



VENDOR DATA FORM

BUSINESS NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

OFFICE PHONE #: _____ CELL PHONE #: _____

E-MAIL: _____

BUSINESS LICENSE #:: _____ CITY/COUNTY ISSUED: _____

TIN # or SS #: _____

MUST PROVIDE COPY OF VALID BUSINESS LICENSE

**IF APPLICABLE, A CERTIFICATE OF INSURANCE IS REQUIRED FOR GENERAL LIABILITY AND WORKERS COMPENSATION INSURANCE, NAMING TURNKEY EVENT LABOR, INC. AS "ADDITIONAL INSURED."

IN EMERGENCY NOTIFY:

FIRST CONTACT: _____ PHONE #: _____

ADDRESS: _____

RELATIONSHIP: _____

SECOND CONTACT: _____ PHONE #: _____

ADDRESS: _____

RELATIONSHIP _____

I understand that should any of the information above change, I should notify TurnKey Event Labor as soon as possible. This will keep my personal contact information up to date at all times.

SIGNATURE: _____ **DATE:** _____

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name		
Business name, if different from above		
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.)		<input type="checkbox"/> Exempt from backup withholding
City, state, and ZIP code		Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** 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 3.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain 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.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



40960 California Oaks Rd. #442 Murrieta, CA 92562
PH# 951-541-0197 FAX# 800-617-1419
www.turnkeyeventlabor.com

Vendor Guidelines Acknowledgement

I have read the Vendor Guidelines and agree to follow them to the best of my abilities.

Signature

Date

Print Name

Date Received: _____

TurnKey Representative Received by: _____

Please return this last page only to TurnKey Event Labor, Inc.



*****SOLE PROPRIETOR WAIVER*****

The following is a written waiver under the compulsory Workers' Compensation laws of the state of California whereby a Sole Proprietor may waive his or her rights to Workers Compensation coverage and benefits.

I am a sole proprietor and I am doing business as: _____
(Name of Sole Proprietors Business)

I am performing work as an independent contractor for TurnKey Event Labor, Inc.

I am not the employee of TurnKey Event Labor, Inc. for the workers' compensation purpose and therefore, I am not entitled to workers' compensation benefits from TurnKey Event Labor, Inc.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them and provide proof of insurance coverage to:

TurnKey Event Productions, Inc.
.....

Name of sole Proprietor: _____

Social Security Number or TIN Number: _____

Street Address: _____

City/ State / Zip Code: _____

Signature of Sole Proprietor: _____ **Date:** _____
.....

TurnKey Event Labor, Inc. BBSI Self Insured California Certification # 2246

40960 California Oaks Rd. # 442 • Murrieta, CA 92562

Phone 951.304.2725 • Fax 800.617.1419

Signature of TurnKey Representative: _____ **Date:** _____

DISCLOSURE AND AUTHORIZATION FORM

TurnKey Event Labor inc (the “Company”) will procure a consumer report and/or investigative consumer report on you in connection with your employment application.

Intelius Inc., a consumer reporting agency, will obtain the report for the Company.

Intelius is located at 500 108th Avenue NE, 25th Floor, Bellevue, WA 98004, and can be reached at (425) 974-6100.

The report may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The types of information that may be obtained include, but are not limited to: **social security number verification, criminal records checks, public court records checks, driving records checks, educational records checks, verification of employment positions held, personal and professional references checks, and licensing and certification checks.** The information contained in the report will be obtained from private and/or public record sources, including sources identified by you in your job application or through interviews or correspondence with your past or present coworkers, neighbors, friends, associates, current or former employers, educational institutions or other acquaintances.

Provided to you with this authorization is a summary of your rights under the Fair Credit Reporting Act in a form prescribed by the Federal Trade Commission. Please do not sign the authorization until you have reviewed this summary. You also are entitled to request more information about the nature and scope of the report we are requesting your authorization to obtain by submitting a written request to Bobby Harris (Bobby@turnkeyeventlabor.com)

AUTHORIZATION

I have carefully read and understand this notice and authorization form and I have read and understand the “Summary of Your Rights Under the Fair Credit Reporting Act” provided with this form. By my signature below, I consent to the release of consumer and/or investigative consumer reports to the Company as described above and consistent with the requirements imposed on the Company as described in the Summary.

I understand that, to the extent allowed by law, information contained in my job application or otherwise disclosed to the Company by me before, during or after my employment, if any, may be utilized for the purpose of obtaining such consumer reports and/or investigative consumer reports about me. I understand that if the Company hires me, it may request a consumer report and/or and investigative consumer report about me, to the extent allowed by law, for employment related purposes during and after my employment. I understand that if employed by the Company my consent will apply throughout the entire time I am employed by the Company unless I revoke or cancel my consent by sending a signed letter to Bobby Harris (Bobby@turnkeyeventlabor.com)

Employee Last Name _____ **First** _____ **M - Int'l** _____

Present Address _____

City/State/Zip _____

Social Security Number _____

Driver’s License Number _____ License Number _____

Professional License Number: State _____ Type _____ Number _____

(For Employment in California Only) By checking this box, I request a free copy of the report.

FOR IDENTIFICATION PURPOSES ONLY

Date of Birth _____ Gender _____

Signature _____ **Date** _____



Please read carefully, fill-out, and initial all necessary areas, and return to TurnKey Event Labor to establish Vendor account.

Vendor Agreement

This Vendor Agreement ("Agreement") is made and entered into in California, by and between TurnKey Event Labor, Inc., ("TurnKey" or "Company"), a California corporation having its principal place of business at 40960 California Oaks Road, Suite # 442, Murrieta, CA 92562, and _____, a Vendor ("Vendor"). Vendor shall be identified as follows:

Name/Company Name: _____

Type of Entity:

- Individual
- Sole Proprietorship
- Partnership
- Corporation

Address: _____

City/ State/ZIP: _____

Business Telephone: _____

Social Security or Employer Identification Number: _____

Business License #: _____ City/ County Issued: _____

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Work to Be Performed

TurnKey desires that Vendor perform, and Vendor agrees to perform, technical audio visual work and any set/strike tasks required for the completion of each specified project or event, on an as needed basis.

2. Term of Agreement

The services called for under this Agreement shall commence on the date this agreement is signed, and remain in force until terminated. Any changes to this agreement must be made in writing, and approved by both parties.

3. Vendor Status

A. It is expressly understood by the parties that Vendor is a Vendor in the performance of each and every part of this Agreement and that nothing in this Agreement is intended, or shall be construed, to denote or designate Vendor as the

employee, agent, partner, or joint venture of TurnKey. Further, although TurnKey will communicate to Vendor the scope of each specified project or event and the desired outcome of Vendor's work on such project, the parties understand and agree that nothing in this Agreement constitutes the exercise by TurnKey of control or direction over the manner or method by which Vendor performs the services which are the subject of this Agreement. TurnKey is interested only in the results obtained by Vendor under this Agreement; the manner, means and method of conducting the work and obtaining such results are under the sole control of Vendor. TurnKey reserves the right to accept or reject, in whole or in part, the work product provided by Vendor.

B. The parties expressly understand and agree that, as a Vendor, Vendor is free to set Vendor's schedule and work hours within the scope of each project. It is further understood and agreed that Vendor shall be solely responsible for any employees or agents whom Vendor hires to assist Vendor (and whom Vendor agrees are not the employees or agents of TurnKey), and that neither Vendor nor Vendor employees or agents shall utilize TurnKey's offices, equipment or supplies in performance of this Agreement except as specifically detailed in this paragraph. Vendor agrees that Vendor is responsible for transporting and supplying, at Vendor own expense, any necessary specialized equipment and tools necessary for Vendor's use in the performance of this Agreement, with the exception of the audio visual equipment required for each project.

C. Vendor shall have no right, power or authority in any way to bind TurnKey to the fulfillment of any condition, contract or obligation, or to create any liability binding on TurnKey

D. Vendor understands that Vendor is a Vendor and, as such, neither Vendor nor any dependent or any other individual claiming through Vendor will be eligible to participate in, or receive benefits under, any of the employee benefit plans, programs or arrangements maintained by TurnKey (collectively, the "Plans"), and hereby waives irrevocably any and all rights to participate in, or receive benefits under, any of the Plans. Vendor further understands and agrees that none of Vendor employees or agents will be eligible for any benefits under the Plans.

4. Technical Direction

Vendor shall have all necessary skills and expertise to perform work under this Agreement. To the limited extent that any technical direction is necessary, such technical direction shall be given only by the Project Manager or the Company designee.

VOID IF NOT INITLED

5. Payment Terms

TurnKey agrees to pay invoices according to the following terms:

A. Invoices for payment **MUST** be submitted no later than one week after completion of work/job.
Int's _____

B. TurnKey agrees to pay all invoices **under** \$3,000.00 within 30 days from the date the invoice is received.
Int's _____

C. All invoices **over** \$3,000.00 are subjected to payment arrangement, agreeable to TurnKey and Vendor.
Int's _____

D. Any invoices submitted for work completed past 90 days will not be paid. Vendor acknowledges that payment is **forfeited** due to the lack of timely submission.
Int's _____

We highly discourage our Vendors from pilling up invoices and submitting them 4 or more at a time. Please submit invoices promptly after the show completes.

6. Reimbursement of Expenses

TurnKey shall not be liable to Vendor for any expenses paid or incurred by Vendor unless otherwise agreed to in writing, such as per diem. This includes, but is not limited to, use of personal vehicle to arrive and return from an event, mileage, gas, food, parking, cell phones, etc.

7. Taxes and Other Incidents of Employment

a. Neither federal, state, or local income tax nor payroll tax of any kind shall be withheld or paid by TurnKey on behalf of Vendor or the employees of Vendor. Vendor shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

b. Vendor understands that Vendor is solely responsible for all incidents of employment for himself/herself/itself and Vendor employees and agents, including, but not limited to, withholding and payment of all federal and state income and payroll taxes, unemployment insurance, social security, Medicare taxes, and any other legally required payments on sums received from TurnKey

8. Vendor's Responsibility for Insurance

8. A. Vendor acknowledges that TurnKey does not maintain comprehensive general liability on behalf of Vendor and/or employees of Vendor. A certificate of insurance naming TurnKey Event Labor as "additional Insured" is required.

8. B. TurnKey does not maintain workers compensation on behalf of Vendor and/or employees of Vendor.

Workers compensation is not required for Sole Proprietors as long as TurnKey has a signed Sole Proprietor Waiver Form.

9. Hold Harmless

The Vendor shall indemnify and hold harmless TurnKey and all TurnKey agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or result from the performance of the Vendor's work under this agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Vendor or anyone directly or indirectly employed by Vendor or anyone for whose acts he may be liable, regardless or whether it is caused in part by a party indemnified hereunder.

In any and all claims against the TurnKey or any of TurnKey's agents or employees by and employees of Vendor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor under worker's compensation acts, disability benefit acts or other benefit acts.

10. Termination of Agreement

TurnKey may terminate this Agreement without notice in the event that Vendor breaches any material provision of this Agreement or Vendor otherwise acts in a manner that is materially harmful to the business interests or reputation of the Company. This Agreement may be terminated at any time by TurnKey or Vendor, at any time upon written notice to the other party. Notice shall be deemed to have been sufficiently given either when delivered personally or when sent by first-class mail addressed to the other party at the addresses set forth in this Agreement. TurnKey shall not be liable for, nor shall Vendor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

11. Assignability

This Agreement shall not be transferred or assigned, in whole or in part, by Vendor without the prior written consent of TurnKey

12. Severability

The parties have fully negotiated all of the provisions of this Agreement. In the event there is litigation involving this Agreement and the court concludes that certain provisions may be unenforceable for whatever reason, the court shall have the authority to modify such provisions to make said provisions enforceable, if possible, within the bounds of the parties' original intent. Further, the unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the other provisions.

13. Choice of Law

This Agreement, including, but not limited to, any dispute under this Agreement and work performed by Vendor under this Agreement, shall be construed and enforced under and be governed in all respects by the laws of the State of California, without regard to the conflict of laws or principles thereof.

14. Waiver

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Agreement

This Agreement, including any exhibits attached, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, discussions, or negotiations, if any, between the parties with respect to the services to be provided by Vendor to TurnKey and all matters related thereto. The Agreement may be supplemented, amended or revised only in a writing signed by Vendor and a duly authorized representative of TurnKey

16. Confidential Information and Related Matters

Vendor recognizes that during the course of performing work under this Agreement, Vendor may acquire knowledge of confidential and proprietary information or trade secrets of TurnKey or a client TurnKey ("Confidential Information"). Vendor agrees to keep all such Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for Vendor own benefit or for the benefit of another, either during or after the term of this Agreement, any such Confidential Information. Upon termination or expiration of this Agreement, Vendor shall deliver all records, data, information, and other documents containing Confidential Information that were produced or acquired during the performance of this Agreement, and all copies thereof, to TurnKey. Such material is and shall remain the property of TurnKey except as noted elsewhere in this Section.

This obligation of confidentiality shall not apply with respect to information (a) that Vendor can conclusively demonstrate with documentary evidence is generally known to, and available for use by, the public other than as a result of the breach of this Agreement or any other agreement pursuant to which Vendor owes any duty of confidentiality to TurnKey or a client of TurnKey ("Client"); (b) that is required to be disclosed pursuant to applicable law or an order of a court of competent jurisdiction (but only to the extent of such required disclosure); or (c) that Vendor reasonably determines is necessary to be disclosed in order for Vendor to perform Vendor obligations and/or enforce Vendor rights against TurnKey under this Agreement (but only to the extent necessary to perform such obligations or enforce such rights). If Vendor becomes compelled by applicable law or an order of a court of competent jurisdiction to disclose any Confidential Information, Vendor will provide the Company with prompt written notice of such requirement so that the Company may seek a protective order or other remedy with respect to such compelled disclosure. If such a protective order or other remedy is not obtained by or is not available to TurnKey, Vendor will ensure that only the minimum portion of such Confidential Information that is legally required to be disclosed is so disclosed, and Vendor will use all reasonable efforts to obtain assurances that confidential treatment will be given to such Confidential Information.

Unless otherwise agreed to in writing, Confidential Information includes, but is not limited to, software, flow charts, program listings, functional specifications, logistical models, user guides, operator guides, installation guides, and other supporting or programming materials, designs, reports, manuals, documents, specifications, data, or other technical or

proprietary information, client information, business and marketing strategies, vendor lists, personnel information, and any equipment or material of every description furnished to Vendor for a Client.

Any Confidential Information furnished to Vendor by a Client is and shall remain the property of the Client. Vendor shall not substitute any other property for the Client's property except in rendering services under this Agreement. While such Client property is under the management or control of Vendor, Vendor shall be responsible for any damage to such property. If requested by the Client as a condition of service, Vendor may be required to sign a separate confidentiality agreement.

Vendor recognizes that TurnKey invests substantial time, money and other resources attracting and retaining clients. Vendor agrees during the entire course of the agreement, and for a period of six (6) months following the termination of this Agreement, Vendor will not induce any TurnKey's clients to breach or disrupt any contractual or prospective business relationship with TurnKey. In addition, Vendor will not use the Confidential Information of TurnKey in soliciting any TurnKey's client. This paragraph is in no way intended to prevent Vendor from rendering services to a TurnKey client, either during or after the term of this Agreement.

17. Legal Action

Vendor acknowledges that full compliance with the terms of this Agreement is necessary to protect the business and goodwill of TurnKey and that a breach of this Agreement will irreparably and continually harm TurnKey, for which money damages may not be adequate. Consequently, Vendor agrees that in the event of a breach of any material term of this Agreement, or a threatened breach thereof, TurnKey will be entitled to both (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) monetary damages insofar as they can be determined through arbitration. If TurnKey successfully institutes legal action to enforce its rights under this Agreement, TurnKey shall be entitled to recover from Vendor, TurnKey's costs and reasonable appropriate legal fees incurred in the enforcement of its rights.

17a. Any dispute regarding any aspect of this Agreement or any act that allegedly has or would violate any provision of this Agreement ("arbitrable dispute") will be submitted to arbitration in the Coachella Valley Area before an arbitrator licensed to practice law in California, in accordance with the Rules for Commercial Arbitration of the American Arbitration Association, as the exclusive remedy for such claim or dispute. The decision of the arbitrators will be final and conclusive, and the parties waive the right to trial de novo and appeal excepting only for the purpose of confirming the arbitrator's decision. Costs and attorney's fees will be awarded to the prevailing party in any such arbitration.

18. Security Regulations

Vendor shall comply with all applicable security regulations and requirements of TurnKey, or its clients.

19. Headings

The headings in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this _____ day of _____.

Vendor

TurnKey Event Labor, Inc.

By _____

By _____

[print name]

[print name]

Business Name

Title (if applicable)