



Subcontractor Packet

Welcome as a valued partner to Cornerstone Renovation Group! The material contained in this packet will serve as extremely valuable information when working with our company. With this packet, you will have all the information you will need in regards to insurance requirements, invoicing, usage of the proper lien waivers, and when to expect payments, etc. We are honored to have you with us, and our intent is to build long-standing business relationships for the future success for all of us.

PAYMENT TERMS /INVOICING

Cornerstone's payment terms are NET 30. Invoices are paid on NET 30 terms. This allows us time to ensure the invoice is correct, accurate, and allows time for processing. You are required to submit a lien waiver with each invoice, a partial lien waiver (attached) for projects where the job is not completed, and a final lien waiver (attached) for the final payment. The attached lien waivers are the only form accepted by Cornerstone. PLEASE submit lien waiver and invoice together.

CONTRACT

In addition to a job specific subcontractor agreement for each project, a Master Subcontractor Agreement (copy attached) will be presented to you for your first project, and will be on file at our office. The Master Subcontractor Agreement is to ensure you have all your insurance in line, understand our procedures, and ensures you will not be working with clients we introduce to you through projects (in the form of a non-compete), which is only fair to both firms.



Cornerstone Renovation Group
410 Peachtree Pkwy Suite 4245
Cumming, GA 30041
866.401.7366(RENO)

SUBCONTRACTOR INFORMATION SHEET AND CHECKLIST

Please complete the following information and request documents below for approved sub-contractor status:

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

DOCUMENT CHECKLIST: Please make sure to submit all at once.

_____ Subcontractor Information Sheet

_____ Master Subcontractor Agreement-Agreement to work with Cornerstone

_____ Cornerstone Job Specific Subcontractor Agreement- Required for each job

_____ W-9

_____ General Liability Insurance

- Must meet requirements listed on insurance requirements page attached. We recommend forwarding this to your insurance agent.
- Cornerstone Renovation Group needs to be listed as certificate holder and additional insured with appropriate language listed under description of operations

_____ Workman's Compensation Insurance-

- Our company requires Workers Compensation. If you're working in multiple states. Your policy must cover all states which you will be working in.
- 500 K policy limit

Please submit your completed subcontractor packet to your Project Manager and to tfountain@cornerstonerenogroup.com. For questions regarding these requirements, please email or call Tonya Fountain @tfountain@cornerstonerenogroup.com / 770-598-0180.

Master Subcontractor Agreement
CONTINUING AGREEMENT BETWEEN
CONTRACTOR AND SUBCONTRACTOR

THIS CONTINUING AGREEMENT BETWEEN CONTRACTOR AND
SUBCONTRACTOR is by and between **CORNERSTONE RENOVATION GROUP LLC**
And _____

Mailing Address: _____

Dated this _____ day of _____ 2020 for purposes of identification.

Background

CONTRACTOR is desirous of employing SUBCONTRACTOR to perform work and provide material subject to general conditions which will apply to all work performed and material provided by the Subcontractor no matter when and where performed (individually and collectively the "Work"). These conditions are to be supplemental to any conditions specific to any particular Work performed by the SUBCONTRACTOR. In consideration of the Work to be performed by SUBCONTRACTOR for CONTRACTOR, the payment to be made by CONTRACTOR to SUBCONTRACTOR and of the other covenants and conditions set forth herein, the parties agree as follows:

Terms and Conditions

1. ***Work.*** SUBCONTRACTOR agrees that all Work performed at the request of the CONTRACTOR shall be performed in a workmanlike manner, in accordance with applicable law, manufacturers' recommendations, best general trade practices and in compliance with any and all plans and specifications provided by the CONTRACTOR.
2. ***Changes or Modifications.*** CONTRACTOR may make such modifications or changes in the above-referenced plans and specifications as desired by written instruction or drawings issued to the SUBCONTRACTOR. The cost of any requested modifications or changes shall be estimated by the SUBCONTRACTOR at the time ordered, and if accepted by the CONTRACTOR, CONTRACTOR shall issue a change order bearing the CONTRACTOR'S signature and the SUBCONTRACTOR'S signature. No extra Work shall be commenced by the SUBCONTRACTOR until it has received a properly executed change order as described above.
3. ***Delays.*** Any Work performed by the SUBCONTRACTOR will be performed in an expeditious and efficient manner, subject, however, to conditions beyond the control of SUBCONTRACTOR, including, but not limited to, strikes, lockouts, inclement weather, in ability to timely secure the delivery of materials and supplies and unforeseen natural disasters. SUBCONTRACTOR shall immediately advise CONTRACTOR in writing of any condition that will delay completion by more than one (1) week and the anticipated new completion date.
4. ***SUBCONTRACTOR'S Performance.*** SUBCONTRACTOR shall furnish its best skill and judgment and cooperate with CONTRACTOR and all subcontractors in performing any Work. SUBCONTRACTOR shall furnish efficient administration and supervision of any Work, shall use every effort to keep upon the job site at all times an adequate supply of workmen and materials and I shall complete the construction of any Work in the most expeditious and effective manner consistent with the interests of CONTRACTOR.
5. ***Employment of Subcontractors and Laborers.*** SUBCONTRACTOR shall employ, in the SUBCONTRACTOR'S name as employer, all labor used in the performance of any Work and shall, in its name and not as agent for CONTRACTOR, make all purchases of materials, supplies or equipment and enter into all subcontracts for the performance any Work to be performed by the SUBCONTRACTOR the SUBCONTRACTOR is an independent contractor, and not an employee of the CONTRACTOR. The SUBCONTRACTOR shall be solely responsible for all taxes and withholding normally paid by independent contractors.
6. ***Insurance and Hold Harmless.*** SUBCONTRACTOR shall supply CONTRACTOR with certificates of insurance, naming the CONTRACTOR and OWNER as an additional primary insured on a non-contributory basis for liability arising directly or indirectly from the Work, which shall waive all subrogation rights as to the CONTRACTOR and OWNER. The Insurance Company shall be licensed and authorized to do business in the State of Illinois and shall have a financial rating acceptable to the CONTRACTOR, covering the insurance required in paragraphs 7 and 8. The Certificate of Insurance shall be supplied to CONTRACTOR prior to the commencement of work by the SUBCONTRACTOR and shall provide sixty (60) day prior notice to cancellation to be provided to the CONTRACTOR. The

SUBCONTRACTOR agrees to defend, indemnify and save the CONTRACTOR harmless from and against any and all claims, liability, costs, expenses, losses, court actions or judgments that may arise out of the performance of any Work, negligence, recklessness, willful or wanton conduct or breach of any condition of any contract with CONTRACTOR by SUBCONTRACTOR or because of any act or omission of SUBCONTRACTOR or of any of the SUBCONTRACTOR'S employees, agents, subcontractors or other third parties in any way engaged in or connected with the performance of any work by SUBCONTRACTOR or in fulfillment of this Contract.

7. **Workers Compensation Insurance.** The SUBCONTRACTOR shall procure and maintain in effect Worker's Compensation insurance on the SUBCONTRACTOR's employees as required by law and shall maintain a current certificate of such coverage with the CONTRACTOR before commencing any Work. All subcontractors must carry Workers Compensation and Employers Liability coverage with limits of not less than: \$500,000 Each Accident Limit, \$500,000 Each Disease Aggregate Limit and \$500,000 Disease Each Employee Limit. The subcontractor's Workers Compensation and Employers Liability policy must include a Waiver of Subrogation provision in favor of the CONTRACTOR.

8. **Comprehensive Public Liability Insurance.** The SUBCONTRACTOR shall procure and maintain in effect a policy of comprehensive public liability insurance with an insurance company approved by CONTRACTOR insuring the SUBCONTRACTOR and the CONTRACTOR against liability for injury or death to persons and damage to property arising from the performance of this Contract in an amount of not less than One Million and no/100ths Dollars (\$1,000,000.00) for injury or death to anyone person and Two Million and no/100ths Dollars (\$2,000,000.00) in the aggregate for injury or death to more than one person from anyone accident and Two Million and no/100ths Dollars (\$2,000,000.00) for damage to property AND Two Million and no/100ths Dollars (\$2,000,000.00) for products and completed operations and One Million and no/100ths Dollars (\$1,000,000.00) for any motor vehicles including owned, non-owned and hired used in connection with the Work.

SUBCONTRACTOR to name CONTRACTOR additional insured on their General Liability policies to include Primary and Non-contributory, Completed Operations and Waiver of Subrogation. Certificates of such insurance shall be deposited by SUBCONTRACTOR with CONTRACTOR before commencement of any Work. Any contractor hired by the subcontractor to perform work on the latter's behalf in order for the subcontractor to fulfill their obligations to the home builder needs to name the home builder as an additional insured under such contractor's General Liability policy.

9. **Commercial Auto.** The SUBCONTRACTOR shall procure and maintain in effect Commercial Auto Coverage in an amount of not less than One Million and no/100ths Dollars (\$1,000,000.00) Bodily Injury Limit Each Person/\$1,000,000 Property Damage Limit Each Accident or \$1,000,000 Bodily Injury & Property Damage Combined Single Limit. SUBCONTRACTOR will name CONTRACTOR additional insured on all certificates of insurance for commercial auto.

10. **Compliance with Statutes.** The SUBCONTRACTOR shall comply with all laws, ordinances, rules and regulations bearing on the conduct of any Work and shall pay the expense thereof. Any required notices shall be given by the SUBCONTRACTOR, and all necessary licenses and bonds required for the performance of this Contract shall be secured and paid for by the SUBCONTRACTOR.

11. **Work Inspection.** The SUBCONTRACTOR shall permit and facilitate an inspection of any Work by CONTRACTOR or CONTRACTOR's agents and public authorities at all times.

12. **Non-assignment.** SUBCONTRACTOR shall not assign or sublet this Contract as a whole without the prior written consent of the CONTRACTOR.

13. **Binding Effect.** This Contract shall inure to the benefit of and be binding upon the parties here to and their respective heirs, assigns, personal representatives or other lawful legal successors interest.

"CONTRACTOR"

"SUBCONTRACTOR"

By: _____ By: _____
Signature Signature

Printed Name/Title

Printed Name/Title

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.		Exempt payee code (if any) _____
6 City, state, and ZIP code		Exemption from FATCA reporting code (if any) _____
7 List account number(s) here (optional)		<small>(Applies to accounts maintained outside the U.S.)</small>
		Requester's name and address (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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																				
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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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign 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 developments. 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/FormW9.

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 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-B (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 (home 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.



Sub-Contractor Insurance Requirements

General Liability

Each Occurrence	\$1,000,000
Damage to Rent premises	\$100,000
MED EXP	\$5,000
Personal & ADV Injury	\$1,000,000
General Agg	\$2,000,000
Products comp/opp Agg	\$2,000,000

Worker's Compensation

E.L. Each Accident	\$500,000
E.L. Disease EA Employee	\$500,000
E.L. Disease Policy Limit	\$500,000

Additional Insured:

Cornerstone Renovation Group

410 Peachtree Parkway Suite 4245

Cumming, GA 30041

Language under description of operations:

Including Cornerstone Renovation Group LLC, and owners, their subsidiaries, directors, officers, employees and agents as Primary/Non Contributory Additional Insured with respect to General Liability coverage subject to the terms, conditions and exclusions of the policy and only as their interest may appear.



PARTIAL WAIVER AND RELEASE OF LIENS

The undersigned is a general contractor or subcontractor, materialman or other person furnishing services or labor or material in the construction or repair of improvements upon real estate described as follows:

(Project Name) located at:
(Project Address)

Upon receipt of the sum of \$ (Needs to match invoice amount) to be paid, the undersigned to be paid and other benefits accruing, the undersigned, does hereby waive, release and quitclaim in favor of the Owner, or Owners of said real estate, and in favor of each and every party making a loan on said real estate, as improved and his or its successors and assigns, all right that the undersigned and any subcontractors or suppliers of the undersigned may have to a lien upon the land and improvements above described.

IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER AND RELEASE IS FOR ALL SERVICES RENDERED, WORK DONE AND MATERIAL FURNISHED BY, ON BEHALF OF OR AT THE REQUEST OF THE UNDERSIGNED PRIOR TO THE DATE HEREOF and is for all such services rendered, work done and material furnished and not only for the particular items indicated below.

Witness the following signature and this _____ day of _____ 20____.

FIRM: (Your Company Info)

By: _____
Title _____

Signed _____ Date _____

Subscribed and sworn to before the undersigned, a Notary Public for the State of _____. On this ____ of _____ 20__.

Notary Public _____ My Commission expires _____.



FINAL WAIVER AND RELEASE OF LIENS

The undersigned is a general contractor or subcontractor, materialman or other person furnishing services or labor or material in the construction or repair of improvements upon real estate described as follows:

(Project Name) located at:
(Project Address)

Upon receipt of the sum of \$ (Needs to match invoice amount) to be paid, the undersigned to be paid and other benefits accruing, the undersigned, does hereby waive, release and quitclaim in favor of the Owner, or Owners of said real estate, and in favor of each and every party making a loan on said real estate, as improved and his or its successors and assigns, all right that the undersigned and any subcontractors or suppliers of the undersigned may have to a lien upon the land and improvements above described.

IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER AND RELEASE IS FOR ALL SERVICES RENDERED, WORK DONE AND MATERIAL FURNISHED BY, ON BEHALF OF OR AT THE REQUEST OF THE UNDERSIGNED PRIOR TO THE DATE HEREOF and is for all such services rendered, work done and material furnished and not only for the particular items indicated below.

Witness the following signature and this _____ day of _____ 20_____.

FIRM: (Your Company Info)

By: _____
Title _____

Signed _____ Date _____

Subscribed and sworn to before the undersigned, a Notary Public for the State of _____. On this ____ of _____ 20__.

Notary Public _____ My Commission expires _____.