

First Onsite Property Restoration

SUBCONTRACTOR / PROVIDER – REPRESENTATIONS & WARRANTIES

Subcontractor / Provider hereby certifies that it is in compliance with all applicable state and federal wage and hour and other employment laws applicable to the state where the project is located, and that it will:

- pay employees for all time worked, including compensable travel time, and prohibit off the clock work
- compute wages in compliance with applicable overtime laws
- enforce compliant meal, rest and heat recovery period policies and practices, including payment of premiums for missed or non-compliant breaks as required by law
- maintain all necessary payroll records in accordance with applicable state law, including records of start and stop times of shifts and meal periods
- provide employees applicable state compliant pay stubs
- comply with applicable state law with respect to any use of direct deposit and pay cards
- pay employees all wages timely, including at the end of the payroll period and at the time of termination or resignation
- not make any cash wage or bonus payments
- reimburse all appropriately incurred business expenses by check
- ensure that any piece rate plan is in compliance with applicable state law and includes pay for non-productive time
- appropriately classify its employees as exempt or non-exempt in accordance with state and federal law
- ensure its independent contractors are appropriately classified under federal and state law
- maintain anti-harassment, anti-discrimination and anti-bullying policies, and ensure that it has trained its managers and/or supervisory employees in compliance with state law
- provide policies, including meal and rest break, off the clock, and anti-harassment policies to its employees in English and Spanish
- provide appropriate sick leave in accordance with state and federal law

Subcontractor / Provider represents that it is not currently, nor has it been in the past five (5) years, the subject of any wage and hour litigation.

Subcontractor / Provider acknowledges that the foregoing representations and warranties are truthful and accurate and further acknowledges that any claims against the First Onsite Property Restoration platform of businesses (Interstate Restoration, LLC, Interstate Restoration Hawaii, LLC, Perfection Property Restoration, Inc., Rolyn, LLC, Super Restoration Service Co., LLC, Trilink Restoration Services, LLC, and any future acquisition) stemming from or related to the above practices are subject to “Indemnification” of the Master Services Agreement.