



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 BUISNESS LICNESE

**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:** _____



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 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)

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 (as shown on your income tax return)	
	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (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 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. citizen or other U.S. person (defined below).

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 ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 payee 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 to Form W-9 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.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

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.

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.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. 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 entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but 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, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. 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.

2. 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.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. 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, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	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 an 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 and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide 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, or Archer MSA or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.



TRADE SECRET AND CONFIDENTIALITY POLICY

During the term of your project / contract with TURNKEY EVENT LABOR, INC, hereafter called "TURNKEY," you may have access to or become acquainted with various trade secrets and confidential information, consisting of computer programs and related documentation, contract information, compilations of information, records and specifications, including but not limited to customer lists, marketing plans and financial information (whether or not designated and marked "CONFIDENTIAL" or the like), all of which are owned by TURNKEY and regularly used in the operation of TURNKEY's business.

All files, records, documents, specifications, equipment, computer software and similar items relating to the business of TURNKEY, whether they are prepared by the contractor or come into the contractor's possession in other ways and whether or not they contain or constitute trade secrets or confidential information owned by TURNKEY, are and shall remain the exclusive property of TURNKEY and shall not be copied or removed from the premises of TURNKEY under any circumstances whatsoever except as required in the course of your project / contract with TURNKEY.

At no time during, or after your project / contract with TURNKEY (unless specifically consented to in writing by TURNKEY) are you to either directly or indirectly use, divulge, disclose or communicate to any person, firm, corporation, association or any other entity, confidential information or trade secrets concerning any matters affecting or relating to the business of TURNKEY, including, but not limited to TURNKEY's strategic plans; marketing plans; pricing strategy; products; software; the names, addresses, preferences or practices of any of its clients; contracts with clients; commission or compensation plans for its employees or contractors. Upon the date of your contract / project fulfillment, you are to promptly return to TURNKEY all equipment, documents, reports, correspondence, manuals, customer lists and all other written or graphic records, including any copies thereof, and other property of TURNKEY.

All client account records, price lists and any records and books relating in any way whatsoever to the clients or business of TURNKEY whether prepared by the contractor or otherwise coming into the contractor's possession, shall be the exclusive property of TURNKEY. All such books, records and any copies thereof shall be immediately returned to TURNKEY upon the completion of your project / contract.

The names and addresses of TURNKEY's client's, vendors, employees and TURNKEY's contracts with or proposes to such clients or prospective clients constitute trade secrets of TURNKEY and the sale or unauthorized use or disclosure of any of TURNKEY's trade secrets obtained during your project / contract with TURNKEY constitutes unfair competition. It is unlawful for an individual to engage in unfair competition with TURNKEY.

TURNKEY feels that it is important that all contractors be aware of its Trade Secret and Confidentiality Policy. Therefore, we are providing a copy of the Trade Secret and Confidentiality Policy to all contractors. By signing below, you are acknowledging that you have received a copy of TURNKEY's Trade Secret and Confidentiality Policy, and agree to abide by such policies.

Dated: _____, 20 ____

Contractors Signature



*****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 Labor, 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:** _____



*** Guidelines for Vendors ***
*****Vendor Copy*****

In order to serve you and our clients better, we ask that you review and implement the following guidelines. It is the goal of TURNKEY to provide you with as much business as possible, and in the process eliminate any errors or misunderstandings there may be between the TURNKEY office and its' Vendors. We appreciate you taking the time to familiarize yourself with the following information and we believe that it will make for a better and more efficient relationship between yourself and TURNKEY. We advise you to file these guidelines in an easily accessible place for referencing.

INVOICE INFORMATION

The following 8 pieces of information needs to be included on all invoices:

1. Your business name and mailing address
2. Client name and/or TurnKey's job number
3. Location/Venue
4. Date(s)
5. Total Charge per day with breakdown of hour/day.
6. Your rate (Must be agreed prior to event)
7. Position for that show/day
8. Total due at the end of the invoice

NOTE: Each show worked is a different invoice. PLEASE do not combine shows on one invoice. To avoid delay in processing your invoice, make sure your invoices are legible and in your best printing if handwriting them. If we cannot read your writing, processing time of your invoice will be delayed. TurnKey has provided a sample invoice for your use on our website (www.turnkeylabor.com) for your convenience. Whether you decide to use the sample invoice on our website or not, your invoices should have the above information on them.

SENDING INVOICES

1. Email

All invoices which are emailed to our office should follow this simple format. The **subject line of the email** should contain the following information exactly as it appears below:

Invoice – [Name of job] – [Job dates] - [Your business name]

For example:

Invoice – Microsoft PDC – Sept 9 thru19 - John Smith

The word "Invoice" and "your business name" will remain constant; the name of the job and the dates will change from job to job. By following this format, it will be easier for us to collect and process your invoices in a more efficient and timely manner.

2. Faxing

If faxing your invoice, please use the following fax number: **800-617-1419**. TurnKey uses an E-Fax system. All faxes are received electronically via email and permanently saved electronically, filed by date received and fax number sent from.

3. Mail

When mailing an invoice, please send to the following address.

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

Please allow for the normal "snail mail" delay. We have seen regular 1st class mail delays up to two weeks from U.S. Postal Service.

If you have any questions or issues about your invoices, please direct your inquiry to Accounts Payable at 951.304.2725. We will be glad to address your concerns.

TIMELY SUBMISSION OF INVOICES

In order for us to send payment in a timely manner, it is critical that we receive your invoice within 48 hours of the end of the show. This is important so that we can bill the client in a timely manner, allowing them to pay us faster. By submitting your invoice after that 48 hour period, you are causing a delay not only for yourself, but for others who worked on that show. Our turnaround time is determined by your promptness in getting us your invoice.

At TURNKEY, it has always been our goal to pay our Vendors in a timely fashion. Please note, that time frame below starts from the day we **RECIEVE** your invoice. If it takes you a week or more to submit your invoice, not only are you delaying us from submitting your hours to the client, but you are extending the time in which you will receive your check. Please help us to help you by submitting your invoice within 48 hours of the completion of the show.

4. **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.
- B. TurnKey agrees to pay all invoices **under** \$3,000.00 within 30 days from the date the invoice is received.
- C. All invoices **over** \$3,000.00 are subjected to payment arrangement, agreeable to TurnKey and Vendor.
- 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.

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

RATES

When you are called for a job, please make sure that your rate is set and confirmed with the Labor Coordinator **before** the job starts. This will help to eliminate any confusion about what you should be billing after the job has ended. Discussion of rates, either your own or of other technicians on the job site is highly discouraged. Not all vendors and technicians have the same background, qualifications and experience; therefore, not all techs get paid the same rate. **If you are found discussing rates on job site, you will not get called for your services by TURNKEY in the future.**

GENERAL POLICIES

Work performed on the following holidays may be billed at time-and-a-half overtime (OT) rate for all Vendors. Holidays include Christmas, New Year's Day, Fourth of July, and Thanksgiving Day.

"Split Shifts" with a less than ten (10) hour break between call times for the same call may be invoiced as follows: Between shifts break will be billed at regular hourly rates, less one hour per meal break. Break hours paid at regular hourly rates will not be counted towards any hours worked when calculating overtime for the workday.

Vendors are not to supervise the packing of any truck, connecting or disconnecting power to and/or from any venue power source. TurnKey requires that the client "call" and supervise such work directly.

If no unpaid meal break is given, a meal penalty can be added unless a prior agreement has been made. If a meal is provided, a half-hour paid meal break may be provided. Non-working, unpaid meal breaks will be a minimum of one hour, off the clock and should be subtracted from your billed time.

Meal penalties will be billed as a one-hour flat penalty at **regular time rates**. A meal penalty may be charged if Vendor works more than 6 hours without a break.

Vendor may have to pay for parking at some venues. TurnKey does NOT reimburse for parking.

A. General Labor Vendors

Industry standard these positions is billed on an hourly basis. All TurnKey General Labor Vendors work a five (5) hour minimum call. Overtime (1.5x) may be charged after 8 hours, double-time (2x) after 12 hours, as per industry standard.

B. Technical and Specialized Labor Associates

Industry standard rates for all operators, technician and engineer rates are based on a full 10-hour day. Overtime (1.5x) may be billed for hours worked beyond ten (10). Double-time (2x) will be billed for hours worked beyond twelve (12). The hourly rate used to calculate overtime is derived from the agreed upon 10-hour daily rate divided by ten (10) hours.

NO CALL - NO SHOW

We understand that emergencies happen, and we certainly try and be understanding about last minute incidents which occur that are out of anyone's control. However, if your services are booked and confirmed for a job and you cannot make it to the job, then you must call us as soon as possible and let us know that you won't be able to provide your services. By not showing up AND not calling to inform us that you won't be there, you may be permanently banned from future bookings. When we book your services, our clients expect you to be there, and when you are not there, and haven't given us a call to tell us such, then we all look bad in the client's eyes. Please be professional and courteous by giving us as much lead time as possible in the event that we need to replace you.

COMMITTING TO ASSIGNMENTS

When one of our Labor Coordinators books your services for a job, we ask that you keep your commitment. Many times in the past we've gotten calls from our vendors, either a day or two before the job starts, that they received a call to work another job at a higher rate for another company. If you are booked on a job with us, we expect you to keep your commitment. By not doing so, you jeopardize your chances of getting additional calls from us in the future.

PROMPTNESS

This is simple. You MUST be on the show site on time. Period. Of course from time to time, circumstances may prohibit timely arrival, and we've all experienced it to some degree or another. But, we ask that you take that into consideration and make sure that you leave yourself plenty of room to arrive on time. If being tardy becomes a habit, this will ensure that we won't call for your services in the future.

CLIENT INTERACTION

We obviously want you to have a good relationship with the client, however, soliciting a TurnKey client for work directly is unethical and unprofessional. We also frown upon any socializing with the client. Please refrain from such activity. If a client approaches you and asks for your contact information, your availability or any other information we ask that you give them the phone number to TURNKEY. Accepting request for your labor services directly from a TURNKEY client will result in the termination of your vendor agreement.

MINIMUM HOURS

With TURNKEY, you are being called to complete a specific task, not fulfill set hours. While there will be jobs that have a five (5) hour minimum, you must plan to stay until the task is completed. In other words, if we call you about a job that might only last for 3 hours, you should not make plans to be somewhere else until the job is completed. As a Vendor, we are hiring your services to complete a job, and not just to complete "x" number of hours of work. For example, if we call you for a load in at 8:00am that the client estimates will only take 3 hours, it may take longer, and in that case, you must stay until the job is done. Making an appointment to be somewhere during that time is not acceptable. If the job is done in 3 hours, then of course you may go, however, if the client needs you to stay, then we will respect their request and you should stay until the job is done.

ATTIRE

TURNKEY does the majority of their work on corporate events. Our clients expect to see professionally attired people at all times. There is a basic industry standard for what to wear on any given corporate event. 95% of the time it's either "Work Blacks" or "Show Blacks". "Work Blacks" are typically worn during the set and strike. "Work Blacks" consists of black pants (jeans are acceptable) and a black t-shirt or polo or any other non-logo back shirt. Shorts are not acceptable in our industry, unless shorts were approved by client in advance.

"Show Blacks" are often requested by our clients "Show Blacks" consist of black slacks (Dockers or Slacks – No Jeans) and a button down black dress shirt with a collar. Logo'd shirts should not be worn when Show Blacks are requested. On other jobs when these two don't apply, it may be the client requests that a shirt and tie be worn or tan and blues, which are khaki pants and a blue polo shirt.

Torn, badly faded or wrinkled clothes are not industry standard on any event. TURNKEY believes that attire is important to present a professional image. Please help us to maintain that image by abiding by industry standards for attire on corporate events.

CHANGE OF ADDRESS NOTICES

If you have moved recently, or will be moving in the future, please make sure that you submit to us a change of address notice in writing. By putting "Change of Address for John Smith" in the subject line of your letter or email, it will ensure that we can update our system so that there will be no unnecessary delays in getting you your check. You will NOT be able to make those changes by phone.

We require that it be submitted in writing.

We at TurnKey Event Labor appreciate all the hard work and dedication that you bring to our events and we look forward to having you participate in our growth in the months and years to come.

If you have questions, comments or concerns, please do not hesitate to call us at 951.304.2725 or via email at info@turnkeylabor.com, we'd be happy to take your call or email.

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.