATES OF LIABILITY INSURANCE, W-9, and any other APPROPRIATE WAIVERS/DOCUMENTS MUST BE PROVIDED TO RAM RESTORATION BEFORE BEGINNING A WORK ASSIGNMENT. WORKERS COMPENSATION AND CERTIFICATE OF INSURANCE ORIGINALS MUST BE SENT BY YOUR INSURER DIRECTLY TO TERESA MOUNT.

Approval:

Paper Worked Approved: _____ Date: _____

Final Approval: _____ Date: _____

Notes:

**RAM RESTORATION SUBCONTRACTOR APPLICATION**

DATE _____

COMPANY NAME _____

DBA (if applicable) _____

MAIN CONTACT PERSON _____

EMERGENCY CONTACT NAME _____

EMERGENCY CONTACT PHONE _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP _____

BUSINESS PHONE _____ OWNER's CELL # _____

OWNERS EMAIL _____

OFFICE _____

COMPANY WEBSITE ADDRESS _____

COMPANY FAX # _____

YEARS IN BUSINESS _____ YEARS AT THIS ADDRESS _____

DRIVER'S LICENSE NUMBER _____ STATE _____

EIN # OR SOCIAL SECURITY NUMBER _____

INSURANCE COVERAGE (General Liability coverage minimum of \$1,000,000 required)

GENERAL LIABILITY _____ LIMITS _____

WORKERS' COMPENSATION _____ LIMITS _____

AUTOMOBILE _____ LIMITS _____

In signing this application, I certify all of the information is true and correct to the best of my knowledge. I further authorize Ram Restoration to perform any background and/or checks that are deemed necessary.

Subcontractor's Signature _____

Printed Name _____ **Date** _____



Ram Restoration Subcontractor Code of Conduct Policy

1. WORK HOURS: Standard field operations for subcontractors are 8:00 a.m. to 5:00 p.m., Monday through Friday. However, changes can be due to work conditions, local construction regulations, and ordinances such as emergency repairs. If a subcontractor would like to work on a project outside of these hours or days, permission from the project manager and the client must be obtained beforehand.

2. DRUG AND ALCOHOL ABUSE POLICY: It is the policy of **Ram Restoration** (also referred to as *the Company*) to promote excellence in the products and services offered to the industry. This policy requires that our personnel, equipment, subcontractors, and operating practices be consistent with high standards of health and safety. The abuse of drugs or alcohol by Company subcontractors and their employees does not agree with the Company's objectives. Accordingly, the Company is implementing this drug and alcohol abuse policy below:

3. RULES CONCERNING DRUGS AND ALCOHOL: The Company strictly prohibits the use, possession, sale, transfer, purchase, or being under the influence of any drug or alcohol by subcontractors or their employees at any time on Company premises or while conducting Company business.

Subcontractors or their employees shall not report for duty or be on Company property or projects while under the influence of an illegal drug or alcohol.

No prescribed drug will be brought on Company premises or job site by any person other than the one or whom it is prescribed. Such drugs can only be used in the manner, combination, and quantity prescribed providing there are no safety concerns involved with their use.

The Company will not condone the off-duty use of any drug or alcohol that results in excessive absenteeism or tardiness or which may result in accidents or poor workmanship.

DEFINITIONS: Alcohol is any beverage that may be legally sold and consumed and has an alcohol content of more than 3 percent by volume.

Drug means any substance that can alter a person's mood, perception, pain level, or judgment. Drugs also include alcoholic beverages, inhalants, and illegal drugs.

A prescribed drug is any substance prescribed by a licensed medical practitioner.

Illegal drugs are any drug or controlled substance whose use, possession, sale, transfer, or purchase is illegal.



4. CONSEQUENCES OF VIOLATIONS: Any subcontractor found to violate the Company's Drug and Alcohol Abuse Policy will be immediately terminated from all current or future contracts with the Company.

Any subcontractor employer found in violation will require that the sub-contractor immediately terminate that employee from any further work on any Company property or project(s).

5. SAFETY PRECAUTIONS: All subcontractors and their employees shall, at a minimum, comply with all applicable laws, codes, rules, regulations, and requirements on the performance of its work, including the Federal Occupational Safety and Health Act (OSHA).

Before performing any work activities, the sub-contractor shall evaluate the safety of the work in place and the working conditions in the area in which its employees and the subcontractors will work and will notify Ram Restoration immediately in writing of any unsafe work conditions or defective work in place.

It shall be the subcontractor's responsibility to furnish and pay for special tools, equipment, and personal protection equipment necessary to comply with OSHA standards or other agency regulations that pertain to the work performed. All subcontractors are required to comply with the Ram Restoration Subcontractor Safety Agreement.

6. INAPPROPRIATE CONDUCT: Any subcontractor or their employees who see any misconduct that may be detrimental to the contractor or themselves should report that occurrence to that project manager. Failure to do so may result in suspension of current or future work.

7. CLOTHING: All subcontractors and their employees are required to wear appropriate clothing at all times while on the contractor's project. Closed Toe Work shoes/boots. No sweat pants. No bareback, tank tops, mesh shirts, or any article of clothing that displays lewd or vulgar illustrations or language will be permitted.

8. RESPECT FOR PERSONS & PROPERTY: All Subcontractors and their employees are to show respect to the property owners, other subcontractors, and Ram employees at all times by refraining from inappropriate language, body language, or actions such as but not limited to; cursing, disrespectful talk, fighting, trashing of property, stealing and unacceptable trashing of job site.

9. SOCIAL MEDIA: Any social media posting or public posting of a job site, customer information, and or about Ram Restoration must be pre-approved by the owner. Action will be taken for any slander to Ram or Ram's clients by any Media.



10. PAYMENT: Both Company owners are to agree upon a payment plan before the start of each job and all required documents must be obtained before full payment is received.

I have read the Ram Restoration Subcontractor Code of Conduct Policy Statement and any questions I may have had were answered to my satisfaction. I understand that abiding by its provisions is a condition of my association with Ram Restoration. I further acknowledge my understanding that the Company may add to, or change these policies from time to time and that I will be appropriately informed.

Subcontractors Signature_____

Printed Name_____ **Date**_____



Ram Restoration Subcontractor Safety Agreement

1. It is the subcontractor's responsibility to ensure that all its employees, including lower-tier subcontractors, are provided a safe and healthful work environment. The subcontractor will take all reasonable safety precautions in the performance of the work to protect its employees and other persons at the job site. The subcontractor and its employees will, at a minimum, comply with all applicable laws, codes, rules, regulations, and requirements about the performance of its work including the Federal Occupational Safety and Health Act (OSHA).
2. Subcontractor agrees that before performing any work activities, it will evaluate the safety of the work in place and the working conditions in the area in which its employees and subcontractors will work and will notify Ram Restoration immediately in writing of any unsafe conditions or defective work in place. Failure of the subcontractor to notify Ram Restoration of any unsafe conditions or defective work before beginning work shall establish the subcontractor's acceptance of the work in place and the safety of the working conditions related to its work.
3. The subcontractor should establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental agencies such as OSHA that have jurisdiction over the subcontractor.
4. The subcontractor is expected to enforce its own safety program for the scope of work in progress. Under no circumstances will Ram Restoration release the subcontractor of its responsibility concerning safety issues on the job site. It is the subcontractor's responsibility to furnish and pay for special tools, equipment, and personal protective equipment necessary to comply with OSHA standards or other agency regulations that pertain to the work.
5. The subcontractor shall immediately stop any part of the work deemed to be unsafe by any authorized entity/government agency until corrective measures have been taken.
6. The subcontractor acknowledges that to the extent that any authorized entity/government agency identifies any safety defect or safety failure, such information or direction will not constitute interference by such entity/government agency with the subcontractor's means and methods of providing and enforcing safe working practices for the subcontractor's work.



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I have read the Ram Restoration Subcontractor Safety Agreement and any questions I may have had were answered to my satisfaction. My employees and I will comply with the applicable safety rules and regulations that pertain to my trade.

Subcontractor's Signature_____

Printed Name_____ **Date**_____

**Trade / Skill Bio****Name:** _____ **Date:** _____

Please take a moment to list your skills and how many years of experience you have for each, in the appropriate category, as you would estimate your abilities. This information will be used to help determine where you will be most useful in our scheduling process as well as a company bio.

EXPERT: _____

HIGHLY SKILLED: _____

GOOD: _____

FAIR: _____



NEED

TRAINING: _____

Comments, notable projects, or other information you believe will help us put your skills to good use:

**INDEPENDENT CONTRACTOR NON-COMPETE AGREEMENT**

This Non-Compete Agreement (the "Agreement") is made and effective _____20____

BETWEEN: Ram Restoration LLC and any of its known affiliates, (the First Party), a Corporation; LLC, or Subs, or Businesses organized and existing under the laws of the State of Ohio, with its head office located at: 2800 East River Rd. Moraine, OH 45439

AND: _____ (the "Second Party"), an individual, subcontractor, and or corporation organized and existing under the laws of the State of _____ (State), located at: _____ (Address) (City, State, Zip)

FOR GOOD CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Second party agrees not to compete with the First party or its successors.

The term "not to compete" shall mean that the undersigned Second party shall not directly or indirectly compete with the Company by serving as an officer, owner, partner, director, agent, employee, or consultant to any firm or entity substantially engaged in a business similar or competitive to the business of the First party.

This non-compete agreement shall extend within a 100-mile radius of anywhere the Company has been assigned active projects. This radius shall be in full force and effective for any or all contracted jobs by the First party to which the Second party has been contracted. This commences when contracted and extends until the completion of all services rendered. The agreement extends all subsequent jobs contracted out by the First party to the Second party and according to this non-compete agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at _____ (PLACE OF EXECUTION) on the date indicated below.

Signed, sealed, and delivered to both parties in the presence of:

Ram Restoration LLC

Individual or Corporation

Authorized Signature

Date

Authorized Signature

Date

Print Name and Title

Print Name and Title