

Name

Date

Phone Number

Email Address

Truck Numbers

ALL THE DOCUMENTS BELOW MUST BE EMAILED TO OUR OFFICE BEFORE YOUR FIRST CHECK CAN BE ISSUED.

\_\_\_\_\_ A Completed W-9

\_\_\_\_\_ The INDEPENDENT CONTRACTOR AGREEMENT MUST BE COMPLETELY FILLED OUT BY THE OWNER/PRESIDENT OF YOUR COMPANY.

AUTO INSURANCE

\_\_\_\_\_ A Certificate of Insurance emailed from your Insurance Agent.

\_\_\_\_\_ Your MUST have at least \$1,000,000 combined auto liability insurance.

\_\_\_\_\_ Kemet Solutions, LLC MUST be listed as "ADDITIONAL INSURED" on your auto policy.

\_\_\_\_\_ Our complete name and address MUST appear in the Certificate Holder box of your Certificate of Insurance.

\_\_\_\_\_ Scheduled autos MUST be listed on the policy.  
(We need to know what autos the policy is covering.)

WORKERS COMP INSURANCE

\_\_\_\_\_ Certificate of Insurance faxed or emailed from your insurance agent.  
(Our complete name and address MUST appear in the Certificate Holder box of your Certificate of Insurance.)

KEMET SOLUTONS, LLC

123 BARRINGTON ROAD

POOLER, GA 31322

EMAIL: kemetsolutions111@gmail.com

# INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into as of

\_\_\_\_\_ (hereinafter referred to as the Effective Date), by and between Kemet Solutions, LLC to as the "Company") and (hereinafter referred to as the "Contractor").

WHEREAS, the Company wishes to engage Contractor, and Contractor wishes to accept the engagement, to provide services as an independent contractor pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Independent Contractor. The Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into or commit the Company to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the Company. The Contractor is not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in Section 6 shall be the sole consideration due The Contractor for the services rendered hereunder. The Contractor is free to accept or reject assignments from the Company.
2. Taxes& Benefits. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of the Contractor hereunder. The Contractor will not represent to be or hold itself out as an employee of the Company, and the Contractor acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to the Company's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be the Contractor's sole responsibility, and the Contractor shall indemnify and hold the Company harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. The Contractor further understands that it is the responsibility of the Contractor to pay estimated social security taxes and state and federal income taxes and that the social security tax the Contractor must pay is higher than if the Contractor were an employee.
3. Conflict of Interest. The Contractor is expressly free to perform services for other parties while performing services for the Company.
4. Unemployment Insurance. The Contractor understands that the work performed is not covered by the unemployment compensation laws of Georgia.
5. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year ("Initial Term"), and thereafter shall be automatically renewed for successive one-year periods under like terms and conditions ("Renewal Term") unless terminated in accordance with the terms hereof. (The Initial Term and all Renewal Terms, if any, shall hereinafter be referred to collectively as the "Term").
6. Consideration.
  - A. RATE. In consideration of the Services to be performed by the Contractor under this Agreement, the Company will pay the Contractor at a rate based on the individual job to be agreed upon by both parties prior to commencing work. This rate may be hourly or by the load. The Contractor agrees that payments shall be made weekly/biweekly per the customer pay schedule following the end of the work week as without regard to a particular job/project.
  - B. EXPENSES. The Contractor shall bear all expenses involved with the performance of this agreement.
7. Insurance. The Contractor will carry automobile liability and workers' compensation insurance in the amount specified and within the guidelines stated in Exhibit "A". In the event the Contractor fails to carry such insurance, it shall indemnify and

hold harmless the Company, its agents, and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by the Contractor and its agents or employees. If you do not have worker's comp, we will deduct 6.75% per check.

8. The Contractor's Taxpayer I.D. Number. The taxpayer I.D. number of the Contractor is \_\_\_\_\_  
The Contractor is licensed to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, permits and registrations to perform same.
  
9. Legal Right. The Contractor covenants and warrants that he/she has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he/she has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. The Contractor shall indemnify and hold harmless the Company from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice.
  
10. Assignment. Neither party may assign this Agreement without the prior written consent of the other party to this Agreement.
  
11. Entire Agreement. This Agreement contains the complete and entire agreement of the parties and supersedes all prior agreements, contracts, and understandings whether written or otherwise relating to the subject matter hereof and shall be modified only by an instrument in writing signed by each party hereto.
  
12. Governing Law. This Agreement is made in Georgia and shall be construed, interpreted, and governed by the laws of the State of Georgia.
  
13. Indemnification. The Contractor indemnifies and holds the Company harmless against all claims or liability for any injury or death to any person or damage to any property, including, but not limited to the Contractor or Contractor's employees:
  - (a) either (i) occurring in, on, or about the Company's business or any adjacent property or (ii) occurring in, on, or about the Contractor's, or while in transit to or from any job site or while working on any job site.
  - (b) arising from any work or thing whatsoever done pursuant hereto by or benefiting the Contractor.
  - (c) otherwise arising from any act or neglect or fault of, or omission of any duty of Independent Contractor, or any of its agents, employees, contractors, invitees, licensees, tenants, or assignees.
  
14. Notices. Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, or personally delivered, if addressed or delivered as follows:

COMPANY:                    Kemet Solutions, LLC  
  
                                  123 Barrington Road  
  
                                  Pooler GA 31322

THE CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

or, to such other address as shall be furnished in writing by either party to the other party. Any such notice shall be deemed to have been given, if mailed, three days after the date mailed, and, if personally delivered, as of the date delivered.

15. No waiver. The failure by either party to exercise any right hereunder shall not operate as or be construed to constitute a waiver of rights afforded hereunder.

COMPANY:

CONTRACTOR:

BY: \_\_\_\_\_

Signature: IN WITNESS WHEREOF, the Contractor and the Company have executed this Agreement as of the date and year first above written.

Title: \_\_\_\_\_

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

Date \_\_\_\_\_

# W-9

(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

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

**Print or type. See Specific Instructions on page 05.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or C Corporation      S Corporation      Partnership      Trust/estate single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (Ef any)

Exemption from FATCA reporting code (if any)

to accounts maintained inside the U.S.]

5 Address (number, street, and apt or suite no.) See instructions.

6 City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

### Taxpayer Identification Number TIN

Enter your TIN in the appropriate box. The TIN provided must match the name given online I 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 instructions for Part I, later. For other employer identification number (EIN). If you do not have a number, see How to get a

Social Security Number								

entities, is your employer TIN, later.

Note: If the account is in more than one name, see the instructions for line I. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

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### Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

See 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 for Part II, later.

Here	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future development. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form990](http://www.irs.gov/Form990).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or an employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-3 (stock or mutual fund sales and certain other transactions by **brokers**)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



