



## **New Vendor Enrollment Process**



## New Vendor Enrollment Instructions

Thank you for your interest in becoming a vendor for Echelon Property Group, “Echelon”. In order for you to provide services to one or more communities managed by Echelon, you will need to sign our Vendor Agreement and become certified through VendorShield, a third-party provider that administers Echelon’s Vendor Compliance Program. Once you enroll and are approved through VendorShield, your company is an approved vendor for all communities managed by Echelon.

This program will help ensure that all vendors whom we conduct business with are accountable to the reputable business practices and standards we have set forth. These standards and practices essentially minimize unwanted risk and, in turn, ensure that our residents and vendors have an overall better experience with our organization.

In order to complete the enrollment process, your company must provide to VendorShield a W-9, any applicable professional licenses, and any other documents and certifications reasonably requested by VendorShield. If a vendor intends to perform any type of work while physically on the premises of an Echelon managed community, it must comply with and provide VendorShield all necessary documentation regarding our insurance requirements in order to complete the enrollment process.

To become an approved vendor, the following steps must be performed:

1. You will receive an email from VendorCafe/VendorShield with a link provided to activate your VendorCafe account. Once activated you will need to complete all required information fields relating to your business, W9, vendor agreement, insurance information, and the compliance fee of \$99. After all required fields are completed you can ‘review and submit’ your profile to begin your businesses VendorShield checks.
2. The VendorShield team will then begin verifying a series of Universal Checks along with an Insurance verification. You will be contacted by the VendorShield team if additional information is needed or to verify information that we have gathered. There is no need to provide Insurance documentation to the VendorShield team as they will only accept documents sent directly by your Insurance Agent.
3. Once the VendorShield team has completed the compliance process your business will receive a compliant or non-compliant status which you will be notified of through email. You may check the progress of your compliance status using the ‘VendorShield tab’ found in your VendorCafe profile. Here you will have available a real-time status of each Universal Check as well as the Insurance verification process.
4. Echelon will receive all compliance information that the VendorShield team gathers and Echelon will make the final determination of whether to approve you as a Vendor. Upon approval, your company is eligible to commence work at or with any Echelon- managed community.
5. If you have any questions regarding your compliance process, please call (888)251-8210 (Option 2) or email VendorShieldSupport@yardi.com for the VendorShield support team. For any questions involving invoicing or technical issues that are non-compliance related, please call (888)251-8210 (Option 1) or email VendorCafe\_Support@yardi.com for the VendorCafe support team.
6. For your reference, Echelon’s vendor agreement, sample insurance certificate, and a blank W-9 are attached.

For a step-by-step instructional video of the registration process for VendorCafe/VendorShield please click the following link to view a short 7-minute guided video presentation.

<https://www.screencast.com/t/nih7vUuEcTk8>

Please Note:

- Until all requirements are met, Echelon managed communities may not hire you as a supplier
- Approval as an Echelon supplier does not guarantee being hired for work.
- All vendor eligibility criteria are set and all vendor hiring decisions are made by Echelon and not VendorShield.
- This Agreement does not diminish any obligation Vendor has or may have under any other written agreement with Echelon nor does it constitute an obligation by Echelon to actually engage Vendor or purchase its products or services.

**Contact information:**

- Questions regarding insurance requirements or your compliance status refer to VendorShield who can be reached by emailing [VendorShieldSupport@yardi.com](mailto:VendorShieldSupport@yardi.com) or by calling (888)251-8210, Option 2.
- Questions regarding invoicing or your profile that are non-compliance related refer to VENDORCafé support who can be reached by emailing [VendorCafe\\_Support@yardi.com](mailto:VendorCafe_Support@yardi.com) or by calling (888)251-8210, Option 1.

We look forward to working with you in the future!

**Echelon Property Group**



## VENDOR AGREEMENT

*All Vendors, regardless of the type of work provided, must read and agree to the stipulations below before conducting business with Echelon Property Group ("Echelon"), or an Echelon-managed community. Altering this form in any way voids this agreement.*

\_\_\_\_\_, ("Vendor") agrees to provide materials and/or services for Echelon Property Group, LLC ("Echelon"), as agent for its clients under the terms of various management agreement (s). Vendor understands that Echelon has outsourced certain compliance functions to a third-party, currently Yardi VendorShield ("VendorShield"), and that Vendor will pay certain initial and periodic fees to maintain its registration with VendorShield or any successor. Vendor further agrees that, as a condition of this Agreement, it will keep such registration current at all times and that any associated fees or expenses shall be borne by Vendor and not passed through to Echelon. Vendor agrees that the following terms shall apply to all contracts and agreements between Vendor and any properties managed by Echelon.

### 1. ECHELON EMPLOYEE / CONTRACTOR / VENDOR RELATIONSHIP

It is our intent to conduct business with vendors, contractors, and subcontractors on a fair and equitable basis and to award contracts on the basis of best value received and not on a basis of familial or financial relationship. If you have a familial or financial relationship with any Echelon employee, you must contact your Echelon Regional Manager before completing the registration process for approval. Agreeing to this document confirms that you either have no financial or familial relationship or that the relationship has already been approved in writing by Echelon. Please be advised this disclosure will not necessarily disqualify a vendor from entering into a business relationship with our organization, but it will be evaluated in the selection process.

Echelon prohibits Vendor from providing Echelon employees financial incentives or commissions of any kind in exchange for promoting or accepting Vendor's business.

### 2. RESPONSIBILITY OF PAYMENT

Vendor understands and agrees that the legal Owner of the community is solely responsible for the payment of any materials or services performed or delivered to a community. Echelon and its agents / employees represent the Owner herein as purchasing agents only. Echelon does not vouch for, offer or guarantee payment for goods and/or services contracted on behalf of the Owner. This notice includes and extends to both written as well as verbal contracts and/or orders given by Echelon on behalf of Owner. No representation of the creditworthiness of Owner is expressed or implied by Echelon. Owner is solely responsible for payment of any contract sum and all other costs, which may result from any transaction(s) with Vendor.

Vendor hereby agrees that in the event any collection action or legal proceeding that is initiated by Vendor, or its representatives, against Echelon in connection with any property, Vendor shall indemnify and hold harmless Echelon for any and all damages or costs (including, but not limited to, attorneys' fees and costs) incurred by Echelon in connection with Echelon being named or pursued in any such action or proceeding.

### 3. INSURANCE REQUIREMENTS

All Vendors performing any type of work while physically on the premises of any community must comply with the insurance requirements below. Vendors who do not conduct business while physically on the community(s) premises are exempt from this section.

#### (A) WORKERS' COMPENSATION

Vendor must provide Workers' Compensation Insurance including Employer's Liability coverage. Employer's Liability (Part B) of workers' compensation coverage must have limits of not less than the following:

E.L. Each Accident	\$500,000
E.L. Disease – Each Employee	\$500,000
E.L. Disease – Policy Limit	\$500,000

If vendor is a sole proprietor or a company that does not or will not have any employees, including family members, part-time, seasonal or day laborers, this coverage is not required. In this instance Vendor shall contact VendorShield to obtain a Workers' Compensation Exemption Form which must be completed and returned to VendorShield. If at any time Vendor hires an employee, proof of a current workers' compensation policy shall be required.

A waiver of subrogation shall apply in favor of Echelon Property Group, LLC and the Ownership Entity(s) of their owned or managed properties where permitted by law.

#### (B) AUTOMOBILE LIABILITY LIMITS

Minimum Limits

\$500,000 per occurrence combined single limit for bodily injury and property damage liability.

This policy shall be on a standard form and written to cover all owned, hired & non-owned automobiles.

Combined Single Limit (Each Accident)	Bodily Injury (per person)	Bodily Injury (per accident)	Property Damage (Per accident)
\$ 1,000,000	\$ 250,000	\$ 500,000	\$ 250,000

#### (C) COMMERICAL GENERAL LIABILITY LIMITS

##### Code A - Moderate: Required Limits

\$1,000,000 Each Occurrence  
 \$2,000,000 General Aggregate  
 \$1,000,000 Personal & Advertising Injury  
 \$1,000,000 Products & Completed Operations Aggregate

##### Code B - High: Required Limits

\$2,000,000 Each Occurrence  
 \$4,000,000 General Aggregate  
 \$1,000,000 Personal & Advertising Injury  
 \$1,000,000 Products & Completed Operations Aggregate

*\*A \$5 million umbrella over the \$1M/2M base policy will suffice if the above 'High' limits are not met\**



Coverage provided shall include the following:

1. Premises/Operations,
2. Aggregate Limits of Insurance per Project,
3. Blanket Contractual Liability, specifically in support of, but not limited to, the indemnity provisions of the Contract Documents,
4. Personal Injury Liability,
5. Broad Form Property Damage including Completed Operations,
6. Coverage shall be on an occurrence basis, and
7. Coverage shall be made with a carrier whose rating is VIII or above.

Certificates of insurance and/or endorsements must be submitted with the following language to be accepted. Please provide exact language:

***“Echelon Property Group, LLC and the ownership entity(s) of their owned or managed properties are included as an additional insured on the general liability policy(s) as their interests may appear solely in regard to work/service provided by the named insured.”***

The Vendor’s policy shall be primary and non-contributory. Any excess/umbrella policies are to be on a follows form basis. A waiver of subrogation shall apply in favor of the aforementioned parties where permitted by law.

#### **4. INDEMNITY**

Vendor agrees to waive all rights of subrogation, to indemnify, defend, and save Echelon, Owner and Owner’s Agent harmless from and against any and all claims, losses, costs and liabilities arising out of damage to property, or injury to, or death of persons occasioned by or in connection with Vendor or Vendor’s agents work. Vendor agrees to indemnify Echelon, Owner and/or Owner’s Agent against same arising from its performance of work under the contract, including liability for injuries to its employees and / or independent contractor hired by Vendor, dangerous conditions created while the work is being performed, dangerous conditions resulting from improper completion of the contract, and any negligent act or omission performed by Vendor.

#### **5. SAFETY**

Vendor warrants that is has the expertise to determine what safety procedures are required to protect workers, residents and/or others during the performance of the contract, and that it will comply with, and ensure that its employees comply with, all safety requirements that are required by law, are standard in the industry or would be employed by a prudent person in performing the work at hand. Vendor has a duty to continually inspect the worksite to ensure safe working conditions.

#### **6. VENDOR’S PROPERTY AND MATERIALS**

Vendor agrees to be solely responsible for insuring all personal property, including personal property of its employees, and all materials and equipment brought onto the property(s). Vendor shall indemnify, defend and save Echelon, owner, and owner’s agent harmless from and against any loss or damage to such property. A waiver of subrogation shall apply in favor of the aforementioned parties where permitted by law.

**7. EMPLOYEE SCREENING**

**Immigration Compliance**

The Vendor shall comply with the Immigration Reform and Control Act of 1986 (“IRCA”) in all respects for each employee who performs work pursuant to or in the furtherance of this Agreement. The Vendor warrants that an authorized representative of the Vendor has (1) verified that the employee is legally authorized to work in the United States for the duration of the Agreement; (2) required the employee to complete and execute Section 1 of the DHS Form I-9; (3) completed and executed Section 2 of the DHS Form I-9, and (4) processed through Department of Homeland Security-Employment Eligibility Verification “E.E.V.” The Vendor further agrees to indemnify, defend and save Owner and/or Owner’s Agents from and against any and all claims, losses, costs, and liabilities arising out of the Vendor’s failure to comply with this provision.

**Criminal Background Screening**

Vendor warrants that each employee has been screened for a criminal background and Vendor will not allow any employees to work at any Echelon location if they have a conviction history of burglary, robbery or theft, and/or any violent crime against persons, or one that may pose a serious potential risk of injury to our residents, regardless if the work is performed inside or outside an apartment or home. Vendor acknowledges that an authorized representative of its company has verified that each employee who performs work pursuant to this Agreement is legally authorized to work in the United States for the duration of this Agreement, and that a DHS Form I-9 for each employee has been fully completed and executed. Vendor acknowledges that all employees will be screened to ensure it currently does not or will not employ individuals listed in the following searches: OFAC search, Federal Terrorist List search, FBI most-wanted list search, money laundering crime search and a social security number trace.

**8. ATTORNEYS’ FEES & COSTS**

Should any party commence an action to enforce or to interpret the terms and conditions of this Agreement, the prevailing party in such action shall be entitled to recover the costs and expenses of such litigation, including reasonable attorneys’ fees, whether such costs and attorneys’ fees are incurred in a trial court, appellate court, or in an arbitration proceeding

By signing below, Vendor acknowledges compliance with all requirements stated in this document. Changes or modifications to this agreement by Vendor shall not be binding unless acknowledged in writing by a Principal of Echelon Property Group, LLC.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name/Title of Authorized Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number





# 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.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Individual/sole proprietor or single-member LLC</td> <td style="text-align: center;">C Corporation</td> <td style="text-align: center;">S Corporation</td> <td style="text-align: center;">Partnership</td> <td style="text-align: center;">Trust/estate</td> </tr> </table> <p>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any)</p> <p>Exemption from FATCA reporting code (if any)</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership	Trust/estate								
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>										

## 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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
				-					

## 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); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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.*