

Compliance Certification

I, the undersigned, a duly authorized representative of _____ (“Contractor”) which provides goods and/or services to David Patton Homes, LLC and its affiliates (collectively, “DPH”) pursuant to a Sub-Contract Agreement (“SCA”). The Contractor has been made aware by David Patton Homes, LLC of the importance to DPH that the Contractor and any of its subcontractors or suppliers be in full and complete compliance with all applicable Federal and State laws as to the eligibility of employees of the Contractor to work lawfully in the United States. Such laws include, but are not limited to, the Immigration Reform and the Control Act of 1986, 8 U.S.C 1324a and the regulations promulgated thereunder including the completion by all such employees of a Form I-9 (collectively, “Immigration Requirements”).

In recognition of the obligation of the Contractor to DPH, and further recognizing that no Contractor may perform services or supply goods to DPH absent this Compliance Certification (“Certification”), I certify that the Contractor and its subcontractors is in compliance with such Immigration Requirements.

I further certify and promise that if at any time the Contractor is notified by any Federal or State Agency, that the Contractor is not or may not be in compliance with the Immigration Requirements, I shall notify DPH in writing within 24 hours of such notification. In addition, I hereby authorize DPH or its designees to perform audits, reviews, or inquiries as to compliance by the Contractor with Immigration Requirements at any time on 24 hours’ notice.

Should this Certification cease to be accurate at any time for any reason, the Contractor agrees that DPH may do one or more of the following:

1. Terminate some or all of its business dealings with Contractor including the SCA; and/or
2. Require Contractor to indemnify and hold harmless DPH from any and all liability from the Contractor’s non-compliance with the applicable Immigration Requirements.

To the extent DPH elects to enforce the obligations of the Contractor triggered by this Certification, DPH shall be entitled to recover any and all legal fees and expenses. Contractor specifically waves the right to trial by jury.

Business Name:

Representative’s Name (Signature)

Date:

Title: