



Dear Contractor, Supplier or Vendor;

All new Contractors, Suppliers or Vendors are required to complete and return the requested information and provide the requested documentation before the approval process can commence or any payments for services can be made.

Included in this packet you will find the following forms:

1. Contractor Information Form
2. W-9 Request for Taxpayer Identification Number and Certification
3. Vendor Agreement Disclaimer of Liability Form
4. For sole proprietor or independent contractors only: Sole Proprietor, Independent Contractor Worker's Compensation Indemnity Agreement.

When you return your completed packet please make sure to include a copy of the Liability Insurance Certificate from your Insurance Agent naming TMMC Property Management as an Additional insured with a minimum of \$1,000,000.00 in liability. When you have all of the above required information, return all originals and copies of the insurance forms to:

Cyndi Porter
TMMC Property Management
P.O. Box 1540
Castle Rock, CO 80104

Thank you for your interest in TMMC Property Management. If you have any questions or need assistance please feel free to contact me at 303.985.9623 ext. 16, Monday through Friday during our regular business hours.

Sincerely,

TMMC Property Management

A handwritten signature in cursive script that reads 'Cyndi Porter'.

Cyndi Porter
Compliance Coordinator



INFORMATION FORM
(Form with incomplete or incorrect information
will be rejected for consideration)

1. Trade Business Name: _____

2. Business Address: _____ State ____ Zip Code _____

3. Applicants Name: _____

4. Email Address: _____ Web Address: _____

5. Type of Firm (circle only ONE) This information must match your completed W-9 Form:

Individual/Sole Proprietor Corporation/Sub Chapter "S" Corp Partnership LLC

6. Fed ID # or S.S.N.: _____ 6. Date Business Formed: ____/____/____

7. Phone number: (____) ____-____ Fax: (____) ____-____

Cell number: (____) ____-____ Emergency: (____) ____-____

8. Type of work you perform: _____

9. Please list three references that you have performed services for in the last twelve months (you may attach a separate list):

Table with 2 columns: Name, Phone Number. Three rows of blank lines for input.

10. How many employees do you have? _____

11. Will subcontractors be used to perform your services? Yes No

All information provided above is true and correct to the best of my knowledge.

Signature _____

Title _____ Date ____/____/____

**SOLE PROPRIETOR, INDEPENDENT CONTRACTOR
WORKERS' COMPENSATION INDEMNITY AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is dated _____ day of _____, 20____, and is by and between _____ (hereinafter referred to as the "Association") and _____ (hereinafter referred to as the "Contractor") whose principal office is located at:

(collectively referred to as the "Parties").

1. RECITALS.

- 1.1. Contractor is an independent contractor performing work when requested by Association.
- 1.2. Contractor is a sole proprietor who has elected under C.R.S. Section 8-41-401(3) not to obtain workers' compensation insurance.
- 1.3. Association requires all Contractors performing work on properties owned or managed by Association to have workers' compensation insurance and Contractor has requested a waiver of this requirement.
- 1.4. Contractor is in the independent business/profession of _____ and will perform the work when requested by the Association.
- 1.5. In consideration of the premises contained herein, the Parties agree as follows:

2. The Parties acknowledge and confirm it is their explicit intention to form an independent contractor relationship and not that of an employer-employee.
3. The Association understands and the Contractor hereby affirms that it is regularly engaged in the independent business/profession of _____ and that Contractor provides these services to other parties and is otherwise an independent contractor for all purposes relative to this Agreement.
 - 3.1. The Association has no right to control the Contractor generally or as to the details of performance hereunder. The Contractor is responsible in all respects for any persons utilized by the Contractor. Nevertheless, the Contractor shall keep the Association reasonably informed of the status of the work in progress and shall coordinate with a designated representative of the Association to assure that the project and/or services properly integrate rather than interfere with the Association's operations. This coordination is intended to provide reasonable communication and should not be implied to constitute exercise of control over the Contractor by the Association.
 - 3.2. The Association does not require the Contractor to work exclusively for the Association. However, the Contractor may choose to work exclusively for the Association from _____ to _____.
 - 3.3. The Association does not pay the Contractor a salary or hourly rate but a contract rate.

- 3.4. This Agreement shall not be construed to establish a quality standard for the Contractor. The Parties agree that the Association may provide plans and specifications regarding the work to be performed by the Contractor but will not oversee the actual work or instruct the Contractor as to how the work will be performed.
 - 3.5. The Association will not terminate the work of the Contractor during the period of the contract period unless the Contractor violates the terms of the Contract or fails to produce a result that meets the specifications of the contract.
 - 3.6. The Association will not provide more than minimal training for the Contractor.
 - 3.7. The Association will not provide tools or benefits to the Contractor.
 - 3.8. The Association will not pay the contractor personally, but instead will make payments to the trade or business name of the Contractor. The Parties agree that payment shall be made only after satisfactory performance and/or submission by the Contractor of a satisfactory invoice, report, or other documentation requested by the Association.
 - 3.9. The Association will not dictate the time of performance, except that the Parties agree to the following completion schedule and range of work hours:
 - 3.10. The Association does not combine its business operations in any way with the business operations of the Contractor.
 - 3.11. The Contractor is responsible for all Contractor's overhead costs, including the utilization of additional help or workers.
 - 3.12. The Contractor represents and warrants to the Association that it has no employees itself and, that if in the future it ever has employees, the Contractor will immediately obtain workers' compensation insurance and supply the Association with proof of workers' compensation coverage.
 - 3.13. The Contractor agrees to indemnify and hold the Association harmless from all claims, demands, and suits for injuries suffered by the Contractor and/or Contractor's officers, agents, employees, sub-contractors, or by any employee of a sub-contractor of the Contractor while working for the Association or on a property owned or managed by the Association.
 - 3.14. If, notwithstanding the foregoing, the Association is charged additional worker's compensation premiums by its insurer based upon the compensation paid the contractor, the Contractor agrees to immediately pay the Association the amount of such additional premiums.
 - 3.15. A party shall not assign its rights and/or obligations under this Agreement without the prior written consent of the other party.
4. This Agreement and all documents executed and delivered hereunder shall be governed under the laws of the State of Colorado.

DISCLOSURE

CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS UNLESS SUCH COMPENSATION COVERAGE IS PROVIDED BY THE CONTRACTOR OR SOME ENTITY OTHER THAN THE ASSOCIATION, AND THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

ASSOCIATION

By: _____

Contractor Signature

Contractor Name (Please Print)

Management and Marketing

VENDOR AGREEMENT
Disclaimer of Liability

In consideration of the acceptance of your bid and/or proposal for furnishing supplies, goods, and/or services to properties managed by, TMMC Property Management, hereinafter referred to as TMMC Property Management, you agree as set forth herein. This is not an exclusive right to furnish supplies, goods and/or service to our properties. As part of the business arrangement between TMMC Property Management and your firm, you understand and agree that TMMC Property Management manages these various communities as an agent of the owner. The names of any and all owners are available to you upon request at the office of TMMC Property Management in the event of nonpayment by a community or property. In such agent capacity, you acknowledge that TMMC Property Management, its officers, agents and employees have no responsibility whatsoever for payment of the supplies, goods, and/or services which you provide. The responsibility for payment rests with the owner of each of the various apartment communities or commercial properties. By signing your name below, you also agree to bill each apartment community separately. TMMC Property Management, Inc., represents that it has the authority to bind the Association responsible for payment of services provided and TMMC Property Management, Inc., has no reason to believe that the person on whose behalf services are requested is unable to pay for the services.

That all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA"). That the undersigned will also indemnify, defend and harmless (including the payment of attorneys fees and cost) TMMC Property Management, its affiliates, the property involved, the owner(s) of the property, and their respective employees, officers, and agents, should any action be initiated by any governmental or other regulatory agent or any for any alleged violation of such laws and regulations.

That the undersigned shall at its sole expense secure and maintain in force at all times a policy in compliance with the provisions of the Workers Compensation Laws of the State in which the property is located providing compensation coverage for all employees of the undersigned who at anytime act for the undersigned. The undersigned shall furnished TMMC Property Management with a certificate of such insurance policy. Nothing contained herein shall alter the relationship of the undersigned to TMMC Property Management, nor have the effect of creating an employer-employee relationship between TMMC Property Management and any such employee. The undersigned also shall be responsible for the employment control or conduct of its employees and the compensable injury of such employees in the course of their employment or otherwise.

Vendors and Contractors also agree to provide Material Safety Data Sheets to all sites upon delivery of any materials. Contractors also agree that all OSHA Regulations will be adhered to with regard to MSDS literature and make sure that all employees are schooled in the proper safety procedures when applying and/or using any chemicals on any property.

The undersigned shall also maintain liability insurance with coverage of at least \$500,000/\$1,000,000 covering all labor, materials or services furnished hereunder. The undersigned shall furnish TMMC Property Management with a current copy of the policy, or a certificate of coverage.

Furthermore, and in view of the foregoing, you agree to look to the credit worthiness of each individual community. More specifically, this means that if one or more communities become delinquent in their payments to you, you agree not to stop selling supplies, goods, and/or services to the other communities managed by TMMC Property Management which are current in their payments to you. For any property that does become forty-five (45) days or more past due, you may terminate the furnishing of supplies, goods and/or services to that property. This will in no way, however, cause you to terminate furnishing supplies, goods, and/or services to those other communities managed by TMMC Property Management which are not more than forty-five (45) days past due.

If not withstanding the provisions of this Vendor Agreement. If either party sues to enforce the provisions of this document, the prevailing party will be entitled to reasonable attorney's fees associated with the litigation.

If the Foregoing meets with your agreement and approval, please kindly so indicate by completing the following and signing in the space provided below.

Read and Agreed: Dated this _____ day of _____, 20_____.

Federal Tax I.D.# _____ or Social Security # _____

Corporation _____ Partnership _____ Sole Proprietorship _____ Limited Liability Company _____

Vendor Name _____

Vendor Address _____

Mailing Address (if different) _____

Vendor Telephone _____ Fax # _____

Vendor Representative _____ Title _____

Authorized Signature _____ Title _____

Signature

TMMC Property Management Representative _____ Title _____

**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: Individual/Sole proprietor Corporation Partnership Other ▶ _____ Exempt from backup withholding

Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____

City, state, and ZIP code _____

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.

Note: If the account is in more than one name, see the chart on page 4 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. 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 ▶ _____

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- 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;

