



Dear Contractor or Vendor,

All contractors and vendors are required to complete and return the following requested documentation before the approval process can commence or any payments for services can be made. A check of our records indicates that we are missing part or all of the necessary documentation for your company. Please forward completed packet to us by way of mail, fax or email as soon as possible. Approval and/or payment may be withheld until all documentation is completed and current in our system.

1. Contractor Information Form
2. Vendor Agreement Disclaimer of Liability Form
3. W-9 Request for Taxpayer ID and Certification
4. Sole Proprietor or Independent Contractor Worker's Compensation Indemnity Agreement (for sole proprietors or independent contractors only).
5. Copy of Insurance Certificate from your insurance agent naming TMMC Property Management and all associations for which the vendor will be working as additional insureds with a minimum of \$1,000,000.00 liability.

Thank you for your cooperation. If you have any questions regarding this request, please feel free to call our office.

Sincerely,

Accounts Payable Department
TMMC Property Management
accounting@tmmc-management.com



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 ____/____/____

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, 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 and your firm, you understand and agree that TMMC 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 in the event of nonpayment by a community or property. In such agent capacity, you acknowledge that TMMC, 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 represents that it has the authority to bind the association responsible for payment of services provided and TMMC 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, 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 furnish TMMC with a certificate of such insurance policy. Nothing contained herein shall alter the relationship of the undersigned to TMMC, nor have the effect of creating an employer-employee relationship between TMMC 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.

That 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.

That, to the fullest extent permitted by law, the undersigned shall indemnify and hold harmless TMMC and all of its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such , damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions of the undersigned, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

That the undersigned shall, at its sole cost, maintain in effect at all times during the full term of its services under this agreement and as otherwise required hereunder, insurance coverage with limits not less than those set forth below with insurers licensed to do business and acceptable to TMMC and under policy forms satisfactory to TMMC.

<u>TYPE OF COVERAGE</u>	<u>POLICY LIMITS</u>
A) Workers' Compensation (including occupational illness and disease coverage) Employers' Liability. *This policy shall include a Waiver of Subrogation in favor of TMMC if available from present insurance carrier.	Statutory \$500,000
B) Commercial General Liability including Independent Contractors, Products and Completed Operations, Blanket Contractual, Broad Form, Property Damage, Personal Injury and , where an exposure exists, Explosion, Collapse, and Underground (XCU) coverages. This policy shall name TMMC and the association as Additional Insureds.	\$2,000,000 General Aggregate \$1,000,000 Products-Completed Operations \$1,000,000 Personal and ADV Injury \$1,000,000 Each Occurrence
C) Business Automobile Liability including coverage for Limit	\$1,000,000 Each Accident Combined Single

all owned, hired, and non-owned vehicles.

That the undersigned, before commencement of any work under this agreement, shall provide Certificates of Insurance to TMMC showing the coverages described above, including the Waiver of Subrogation on Workers' Compensation coverage and an Additional Insured Endorsement naming TMMC and the association on the General Liability coverage. These certificates shall contain a provision that policies providing these coverages will not be canceled until 30 days prior written notice has been given TMMC.

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 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 which are not more than forty-five (45) days past due.

If, notwithstanding the provisions of this Vendor Agreement, 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 (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	TMMC Property Management P.O. Box 1540 Castle Rock, CO 80104
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 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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 ▶

General Instructions

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

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.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 payee 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 to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules for partnerships* on page 1.

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 income tax return. 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 income tax return 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA 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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

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,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SOLE PROPRIETOR, INDEPENDENT CONTRACTOR WORKERS' COMPENSATION INDEMNITY AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this ____ day of _____, 20____,

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 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. Association understands and 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. Association has no right to control Contractor generally or as to the details of performance hereunder. Contractor is responsible in all respects for any persons utilized by Contractor. Nevertheless, Contractor shall keep the Association reasonably informed of the status of the work in progress and shall coordinate with a designated representative of Association to assure that the project and/or services properly integrate rather than interfere with Association's operations. This coordination is intended to provide reasonable communication and should not be implied to constitute exercise of control over Contractor by Association.

3.2. Association does not require Contractor to work exclusively for Association. However, Contractor may choose to work exclusively for Association from _____ to _____.

3.3. Association does not pay Contractor a salary or hourly rate but a contract rate.

4. This Agreement shall not be construed to establish a quality standard for Contractor. The Parties agree that Association may provide plans and specifications regarding the work to be performed by Contractor but will not oversee the actual work or instruct Contractor as to how the work will be performed.

- 4.1. Association will not terminate the work of Contractor during the period of the contract period unless Contractor violates the terms of the Contract or fails to produce a result that meets the specifications of the contract.
- 4.2. Association will not provide more than minimal training for Contractor.
- 4.3. Association will not provide tools or benefits to Contractor.
- 4.4. Association will not pay the contractor personally, but instead will make payments to the trade or business name of Contractor. The Parties agree that payment shall be made only after satisfactory performance and/or submission by Contractor of a satisfactory invoice, report, or other documentation requested by Association.
- 4.5. Association will not dictate the time of performance, except that the Parties may agree to a completion schedule and range of work hours.
- 4.6. Association does not combine its business operations in any way with the business operations of Contractor.
- 4.7. Contractor is responsible for all Contractor's overhead costs, including the utilization of additional help or workers.
- 4.8. Contractor represents and warrants to Association that it has no employees itself and, that if in the future it ever has employees, Contractor will immediately obtain workers' compensation insurance and supply Association with proof of workers' compensation coverage.
- 4.9. Contractor agrees to indemnify and hold Association harmless from all claims, demands, and suits for injuries suffered by Contractor and/or Contractor's officers, agents, employees, sub-contractors, or by any employee of a sub-contractor of Contractor while working for Association or on a property owned or managed by Association.
- 4.10. If, notwithstanding the foregoing, Association is charged additional worker's compensation premiums by its insurer based upon the compensation paid the contractor, Contractor agrees to immediately pay Association the amount of such additional premiums.
- 4.11. A party shall not assign its rights and/or obligations under this Agreement without the prior written consent of the other party.
- 4.12. 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 CONTRACTOR OR SOME ENTITY OTHER THAN ASSOCIATION, AND CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

By: _____ (Contractor Signature)

_____ Contractor Name (Please Print)

_____ ASSOCIATION