

7936 E Arapahoe Court, #230  
Englewood, CO 8011  
720.961.5150  
720.961.5152  
solutions@5150cm.com



**Information Form**

(All information must be filled out for consideration)

1. Trade/Business Name \_\_\_\_\_
2. Business Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
3. Email Address \_\_\_\_\_ Website \_\_\_\_\_
4. Applicant's Name \_\_\_\_\_
5. Type of Firm (This must match your completed W-9 Form):  
\_\_\_\_ Individual/Sole Proprietor    \_\_\_\_ Corporation/Sub Chapter "S" Corp    \_\_\_\_ Partnership    \_\_\_\_ LLC
6. Fed ID # or SSN \_\_\_\_\_ Date Business Formed \_\_\_\_\_
7. Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_  
Emergency: \_\_\_\_\_ Fax Number: \_\_\_\_\_
8. Type of Work You Perform \_\_\_\_\_
9. How many employees do you have? \_\_\_\_\_
10. Will subcontractors be used to perform your services?    Yes    No
11. Please list at least three (3) references that you have performed services for in the last 12 months (if you need more room you can attach a separate list to the back of this packet):

<u>Name</u>	<u>Phone</u>
_____	_____
_____	_____
_____	_____

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

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

Title: \_\_\_\_\_

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

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## **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 5150 Community Management, hereinafter referred to as 5150, 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 5150 and your company, you understand and agree that 5150 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 5150 in the event of nonpayment by a community or property. In such agent capacity, you acknowledge that 5150, its officers, agents and employees have no responsibility whatsoever for payment of the supplies, goods and/or services which you provide. The responsibility for payments rests with the owner of each of the various single family, condominium, townhome or commercial association. By signing your name below, you also agree to bill each association separately. 5150 represents that it has the authority to bind the association responsible for payment of services provided and 5150 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, the American with Disabilities Act ("ADA"). That the undersigned will also indemnify, defend and hold harmless (including the payment of attorneys fees and cost) 5150, 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, all at its sole expenses, secure and maintain in force at all times a policy in compliance with the provisions of the Workers Compensation Laws if the State in which the property is located providing compensation coverage for all employees of the undersigned who at any time act for the undersigned. The undersigned shall furnish 5150 with a certificate of such insurance policy. Nothing contained herein shall alter the relationship of the undersigned to 5150, nor have the effect of creating an employer-employee relationship between 5150 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 5150 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 5150 and under policy forms satisfactory to 5150.

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TYPE OF COVERAGE

POLICY LIMITS

- |  |  |
|--|--|
| A) Workers compensation (including occupational illness and disease coverage) Employers' Liability.<br>*This policy shall include a Waiver of Subrogation \$500,000 in favor of 5150 if available from recent insurance carrier.   | Statutory  |
| 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 5150 and the Association as Additional Insured's. | \$2,000,000 General Aggregate<br>\$1,000,000 Products-Completed Operations<br>\$1,000,000 Personal and ADV Injury<br>\$1,000,000 Each Occurrence |
| C) Business Automobile Liability including coverage for Limit all owned, hired and non-owned vehicles.   | \$1,000,000 Each Accident Combined Single  |

That the undersigned, before commencement of any work under this agreement, shall provide Certificated of Insurance to 5150 showing that coverages described above, including the Waiver of Subrogation on Workers' Compensation Coverage and an Additional Insured Endorsement naming 5150 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 5150.

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 associations managed by 5150, which are current in their payments to you. For any property that does become 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 5150 which are not more than 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 complete the following and signing in the space provided below.

I read and agreed to this Vendor Agreement on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Fed Tax I.D. # OR SSN: \_\_\_\_\_

Circle **ONE**:      Corporation                  Partnership                  Sole Proprietorship                  LLC

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Vendor Representative: \_\_\_\_\_

Title: \_\_\_\_\_