

Service Contractor Performance Agreement

All contractors, sub-contractors, suppliers and vendors, by accepting a request to work for Chick-fil-A, Inc., agree to abide by the following terms and conditions throughout all phases of a project at a Chick-fil-A restaurant. Failure to adhere to these policies can result in dismissal from the job site and/or termination of the business relationship.

INSURANCE: General Liability Insurance and Worker Compensation and employee Liability coverage will be current and in effect for all of your employees when working at Chick-fil-A. Certificates must be submitted and on file with the Chick-fil-A Facilities Department prior to project start. Minimum coverage: GL: \$1,000,000, WC: Per State Requirements

COMMUNICATION: Contractors will contact the store Operator/manager 24 hours prior to making a store visit. Introduce yourself and state that you have been contacted by the Chick-fil-A Facilities Department to provide and/or assess the project. *(Do not visit the store unless contact has been made with the Operator/manager.)* Contractor will maintain communication with the Operator/manager throughout the project.

ADDITIONAL WORK: If, in the conduct of a site analysis or the actual repair work, you determine that additional work beyond the initial scope of work is necessary, submit an additional quote with itemized information and photographs to the Chick-fil-A Facilities Management department. Follow the same procedure when store personnel request additional work. Do not actively solicit additional work from the Operator/store staff.

APPROVAL: The Chick-fil-A Facilities Management department and/or Operations must approve all work associated with the request. You will receive a written work order when approval is granted for work to begin.

PUNCTUALITY: BE ON TIME! Store managers will often request repairs to be scheduled during the store's "slow-time" or "off-hours." If you are unable to respond at the scheduled time, contact the store Operator/manager immediately.

CUSTOMER SERVICE: Always abide by the store's rules.

CONDUCT ON THE JOB SITE: A high standard of personal and professional conduct is required of you at all times in order to ensure the effective operation of business, courteous service to our customers, and a pleasant work environment for our employees. Absolutely NO PROFANITY and NO SMOKING while on Chick-fil-A premises.

USE OF STORE PHONE: Do not use the store phone for personal or business use unless approved by store Operator/manager. Absolutely no long distance phone calls permitted.

SAFETY & SITE CONDITIONS: It is the responsibility of the contractor to move, cover, and/or secure all equipment prior to commencement of work. Contractor must keep the work area clean and safe at all times. All debris and associated materials shall be removed by the contractor at time of project completion and after each day's work. All work will be conducted in the safest manner possible considering the effects and methods used and their effect on people, property, cars, food products and other supplies that belong to Chick-fil-A customers and employees. Contractor will provide and have available while on site copies of the MSDS (Material Safety Data Sheet) for any and all chemicals used on the site.

ETHICS: All business dealings are to be conducted in an ethical manner. This prohibits the exchange of any special privileges, in fact or appearance, which might compromise the business decision making process. Contracts to be employed with Chick-fil-A will be developed to the best advantage in the open market without favoritism, considering such factors as price, quality, and performance.

INVOICING: Upon completion of the project, the store Operator/manager must acknowledge all work is acceptable before submitting invoice to Chick-fil-A, Inc. Payment terms are net 30 days.

RELEASE OF LIEN: Contractors are to submit a release of lien with their invoice that releases Chick-fil-A from liens against company property for non-payment of sub-contractors.

As a contractor/sub-contractor for Chick-fil-A, Inc, I understand and will abide by the rules and guidelines listed above. By signing and returning this agreement, I am acknowledging that I am aware of and plan to fulfill Chick-fil-A's performance expectations.

Signature Date

Company Name

Print Last Name & Title

Company Location