



## VENDOR AGREEMENT

The undersigned agrees to the following conditions:

- The vendor has received an GPM Vendor Manual to review prior to signing this agreement
- The vendor agrees to follow the policies and procedures of GPM when performing work for GPM
- The vendor will complete the following forms prior to commencing any work for GPM
  - Vendor Agreement
  - Vendor Application
  - Vendor Information Form
  - Background Check Authorization Form
  - W9

### Insurance

- Vendors will carry Workman's Compensation if they have employees and will fulfill the following requirements:
  - The vendor will notify their Workman's Compensation Company and request them to furnish GPM with an original endorsement of the policy
  - The vendor will furnish an original endorsement of all yearly renewals
  - The vendor will notify GPM if insurance company changes
- Vendors will carry General Liability Insurance and will fulfill the following requirements:
  - GPM requires vendors to carry a minimum of \$1,000,000 current general liability insurance
  - Vendors will supply an original endorsement of the current liability insurance policy
  - Vendors will furnish an original endorsement of all yearly renewals
  - Vendors will notify GPM if their insurance company changes

### Tax Information

- Vendors will supply a social security number or Tax ID
- It is the responsibility of vendors to notify GPM of any changes and GPM has provided a Change of Information Form in the back of the GPM Vendor Manual

### Workmanship

- Vendors will supply competent work and the vendor guarantees they will redo the work to the satisfaction of GPM if necessary.
- The work is on a contract labor basis and vendors understand that GPM does not treat any vendor as an employee

### Vehicles

- All vendors must supply their own vehicles
- Vendor vehicles must be in a reasonable working condition
- Vendors cannot use any GPM company-owned vehicles
- Vendors must carry appropriate insurance for their vehicles

**Vacation time**

- Vendors are to notify GPM of scheduled vacations in excess of 48 hours
- Vendors are to notify GPM if they cannot complete a work order because of a pending vacation

**Work Orders**

- Vendors agree to accept work orders by email and phone
- Vendors are to notify GPM immediately if the problem exceeds the authorized amount on the work order
- Vendors are to pay for parts for maintenance requests and GPM then reimburses them when the vendor submits invoices for payment

**Work Order Estimates**

- Vendors are to notify GPM if they will be unable to offer an estimate or complete the work in a timely manner
- When GPM receives the approval from the owner, they will notify the vendors when to start work on the property

**Keys**

- Vendors are to follow the GPM Vendor Manual regarding keys and lockboxes
- Vendors are always to be responsible for GPM property keys and must return the keys to the GPM office promptly upon completion of work

**Tenants**

- Vendors are to be courteous and professional with tenants
- Vendors are to be dressed appropriately for work
- Vendors are to clean up their work in and outside of the property
- Vendors are NOT to make comments on repairs or the condition of the property to tenants
- Vendors are NOT to discuss in detail the repairs with tenants
- Vendors are NOT to make promises to tenants unless it is within the work order request
- Vendors are to call GPM from the property if necessary to clarify the work or request permission to do additional maintenance they see is required
- If tenants request other work, the vendor is to instruct them to call GPM and place a work order
- If tenants pose a threat, vendors are to immediately leave the property and notify GPM

**Social Media**

- Vendors are not to post ANY information or pictures related to GPM properties on any social media outlet, such as Facebook, Twitter, YouTube, Snapchat, etc.

**Payment**

- Vendors are to submit their invoices within 15 days of completion of work
- Vendors understand that GPM makes payments on a 30-day cycle, and does not reimburse vendors immediately
- Vendors are responsible for contacting GPM as soon as possible, if they have an error or dispute with a payment
- Vendors understand that GPM works for the owner and the owner is responsible for the funds for payment

- Vendors understand GPM must comply with any court ordered deductions from payments

**Disputes**

- Vendors are to put all disputes with Guardian Property Management in writing

**Drug-free Policy**

- The undersigned vendor understands that GPM requires a drug-free policy with all personnel, vendors, and tenants
- By signing this agreement, the undersigned vendor, its employees, and/or subcontractors commit to a drug-free policy when working on the GPM managed properties and appointments with tenants

**Mutal Non-Disparagement/Representations**

- GPM and Vendor mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks, statements or publications regarding the other to any third party individual, publication, business or internet site. This provision relates to remarks, statements and/or publications regarding this Agreement or either party's performance under this Agreement, or subsequent to any termination of this agreement. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within two days of said request. Owner and Agent mutually agree that damages for failure to comply with this provision shall be liquidated at 500.00 dollars per day for each remark, statement, publication that is disparaging or is not removed within two days of said removal request. Owner and Agent further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions, notwithstanding any rights under the First Amendment to the United States and North Carolina constitutions, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other.

**Indemnify and Hold Harmless**

- Indemnify and hold GPM harmless to the extent allowable by law from any and all costs, expenses, attorney's fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including tenant, owner, or vendor in any way relating to the performance or exercise of any duty, obligation or authority hereafter granted to vendor or arising out of vendor's breach of this agreement including the gross negligence or willful or intentional misconduct by vendor.

I agree to the terms of this Vendor Agreement with Guardian Property Management and have received the GPM Vendor Manual.

\_\_\_\_\_  
Name of Vendor (please print)

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date



## VENDOR APPLICATION

The following information on this page is required in order to process the application					
Company Name					
Full Name				Other last names	
Address				Vehicle(s):	
City/State				Tag(s) State: #:	
Website				Nicknames	
Work phone		Cell phone		Tax ID #	
Birthdate				Social Sec. #	
Email				Driver's license # State: #:	
Emergency Contact					
<b>What type of work does your company do? Please fill out detail on the following lines</b>					
<b>Please answer all of the following questions</b>					
Do you have a fax?			(Yes) (No)		Fax #
Do you have a cell phone?			(Yes) (No)		Cell #
Do you have a contractor's license?			(Yes) (No)		License #
Do you have a current bond?			(Yes) (No)		Company
If so, how much do you carry?			\$		
Do you carry current business/liability insurance?			(Yes) (No)		Company
If so, amount of liability & policy dates			\$		
Do you have employees?			(Yes) (No)		
Do you use other licensed contractors?			(Yes) (No)		
Do you carry current workman's comp? and policy dates			(Yes) (No)		Company
Will you agree to a drug-free policy?			(Yes) (No)		
Do you have a reliable and reasonable vehicle for work?			(Yes) (No)		
Please list four references below					
<b>Reference</b>		<b>Relationship</b>		<b>Reference telephone number</b>	

I, the UNDERSIGNED APPLICANT, affirm that the information contained in this application is true and correct, and I authorize Guardian Property Management, to verify all information contained in this application. Misstatements, either false or incorrect are reasons for denial of application. I authorize Guardian Property Management to run a credit and criminal background report on myself and/or my company. I understand that I will notify GPM with Change of Information if necessary.

APPLICANT SIGNATURE

DATE:



## VENDOR INFORMATION FORM

Name of Owner		Business #	
Company Name		Fax #	
Address		Mobile #	
		Other #	
		Office Contact	
Emergency Contact Name		Emergency Contact #	
Vehicle Type		Vehicle License	State: #:
		Driver's License	State: #:
Type of Business			
Checks Made Payable to			

### Insurance & licensing

Tax ID	
Social security #	
Bond, if non-licensed (provide copy of current bond)	
Amount of bond	\$
Business Insurance (provide proof of current insurance)	
Amount of liability	\$
Business insurance agent name	
Business insurance agent telephone number	
Workman's comp Insurance (provide proof of insurance)	
Workman's comp agent name	
Workman's comp telephone number	
Contractor's license # (provide copy of license)	

I, the undersigned, verify that the above information is correct. I understand that I will notify GPM with the Change of Information Form if necessary.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### **DISCLOSURE REGARDING BACKGROUND INVESTIGATION**

[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT]

Guardian Property Management ("the Company") may obtain information about you from a consumer reporting agency for vendor screening purposes. Thus, you may be the subject of a consumer report and/or a investigative consumer report which may include personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your criminal history, social security trace, employment and education references, credit history, professional licenses and credentials. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to vendors is an investigation into your education and/or employment history conducted by ("Agency"). ScreeningOne, Inc. 2233 W 190th Street, Torrance, CA 90504, Phone: (888) 327.6511, Fax: (888.) 216.1003, or another outside organization. This Disclosure and Authorization allows the Company to obtain from any outside organization all manner of consumer reports now, and if approved as a vendor, throughout the course of the business relationship to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

### **ACKNOWLEDGMENT AND AUTHORIZATION**

[IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AND  
ACKNOWLEDGMENT]

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of consumer reports and/or investigative consumer reports at any time after receipt of this authorization, and if I am approved for business relationship, throughout our business relationship. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by ScreeningOne, Inc. 2233 W 190th St, Torrance, CA 90504. Phone (888)327.6511, Fax (888)216.1003, <http://www.screeningone.com>, another outside organization acting on behalf of the Company and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

I understand that by typing/writing my name and the last 4 digits of my Social Security number, and date signed below, constitutes my electronic/handwritten signature, and that by doing so:

- I am authorizing ScreeningOne, Inc to conduct the background check(s) described above
- I am consenting to use my electronic/handwritten means to sign this form and have read and understand the above disclosure
- I certify I read and understand the Summary of Your Rights Under the Fair Credit Reporting Act
- I acknowledge I may request a hard copy of this Disclosure and Authorization form after agreeing to the background check electronically/handwritten by calling ScreeningOne, Inc and Phone (888)327.6511, Fax (888)216.1003

Name: \_\_\_\_\_ SSN: XXX-XX- \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		

or

Employer identification number										

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.