



10722 Edison Court ~ Rancho Cucamonga, CA 91730
Office (909)947-7020 ~ Fax (909) 947-7356
Toll Free: (800) 520-2677x113
Email: payables@amphion.biz

**CONFIDENTIAL
FACSIMILE TRANSMITTAL SHEET**

URGENT PLEASE COMMENT **PLEASE REPLY** PLEASE RECYCLE

To Whom It May Concern:

Thank for your interest in joining our team of **High Quality Service Technicians**. To become a technician for Amphion we require the attached paperwork filled out and returned to us promptly.

- Professional Technician Work Order Agreement** **W-9**
 Current Insurance Certificate **Technician service rates sheet**

The insurance certificate must cover general liability with a minimum coverage of \$1,000,000, workers compensation and auto liability. Also, please have Amphion listed as additionally insured on the certificate. Please reply within 7 days of fax.

You can fax the information to (909) 947-7356 or email to payables@amphion.biz. If you have any questions, please feel free to contact us at (800) 520-2677x113

Thank you,

Payables Department



Professional Technician Work Order Agreement

This Professional Technician – Work Order Agreement supersedes any and all verbal, written agreements, credit applications, and can only be amended by a signed agreement by both parties. You, the professional technician, are also referred hereinto as the “Technician”. By accepting our Work Order, you hereby accept the terms of this agreement.

Definitions:

The “Work Order” hereinto refers to a faxed or emailed order to complete work issued by Executive Safe and Security Corporation, Executive Safe, Consolidated Facilities Services, or Amphion, hereinto referred to as AMPHION with a specific work description, hereinto referred to as the “Scope of Work”, specific time/date that the Work Order must be completed as detailed on the Work Order. The not to exceed amount, hereinto referred to as the “NTE” is the maximum dollar amount INCLUDING taxes that AMPHION will pay on any successfully completed Work Order. A “successfully completed Work Order”, must comply with all the terms of this agreement, **NOT ONLY THE FIELD WORK.**

Scope of Work:

As described on each Work Order. **Store personnel are not authorized to make changes to your scope of work, unless approved by an authorized AMPHION representative. Your Work Order is issued, and will be paid by AMPHION, not the store or client company. Additional work **WILL NOT** be paid if only authorized by the store OR client personnel. If you get to the job site and the Scope of Work deviates from the Work Order, you **MUST** call us immediately from the job site for further direction.**

Schedule:

Time is of the Essence on every AMPHION Work Order and under this agreement start and completion dates and time deviations must be approved in writing by an authorized AMPHION representative.

Invoicing – strictly adhere to the policies below.

Invoices are only valid if all work is completed per written instructions on a valid AMPHION Work Order. **Invoices will not be honored or paid that are not complete.** Completing requested work is only part of the job. Each Work Order specifies additional requirements on ALL work ordered by AMPHION, that encompasses the entire “Scope of Work”. The following items are required for all AMPHION work orders:

- Printed name AND signature, on AMPHION work acknowledgement, of the manager on duty at the time the work is completed.
- “Time in” and “Time out” on AMPHION work acknowledgement, for each visit to the site, along with the number of technicians, and must match your billing hours.
- Store stamp on work acknowledgement form, if available. If not available, have the manager write “no stamp avail” on the work acknowledgement form before he/she signs it.
- Detailed description of work completed at the site on each visit.
- Detail of parts used on the job and where they were sourced (field sourced is from your stock/supplier, or AMPHION supplied). If your AMPHION service coordinator authorizes use of your parts and if your charges to AMPHION on field supplied parts is more than the manufacturer’s list price for that part or parts, AMPHION reserves the right to replace your stock with an identical part at AMPHION’s cost, shipped to your shop.
- Each work order has a “NTE”, not to exceed amount listed. That is the most we will pay on a work order, without written authorization to exceed that amount from an AMPHION representative. That is the most you will be paid, there will be no exceptions. **We need to know in advance/from the field if you are exceeding your NTE charges, and why. We are available 24/7 to answer your questions and decide on approvals.**
- **DO NOT LEAVE YOUR INVOICE, STICKERS, LABELS, BUSINESS CARDS, ETC. AT THE JOBSITE.** We have incurred significant cost securing these national accounts and will pursue legal and civil penalties for unscrupulous business practices.
- **Timing of Invoicing:**
 - Your invoice and the signed, completed AMPHION Work Acknowledgement form with ALL the above items must be sent to AMPHION within 5 business days of job completion, if partially complete, partial billing must be sent within 10 business days from the beginning of work performed. Facsimile copies or email copies ARE acceptable. We do not require a mailed copy of your invoice or work acknowledgement.

Initial: _____

You will **NOT** be paid if it is lost, neither will we. If lost you must report to us immediately to schedule your return visit to request that the original signing manager can re-sign the completed Work Acknowledgment form for you.

- **Invoices sent over 45 days after completion of job will not, and cannot be paid.** AMPHION'S clients have taken a hard stance on late invoicing, therefore, AMPHION can no longer honor late billing.
- Invoices will be paid NET 30 upon receipt of the above and within the approved NTE amount. Discount terms are 5% 15 NET 30 if requested and approved in writing by AMPHION.

Insurance

Valid and Proper insurance is required before accepting work orders as a Technician for AMPHION. Minimum requirements change occasionally and are currently as follows:

- General liability minimum \$1,000,000.00, some jobs will require \$2,000,000.00 or more minimum liability.
- Worker's Compensation, **IS REQUIRED IF** you have employees that perform work at any of our jobsites.
- Auto liability, leased and owned autos/trucks, \$1,000,000.00 minimum.

You must name Executive Safe and Security Corporation, dba Consolidated Facilities Services, Amphion as an "additional insured" on your account, at no cost to AMPHION. It is your responsibility to reissue certificates as they expire. Most insurance companies and brokers will not charge for this service.

Codes and Permits

It is the responsibility of you, the professional Technician to meet local building and safety codes for all work completed and report any non-compliance immediately and in writing on the work acknowledgement form to AMPHION. Including but not limited to ADA, local and state Fire, and Life Safety codes and standards. It is also the responsibility of the Technician to obtain any necessary and required building permits before completing work and submitting your invoice if such is required. The cost of such permits will be reimbursed to you if approved in writing by an AMPHION representative PRIOR TO any expenses being incurred.

Licensing

You must be licensed legally by the state/county/city that you perform work in as required by the aforementioned governments and agencies. All safe and locksmith technicians that work on AMPHION work orders, must not have been convicted of a felony and must be licensed locksmiths or safe technicians as required by the state the work is to be performed.

Warranty

- Labor: The Technician agrees to warranty your labor for a period of 90 days from completion of work, excluding abuse and normal wear and tear. If repair is made to existing, aged equipment and your warranty is less 90 days, you must document on your original invoice and on our Work Acknowledgment form.
- Field supplied parts: Only use high quality parts on all AMPHION jobs. The Technician agrees to warranty your field supplied parts for a period of one year from completion of work, excluding abuse and normal wear and tear. If your warranty is less than 1 year, you must document on your original invoice and on our Work Acknowledgment form.

Dress/uniform

All technicians sent to AMPHION work orders must be dressed appropriately and professionally, must be clean with non-offensive hygiene, not display body piercing, offensive/obscene tattoos, or odors.

Professionalism

All technicians sent to AMPHION work orders must behave professionally at all times, be kind and courteous to all personnel and customers at the jobsite. We WILL deal with rude store personnel, YOU MUST NOT. You must report such behavior immediately after leaving the job site to AMPHION. Our national clients have strict policies on the professionalism of their staff, we will notify them of any such behavior. Do not bring non-uniformed, non-licensed, non-insured technicians, or family, or friends, or children to a job.

Sexual Harassment

Technicians, may not, under any circumstances fraternize, proposition, or flirt with any personnel or customers at the jobsite. Additionally, you must follow DFEH in California and EEOC federal agency guidelines everywhere in the United States regarding sexual harassment, please contact us if you need more information on this subject, we will send you a pamphlet detailing this subject and related laws.

Drugs and Alcohol

Initial: _____

All technicians sent to AMPHION job sites must be clean and sober during the entire duration of the job, including driving to and from the jobsite, even though neither you nor your employees are employed by or supervised by AMPHION during travel to and from a jobsite. We only want to be clear not to condone irresponsible behavior that could likely lead to the damage of property, or worse, the injury or loss of life.

You agree to hold AMPHION harmless in the event of any incident arising from your use or your employees use of drugs or alcohol during the duration of work for AMPHION. AMPHION has a zero tolerance drug and alcohol use policy and insists that all AMPHION Technicians enforce the same policy.

Hold Harmless:

You agree to hold AMPHION, it's employees, officers, and agents harmless in the event of any loss or injury. Including but not limited to: loss of property, injury on the jobsite, or in route to or from the jobsite or parts warehouse, depot, or parcel carrier, injury caused by acts outside the direct control of AMPHION, parking costs, parking tickets, sales tax, use taxes, uncollected taxes, or acts of god, acts of war, or property left at a jobsite.

Term:

This agreement will remain in force through the duration of each job and will renew upon your acceptance of each new AMPHION Work Order.

General Provisions

This Agreement is entered into California, performed in California, and shall be governed, construed and interpreted in accordance with the substantive laws of the state of California, exclusive of any choice of law rules. The parties agree that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved by the courts of the State of California. The parties waive any objections against and agree to submit to the personal jurisdictions of the Superior and Municipal Courts of the State of California, County of San Bernardino, the U.S. District Court for the Southern District of California.

You agree that any breach of the provisions of this Agreement will cause AMPHION irreparable damage for which recovery of money damages would be inadequate. AMPHION will, therefore, be entitled to obtain timely injunctive relief to protest its rights under this Agreement in addition to any and all remedies available at law without the need to post a bond or other undertaking.

This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. No term or provision hereof will be considered waived by either party, and no breach executed by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

Company Name: _____

Address: _____

By: _____ date: _____

Name: _____ Title: _____

Executive Safe and Security Corporation, dba, Consolidated Facilities Services, Amphion

By: _____ date: _____

Scott C. Denton Pres/CEO

Please fax this signed and initialed agreement to: (909) 947-7356 or email to payables@amphion.biz

Please MAIL the original signed and initialed agreement:

AMPHION
Attention: Payables Department
10722 Edison Court.
Rancho Cucamonga CA, 91730

Initial: _____

Please print or type	Name (if a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Taxpayer Identification Number (TIN)		List account number(s) here (optional)
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. 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 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.	Social security number	
	OR	
	Employer identification number	▶
		For Payees Exempt From Backup Withholding (See the instructions on page 2.)

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.	
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 of page 2.)	

Sign Here	Signature ▶	Date ▶
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<p>Purpose of Form. - A person who is required to file an information return with the IRS must get 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.</p> <p>Use W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> Certify the TIN you are giving is correct (or you are waiting for a number to be issued) Certify you are not subject to backup withholding, or Claim exemption from backup withholding if you are an exempt payee. <p>Note: If a requester gives you a form other than a W-9 to request your TIN- you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>What is Backup Withholding? - Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding</p>	<p>Include 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.</p> <p>If you give your requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:</p> <ol style="list-style-type: none"> You do not furnish your TIN to the requester, or The IRS tells the requester that you furnished an incorrect TIN, or 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 You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or 	<ol style="list-style-type: none"> You do not certify your TIN when required. See the Part III instructions of page 2 for details. <p>Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.</p> <p>Penalties</p> <p>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.</p> <p>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.</p> <p>Criminal Penalty for Falsifying Information. - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.</p> <p>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.</p>
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Specific Instructions

Name - If you are an individual, you must generally enter the name shown on your social security card. 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 enter in Part I of the form.

Sole Proprietor. – You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or “doing business as” name on the **business name** line.

Other Entities. – Enter the business name as shown on the required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or “doing business as” name on the business name line.

Part I – Taxpayer Identification Number (TIN)

You must 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, using your EIN may result in unnecessary notices to the requester **Note:** See the chart on this page 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 a SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you 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, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing “Applied For” means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II – For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding.

Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write “Exempt” in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

Part III – Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

- 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.
- 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.
- Real Estate Transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 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 (including attorney and accounting fees), and payments to certain fishing boat crew members.
- Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give 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.

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, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% 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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has a SSN, that person’s number must be furnished.

² Circle the minor’s name and furnish the minor’s SSN.

³ You must show your individual name, but you may also enter your business or “doing business as” name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.



Technician Service Rates Sheet

Tech ID:

Tech Name:

Standard Service Area: _____

Service call includes 1hr: \$ _____

Service call additional/hrs: \$ _____

Emergency includes 1hr: \$ _____

Emergency additional/hrs: \$ _____

Mileage these rates cover? _____

Outside Standard Service Area: _____

Service call includes 1hr: \$ _____

Service call additional/hrs: \$ _____

Emergency includes 1hr: \$ _____

Emergency additional/hrs: \$ _____

Mileage these rates cover? _____

Contracted rates are good for 1 yr

Name: _____ Title: _____

Signature: _____ Date: _____