



Broadband Telecom Services, Inc.
New Hire Checklist

1) Prelim Background Check / Authorization [Y] [N] Email info to SJ for OK

2) APPLICATION (Hardcopy or Online Version) [Y] [N]
3) EMPLOYMENT INFORMATION FORM [Y] [N]
4) CONTRACTORS AGREEMENT [Y] [N]
5) DMV & CRIMINAL BACKGROUND CHECK.com [Y] [N]
6) W-9 [Y] [N] Fax to SJ
7) TRAINING ADVANCES POLICY [Y] [N]
8) DRUG TEST RESULTS [Y] [N]
10) INSURANCE / BENEFITS - ENROLLMENT FORM [Y] [N] Fax to SJ
11) I-9 EMPLOYMENT ELIGIBILITY VERIFICATION [Y] [N]
12) BTS EMPLOYEE/CONTRACTOR MANUAL SIG SHEET [Y] [N]
13) BTS SAFETY MANUAL SIG SHEET [Y] [N]
14) DRUG TEST INTERPRETATION SIG SHEET [Y] [N]
15) COPY OF SOCIAL SECURITY CARD [Y] [N]
16) COPY OF AUTO INSURANCE (current) [Y] [N]
17) COPY OF DRIVER LICENSE [Y] [N]
18) COPY OF PROOF OF REGISTRATION (Vehicle Reg) [Y] [N]
19) SCHEDULE F (2 pages) [Y] [N]
20) TOOL PAYMENT PLAN / POLICY [Y] [N]
21) TOOL DEDUCTION SHEETS [Y] [N]

Signature: _____ Date: _____



**Broadband Telecom Services, Inc.
Pre-Employment Screening Form**

Please fill out, sign and fax this form to:

Sarah B. Johnson
HR Director
Broadband Telecom Services, Inc
Fax: 972-961-4486

First, Middle and Last Name (Print Please)		Social Security Number
Driver's License #	State Issue	Date of Birth
Office Location (Circle Please) San Antonio, Texas Austin, Texas Georgetown, Texas Tyler, Texas Monroe, Louisiana Jackson, Mississippi		

By signing this form I know Broadband Telecom Services will require me to pass the following tests for employment:

- Drug Test (upon employment and random tests thereafter)
- Criminal Background Check
- DMV Check - Must have valid DL & Auto Insurance
- Appropriate Vehicle for the job

I you have any concerns about these activities or explanations BTS should be aware of, please explain here: _____

Have you ever committed or convicted of a felony: **YES or NO**

Signature of Applicant	Date
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BROADBAND TELECOM SERVICES, INC.

Application for Employment

(PRE-EMPLOYMENT QUESTIONNAIRE) (AN EQUAL OPPORTUNITY EMPLOYER)

PERSONAL INFORMATION

DATE

NAME

LAST, FIRST, MIDDLE

PRESENT ADDRESS

STREET

CITY

STATE

ZIP

PERMANENT ADDRESS

STREET

CITY

STATE

ZIP

PHONE NO.

ARE YOU 18 YEARS OR OLDER

YES

NO

CELL NO.

EMAIL:

ARE YOU PREVENTED FROM LAWFULLY BECOMING EMPLOYED
IN THIS COUNTRY BECAUSE OF VISA OR IMMIGRATION STATUS?

YES

NO

EMPLOYMENT DESIRED

POSITION

DATE YOU
CAN START

SALARY
DESIRED

ARE YOU EMPLOYED NOW?

IF SO MAY WE INQUIRE
OF YOUR PRESENT EMPLOYER

EVER APPLIED TO THIS COMPANY BEFORE?

REFERRED BY?

EDUCATION

NAME AND LOCATION OF SCHOOL

DID YOU GRADUATE?

GRAMMAR SCHOOL

YES

NO

HIGH SCHOOL

YES

NO

COLLEGE

YES

NO

SPECIAL TRAINING / CERTIFICATES

YES

NO

BACKGROUND

What was the most difficult job you've ever had? Why?

SPECIAL SKILLS

FORMER EMPLOYERS (LIST 3 EMPLOYER, STARTING WITH THE MOST RECENT)

Name of Employer		Position Title	
Date Hired	Last Date of Employment	Reason for leaving?	
Super visor's Name		Supervisor's Phone Number	May we contact them? Yes or No

Name of Employer		Position Title	
Date Hired	Last Date of Employment	Reason for leaving?	
Super visor's Name		Supervisor's Phone Number	May we contact them? Yes or No

Name of Employer		Position Title	
Date Hired	Last Date of Employment	Reason for leaving?	
Super visor's Name		Supervisor's Phone Number	May we contact them? Yes or No

WHICH OF THESE JOBS DID YOU LIKE BEST? _____

WHAT DO YOU LIKE MOST ABOUT THIS JOB? _____

REFERENCES: GIVE THE NAMES AND PHONE NUMBERS OF THREE PERSONS WHOM YOU HAVE KNOW ALEAST ONE YEAR NO RELATIVES

1. _____

2. _____

3. _____

THE FOLLOWING STATEMENT APPLIES IN: MARYLAND & MASSACHUSETTS (FILLIN STATE)
IT IS UNLAWFUL IN THE STATE _____ TO REQUIRE OR ADMINISTER A LIE SETECTOR TEST AS A
CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. AN EMPLOYER WHO VIOLATES THIS LAW SHALL BE
SUBJECT TO CRIMINAL PENALTIES AND CIVIL LIABILITY.

SIGNATURE OF APPLICANT

IN CASE OF
EMERGENCIES NOTIFY

NAME ADDRESS PHONE NO. _____

"I CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME ON THIS APPLICATION IS TRUE AND COMPLETE AND I UNDERSTAND THAT IF ANY FALSE INFORMATION, OMISSIONS, OR MISREPRESENTATION ARE DISCOVERS. MY APPLICATION MY BE REJECTED AND, IF I AM EMPLOYMENT MAY BE TERMINATED AT ANY TIME. IN CONSIDERATION OF MY EMPLOYMENT, I AGREE TO CONFORM TO THE COMPANY'S RULES AND REGULATIONS, AND I AGREE THAT MY EMPLOYMENT AND COMPENSATION CAN BE TERMINATED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME. AT EITHER MY OR THE COMPANY'S OPITION. I ALSO UNDERSTAND AND AGREE THAT THE TREMS AND CONDITIONS OF MY EMPLOYMENT MAY CHANGE WITH OR WITHOUT CAUSE AND WITH NOTICE, AT ANY TIME BY THE COMPANY. I UNDERSTAND THAT NO COMPANY REPRESENTATIVE, OTHER THAN IT'S PRESIDENT, AND THEN ONLY WHEN IN WRITING AND SINGED BY THE PRESIDENT HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGIONG.

DATE SIGNATURE _____

Braodband Telecom Services, Inc. is committed to providing equal employment opportunity regardless of race, color, age, national origin, religion, sex, disability or sexual orientation. Braodband Telecom Services, Inc. provides equal opportunity in accord with federal and state laws.



Broadband Telecom Systems Employee Information

Personal Information

First Name	Initial	Last Name	
Address	City & State		Zip Code
Home Phone Number	Cell Phone Number		Email
Social Security Number	Driver's License Number		Driver's License State Issue
Auto Insurance Provider			Insurance Policy Expiration Date

BTS Status

Position Title	Tech ID #	Hire Date

Emergency Contact Information

	Name	Relationship (example: Spouse, Parent)	Phone Number
1.			
2.			
3.			



BROADBAND TELECOM SERVICES

CONTRACTOR’S AGREEMENT FOR RENDERING OF SERVICES

AGREEMENT made as of this (month) _____ in the (year) _____

by and between Broadband Telecom Services., having a principal place of business at 10929 S FM 1187
Ft Worth, TX 76126 (hereinafter referred to as Company”) and _____

_____ d/b/a _____

Having a principal place of business at _____ and having

Tax ID or SS# _____
(hereinafter referred to as “Contractor”).

WHEREAS, Company desires to have certain work, as specified below performed for its benefit;
and

WHEREAS, Contractor warrants that it has inspected and is familiar with the proposed areas,
procedures, and methods and is willing to undertake such work on the terms and conditions specified
below:

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein
contained, the parties hereto agree as follows:

1. Contractor agrees to perform the following Work, hereinafter referred to as the “WORK”,
for Company:
Satellite Dish (DBS) installation related activities and CATV/DATA industry related installation activities.

- 2. (A) Company agrees to pay Contractor for such Work upon completion of the Work
by Contractor, and acceptance of quality and quality thereof by Company, the
amounts set out in the attached Article “A”.
- (B) Payment shall be made within thirty (30) days of Company acceptance of Work
performed and approval of Contractor’s invoice.
- (C) Prices state in Article “A” are subject to change by either party within three (3)
days written notice and acceptance thereof.

3. In performing the Work, Contractor agrees to comply with all terms and conditions set
forth in this Agreement.

4. Contractor warrants that it is experienced in such Work and has sufficient
personnel and equipment to perform the Work herein provided for in an efficient and
timely manner. Contractor agrees to hire all necessary personnel to enable him to
complete the Work in accordance with this Agreement. Contractor shall provide its own
transportation and all necessary tools, implements and other supplies necessary to
complete the Work.

All Work is guaranteed to be as specified, and the above Work is to be performed
in accordance with the drawings and specifications submitted for above Work and
completed in a professional workmanlike manner.

Any deviation or alternation from the above specifications involving extra cost will be executed only upon written order of Company and will become an extra charge over and above the agreed price for services rendered between Company and Contractor.

5. Contractor shall have control over the means and manner of the performance of the Work, including the hours of labor, or method of payment to, any employee, except that Company may from time to time specify changes in the scope of the Work to be performed, subject to the agreement of Contractor to such changes. Contractor shall at all times perform the Work in a timely manner acceptable to Company, and shall perform such Work in a good and workmanlike manner and in accordance with applicable specifications and government codes. Contractor agrees to maintain the appearance of vehicles, equipment and personnel to comply with standards established by Company and furnished to Contractor. Contractor shall furnish or shall have his employees, if any, furnish necessary tools, supplies or materials to perform the Work.
6. Contractor agrees to promptly pay and discharge any liens, claims, or charges arising out of Contractor's performance of the Work, filed or asserted by or on behalf of any employee, laborers, material, men, subcontractors or suppliers, or in the alternative, at Company's sole discretion, to indemnify and hold Company harmless from any such charges or claim, including, without limitations, reasonable attorney's fees. If any lien, claim, or threatened lien, claim or charge is not paid or discharged, Company may, but shall not be obligated to, withhold payment in an amount equal to 1.5 times to total amount of any such lien, claim, or charge until the same has been dismissed or satisfied, or alternatively a lien claim may be discharged by direct payment from Company and such payment may be set off against any funds held by Company or owed to Contractor; provided, however, Contractor may at its own cost and expense, post an appropriate cash or surety bond for purposes of dismissing any recorded lien or claim and proceed thereafter to contest such lien or claim without cost or expense to Company. Company shall thereupon release any funds withheld pursuant to this subsection.
7.
 - (A) This Agreement shall continue for a term of one (1) year subject to the other provisions hereof. Contracts will automatically renew annually unless services are no longer needed.
 - (B) Clean-up and/or quality control work will be completed by the end of the pay period week. If the Company, in its discretion, has other contractors or employees complete or correct defects in the Work, all costs will be deducted from Contractor's NEXT INVOICE.
 - (C) Retainage. The Company shall have the right to withhold 10% of the amount invoiced by Contractor pending both completion and acceptance of all Work, or any phase thereof performed any Contractor.
 - (D) Notwithstanding any other provisions of this Agreement, Company shall have the right to terminate the Agreement at any time, upon 24 hours written notice, upon any default. Defect or omission in Contractor's performance of the Work hereunder, or if Contractor fails to perform his other duties hereunder in a manner consistent with the best interests of the Company.
 - (E) Contractor may terminate the Agreement upon 14 day's written notice to the Company. Should Contractor not provide such notice, the Company may retain any unpaid monies due Contractor as its liquidated damages.

8. (A) It is the intention of the parties hereto that contractor shall have the status of an independent contractor, and nothing contained herein shall be considered as creating an employer-employee relationship between the Company and Contractor or between Company and Contractor's employees , if any.
- (B) Contractor, as an independent contractor, shall comply with any applicable provisions of federal and state laws dealing with the payment of estimated income, self-employment withholding and other taxes and any other similar laws. Contractor shall also be responsible for obtaining all required licenses and permits and all requisite bonding.
9. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Company, and all of its agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance or non- performance of the Work by Contractor and/or the failure of Contractor to comply with any obligation set out in this Paragraph 9 includes, but is not limited to, any claim, damage, loss or expense which (1) is attributable to bodily injury, sickness, disease or death of persons (including, but not limited to, employees of contractor), or injury to or destruction of tangible property, including loss of use resulting therefrom; and which (2) is caused in whole or in part by the acts or omissions of Contractor, its employees or any one directly or indirectly employed by Contractor or any one for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense in caused in part by the acts, omissions or negligence of Company. The indemnification obligation owed by Contractor under this paragraph 9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable to or for Contractor under workers compensation acts, liability benefits acts or other employee benefit acts.
10. Contractor shall provide the insurance coverage specified in the "Insurance Addendum" attached to this Agreement. The terms of which are incorporated herein by reference
11. Contractor shall maintain in strict secrecy and confidence all confidential, proprietary or other information relating to the business of the Company (the "Confidential Information") obtained by Contractor in the course of Contractor's work, and Contractor shall not unless first authorized in writing by Company , disclose to, or use for Contractor's benefit or for the benefit of any person, firm or entity at any time either during or subsequent to the term of this Agreement, any Confidential Information except as required in the performance of Contractor's duties on behalf of Company. For the purposes hereof, Confidential Information shall include, without limitation, any customer lists, price list, trade secret, knowledge or information with respect to processes, formulae, techniques, procedures or know how unique to Company.

This Agreement contains the entire agreement between Company and Contractor. There are no other agreements or understandings stated or implies except as are contained herein. Any modifications or amendments to this Agreement shall be in writing and shall be executed by the parties hereto. The laws of the State of Texas shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR:

By: _____

DBA: _____

Date: _____

Federal I.D. _____

Social Security: _____

Driver's License: _____

State: _____

Broadband Telecom Services, Inc.

By: _____

Date: _____

INSURANCE ADDENDUM

Contractor shall maintain in full force and effect the following insurance coverage's for the duration of this Agreement:

1. Workers Compensation Insurance with not less than statutory limits of not less than \$500,000.
2. Commercial General Liability Insurance, including, on an "occurrence" basis, insurance for Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, either specifically designating Paragraph 9 of this Agreement as an insured contract or on a blanket basis, Broad Form Property Damage Endorsement (including Completed Operations), Personal Injury and Advertising Liability. The insurance required by this clause shall be limits of not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 aggregate combined single limit and \$1,000,000 aggregate Products and Completed Operations limit.
3. Automobile Liability Insurance covering all automobiles used by Contractor in connection with performance of the Work under this Agreement. Minimum coverage limits shall be as follows: \$500,000 each person and \$500,000 each accident for bodily injury; and \$500,000 each accident for property damage.
4. Contractor shall provide Company with certificates of insurance or other proof of insurance acceptable to Company, indicating that Contractor has obtained the insurance coverage's set out in Paragraphs 1, 2, and 3 prior to commencing the Work under this Agreement. In addition, Company shall be named as an additional insured under the coverage's required under Paragraphs 2 and 3. All insurance policies provided under Paragraph 1, 2, and 3 shall be endorsed to require that the insurance company give to Company thirty (30) days prior written notice in the event of cancellation, termination, alteration or modification of the insurance provided and that the insurer under each policy waives subrogation in favor of Company.
5. In the event Contractor does not provide to Company a valid certificate of insurance or other acceptable proof evidencing the workers compensation coverage required under Paragraph 1, Contractor shall execute Texas Workers Compensation Commission form No. 81 (TWCC-81) authorizing Company to provide workers compensation insurance coverage to Contractors and his employees, if any and to withhold the premiums for the cost of such workers compensation insurance coverage from Contractor's payment under this Agreement. In addition, the Company is authorized to withhold a reasonable amount as compensation insurance to Contractor, with the total amount of insurance and administrative costs withheld not to exceed 10% of the Contractor's payment due under the Agreement.
6. In the event Contractor does not provide to Company a valid certificate of insurance or other acceptable proof evidencing the commercial general liability coverage required under Paragraph 2, Contractor shall be added to the Company's commercial general liability coverage and Contractor hereby authorizes Company to withhold the premiums for the cost of the addition of Contractor to Company's policy from Contractors payment under this Agreement.

CONTRACTOR:

By: _____

DBA: _____

BROADBAND TELECOM SERVICES INC.

BY: _____

Pre-Employment Inquiry Authorization Release

- I. I understand that investigative reports may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history. I understand that backgroundchecks.com, on behalf of Broadband Telecom Services, may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with BTS Cable's consideration of me for employment, promotion or position re-assignment or contract now, or at any time during my tenure with BTS Cable, and give my full consent for this information to be obtained.
- II. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.
- III. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box .
- IV. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by backgroundchecks.com to furnish the information described in Section I.
- V. Communications with backgroundchecks.com should be directed to PO Box 353, Chapin SC 29036 or (866) 300-8524.

Deleted: an

Deleted: _____

CANDIDATE COMPLETE THE FOLLOWING:

Signature	Today's Date
Print Name: (First) _____ (Middle) _____ (Last) _____ (Maiden) _____	
Other Names Used _____	
Current Address Since: (Mo/Yr) _____ (Street) _____ (City) _____ (State/Zip) _____	
Current Address Since: (Mo/Yr) _____ (Street) _____ (City) _____ (State/Zip) _____	
Current Address Since: (Mo/Yr) _____ (Street) _____ (City) _____ (State/Zip) _____	
The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.	
Date of Birth	Social Security Number
Driver's License Number and State	Name as it appears on License
Have you ever been convicted of a crime? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide city and state of conviction and details of conviction.	

FAIR CREDIT REPORTING ACT NOTICE:
 In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, backgroundchecks.com cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. backgroundchecks.com's policy requires purchasers of these reports to have signed a Service Agreement. This assures backgroundchecks.com that users are familiar with and will abide by their obligations, as stated in the FCRA, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact backgroundchecks.com.

NOTICE TO CALIFORNIA CANDIDATES
 You have a right to obtain a copy of any consumer report or investigative consumer report obtained by (INSERT COMPANY NAME) by checking the box provided below. The report will be provided to you within (3) business days after we receive the requested reports related to the matter investigated.
 I request to receive a free copy of this report by checking this box.
 Under section 1786.22 of the California Civil Code, you may view the file maintained on you by backgroundchecks.com during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at backgroundchecks.com in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

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 ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
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 ▶
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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.

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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding 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.

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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

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 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 entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card 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). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's 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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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 recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** 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 or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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**, but you may also enter your business or "DBA" 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.*

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. 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. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.





BROADBAND TELECOM SERVICES, INC.

TRAINING ADVANCES

The \$50 a day that is to be paid while training is to be understood as an advance not payment for training. Broadband Telecom Services understands that going some time without your first check is difficult. That is why we advance payments while training to compensate for this initial holdout period.

If your services are terminated or you do not wish to continue your relationship with BTS before a period of 60 days or more has passed. You will forfeit any training pay due or already received by way of payroll deduction.

By signing below you acknowledge you have read the above statement and understand the terms.

Signature: _____

Date: _____

Witness: _____

Date: _____



BROADBAND TELECOM SYSTEMS, INC.

TOOL PAYMENT PLAN / POLICY

Broadband Telecom Services requires contractors to own the proper tools to perform required job procedures. In the event that contractors do not own all or some tools BTS provides purchase of tools with a payment plan through payroll deduction.

BTS will deduct \$50.00 for the first two pay periods and then 10% or \$100 minimum thereafter until tools are paid for.

By signing below you acknowledge you have read the above statement and understand the terms.

Signature: _____

Date: _____

Witness: _____

Date: _____

Broadband Telecom Services

Drug Testing Policy and Interpretation
Revised 2009

ALL EMPLOYEES AND CONTRACTORS ARE SUBJECT TO DRUG TESTING AT ANYTIME AND ALL DRUG TEST RESULTS MUST BE NEGATIVE, POSITIVE DRUG TESTS WILL RESULT IN IMMEDIATE TERMINATION.

(If a positive drug test is returned, the ONLY way a BTS Contractor or Employee can retain employment is with proper doctor and pharmacy documentation.)

Drug testing is mandatory upon employment and conducted sporadically throughout employment. Drug tests are required randomly and upon significant accidents, injuries and damage at job sites. Management retains the ability to test at any time.

I _____ have read and understand the drug policy for Broadband Telecom Services. I understand that my employment depends on negative test results on all drug tests and that we have a drug free work environment.

Name (Print)

Signature

Date