



Thank you for your interest in becoming a vendor for our community. To proceed with services, you will need to be certified through Conservice, our third-party provider responsible for administering our Vendor Compliance Program. This service is free to vendors.

Conservice is responsible for managing all W-9 forms, Certificates of Insurance and Vendor Waivers. To become a certified vendor with **Aperto Property Management**, copies of these documents will need to be submitted to Conservice for approval.

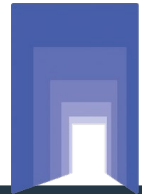
Because **Aperto** works closely with so many Vendors, it is important that the Certificate of Insurance is compliant to **Aperto's** requirements. We are including a sample certificate of insurance to use as reference to ensure the specific verbiage in the "Description of Operations" box and the "Certificate Holder" box follows the required verbiage. Please pay special attention to the minimum insurance limitations required on the sample certificate. All questions regarding insurance should be sent to your insurance broker and not to the property staff.

Thank you in advance for your cooperation. Please submit your completed documents to one of the following:

Email: apertocontrol@conservice.com

Fax: (435) 713-2142

If you have any questions, please feel free to contact us at the number or email below. We look forward to working with you.



VENDOR SETUP/UPDATE FORM

- ☐ New Vendor
☐ Vendor Update

Community Services will be Performed at: _____

Vendor/Company Name: _____

Type of Services Provided: _____

Name of All Principal(s): _____

Vendor Contact Person & Title: _____

Vendor Address: _____

City, State, & Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

Services Performed Exceed \$25,000/yr? Yes ☐ No ☐

Tax I.D. #: _____

Contractor's License # (if applicable): _____

PLEASE INCLUDE THE FOLLOWING COMPLETED DOCUMENTS WHEN SUBMITTING FORM

- W-9 Form (if not previously received)
- Diversity Information Form - Business Enterprise Identification (MBE/WBE/DDBE/VBE)
- Background Check Certification Agreement (BC)
- Certificate of Insurance (COI) – Commercial General, Auto, & Workers Compensation Liability
- Vendor Service Agreement (VSA)

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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.

Sign Here	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.

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.



MINORITY/WOMEN/DISADVANTAGED OR VETERAN BUSINESS ENTERPRISE FORM

This Diversity Information Form **must be completed** in full by Minority, Women, Veteran, Disabled/Disadvantaged owned Business Enterprises. We do not Certify MBE, WBE, DBE, 8(a), or SBE nor accept Self Certification.

Check the appropriate box:

- ☐ **MINORITY BUSINESS ENTERPRISE**
- ☐ **WOMEN BUSINESS ENTERPRISE**
- ☐ **DISABLED/DISADVANTAGED BUSINESS ENTERPRISE**
- ☐ **VETERAN OWNED BUSINESS ENTERPRISE**
- ☐ **I certify that I am not** a Minority, Women, Disabled/Disadvantaged or Veteran Owned Business

Owner's Signature _____

_____ Date

PLEASE ATTACH A CURRENT COPY OF YOUR COMPANY'S CERTIFICATION

Information Must Be Printed or Typed

Certification Number

Legal Name:

Company Name:

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Street Address:

City:

State:

Zip:

--	--	--	--

Mailing Address:

City:

State:

Zip:

--	--	--	--

Telephone Number:

Fax Number:

--	--

Email Address:

--

Principal Officer / Contact - Name:

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Please list the States you are able to Provide Service(s) and / or Products.

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*Ownership Category – American Citizen (Indicate Percent)

MBE/WBE Self-Identify	African American	Asian/Pacific Islander	Hispanic American	Native American	White	Other
Female	%	%	%	%	%	%
Male	%	%	%	%	%	%

Start Date of Business: _____

VENDOR SERVICE AGREEMENT

_____, (“Vendor”) has agreed with Aperto Property Management (“Company”), in its capacity as agent for its’ clients under management contract to provide goods and/or services to such clients (referred to collectively as the “Parties”).

As a Vendor for Company and/or its clients, agents or employees; I _____, as Agent for Vendor, agree to the following terms:

- A. Company is not the property owner. Rather, Company acts solely as an agent for the owners of each property it manages (“Property Owner”) and engages all vendors on behalf of the Property Owner(s) and not Company. The ultimate responsibility for all debts incurred by a property rest with the Property Owner(s) which may vary with each community managed by Company. Vendor’s signature at the bottom of this agreement will evidence its understanding and agreement that: (i) Company is acting in its capacity as an agent for the Property Owner(s) and that Company shall have no liability for payment of any amounts due and payable under any contract signed on behalf of the Property Owner(s); (ii) that Vendor understands that each community managed by Company shall stand on its own credit qualifications based on its distinct ownership and not that of Company; and (iii) in the event that Vendor is not paid for services or materials, Vendor will look solely to the relevant Property Owner in connection with the collection of any such debt.
- B. If Vendor is providing any type of good and/or service to an apartment community managed by Company Vendor must provide a copy of its current W-9 as well as any applicable professional licenses to Conservice before performing any work. In the event that Company authorizes work to begin early, no payment will be required until such documentation is provided. If Vendor is providing any type of good and/or service that requires a representative to go to the apartment community, Vendor must also have a current certificate of insurance and additional insured policy endorsement on file with Conservice for general liability, auto liability, and workers compensation. If applicable, a professional, garage keeper, on-hook, or excess policy may also be required. Coverage shall be primary and non-contributory. The format for certificates of insurance shall follow the example attached to this agreement. The certificate of insurance and policy endorsement must remain current and any lapse in coverage will result in the termination of future purchases of goods and services. A waiver of subrogation shall apply in favor of the additional insureds on all policies as permitted by law.
- C. Vendor agrees to exercise due diligence in not assigning any employee, laborer, or subcontractor to work within property boundaries or inside dwelling units who they know or should have known have a history of criminal convictions, deferred adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history includes, but is not limited to, such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping. Vendor also agrees to comply with Immigration and Customs Enforcement (ICE) regulations.
- D. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability or familial status in the services provided, nor shall the Vendor or its agents and assigns, establish or permit any such practice or practices of discrimination or segregation with reference to the work provided.

- E. Employees, agents or sub-contractors of Vendor agree to conduct themselves in a professional and ethical manner in all dealings with Company, its agents and employees and/or with residents of the communities where Vendor is providing services.
- F. Request for Payment. Obligation to make any payment to Vendor shall not occur until Vendor has submitted a written request for payment to the applicable property where service and/or products were provided. The invoice must refer to the applicable P.O. # in order to be eligible for payment. Invoices submitted without the P.O. # referenced will not be processed for payment. COMPANY WILL NOT BE OBLIGATED TO MAKE ANY PAYMENTS ON ANY INVOICES NOT SUBMITTED WITHIN 30 DAYS OF COMPLETION OF THE APPLICABLE SERVICE OR PROVISION OF THE APPLICABLE PRODUCT BY VENDOR. VENDOR HEREBY INTENTIONALLY AND KNOWINGLY WAIVES ITS RIGHT TO RECEIVE PAYMENT ON ANY INVOICE NOT SUBMITTED WITHIN THE REQUIRED 30 DAY PERIOD.
- G. Obligations to Subcontractors. Vendor shall be solely responsible for paying its subcontractors, obtaining any applicable lien waivers and releases from its subcontractors, and all acts and omissions of Vendor's employees, agents and subcontractors and their respective agents and employees. Vendor shall require and ensure that each subcontractor complies with all applicable requirements set forth in this agreement.
- H. Vendor hereby agrees to defend and indemnify Company and each Property Owner, and each of their respective partners, members, shareholders, owners, subsidiaries, agents, employees, successors and assigns (collectively, the "Indemnified Parties") harmless against and from any and all claims, liabilities, losses, settlements, judgements, costs, expenses and damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) by any person for work performed or materials or equipment supplied in connection with the services which are subject matter of this Agreement, including, but not limited to, any claim for Mechanic's Lien.
- I. Vendor hereby agrees to defend and indemnify the Indemnified Parties from any and all claims, liabilities, losses, settlements, judgements, costs, expenses, damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses), or injuries, howsoever caused, to any persons or property, arising or claimed to arise directly or indirectly from their the Vendor's performance of services or failure to perform services under this Agreement. The indemnity in this agreement shall cover the Indemnified Parties even if a claim under this clause results from the Indemnified Parties negligence.
- J. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements with respect to the subject matter herein, whether written or oral, not expressly incorporated herein, are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. The Parties agree that this Agreement was fully negotiated by all Parties and that no Party shall be deemed to be the drafting Party.

- K. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or excuse of breach is, in writing, signed on behalf of the party against whom the waiver is asserted. No such waiver or excuse of breach of any provision of this Agreement by either party shall be deemed to be an ongoing waiver or excuse of subsequent breaches of any provision of this Agreement by the other party. No delay or omission in the exercise of any remedy shall impair or affect a party's right to exercise the same.
- L. This Agreement may be terminated by either party upon thirty (30) days written notice to the other (the "Termination Notice"). Upon exercise, Contractor shall not be entitled to any sums or compensation in excess of those accrued as of the date specified in said Termination Notice (the "Termination Date"). If such Termination Notice results in a Termination Date prior to the end of a compensation period, then Contractor shall only be entitled to its pro rata share of the compensation. In no event shall Contractor be entitled to receive compensation for expenses incurred by Contractor in excess of the compensation accruing in said thirty (30) day notice period. Accordingly, Contractor shall have no claim for incidental or consequential damages. Contractor may only exercise its right to terminate this agreement on the completion of a compensation period. Upon the Termination Notice, this Agreement shall remain in full force and effect through and including the Termination Date; thereafter, all obligations of the parties shall cease under this Agreement.
- M. This agreement is governed by and in accordance with the laws of the state in which the property being served is located.
- N. Vendor acknowledges that it is acting solely as an independent contractor of each applicable Property Owner and not as an employee of any Property Owner or Company. Vendor shall have no power or authority to legally bind any Property Owner or Company except to the extent expressly set forth in a writing signed by such Property Owner or Company.

Violation of any terms of this agreement will result in the termination of approval to perform work for Company, its clients, agents or employees.

Effective as of ____ day of _____, 20____.

Signature of Agent

Print Name/Title

Address

City, State Zip

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED		
		INSURERS AFFORDING COVERAGE
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT, THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
							\$
		☐ DEDUCTIBLE					\$
		☐ RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Attach a copy of the General Liability Additional Insured Endorsement(s) reflecting the following: APERTO MANAGEMENT INC AND THE OWNERSHIP ENTITY(S) OF THEIR OWNED OR MANAGED PROPERTIES have been included as additional insured on the general liability policy solely in regard to work performed by the named insured.

CERTIFICATE HOLDER	CANCELLATION
Aperto Management Inc C/O Conservice CONTROL PO Box 4704 Logan, UT 84323 control@conservice.com Fx# 435-713-2142	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE



Background Check Certification Agreement

THIS BACKGROUND CHECK CERTIFICATION AGREEMENT (the “**Agreement**”) is made as of this date: _____, 20____, by and between Aperto Property Management (the “Company”) and _____ (the “Vendor”).

WHEREAS, Company manages an apartment community that provides housing to families and is committed to providing a safe and enjoyable living environment at that community; and

WHEREAS, Vendor provides services that Company finds beneficial to providing its obligation to its residents; and

WHEREAS, Vendor is in possession of information regarding their employees that is changeable and not available to Company regarding Vendor’s employees and subcontractors; and

WHEREAS, Vendor is able to perform background checks when doing employee/subcontractor screening and can access that data before sending employees to Company’s community to perform work.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- A. Vendor hereby certifies to Company that it performs background checks on its employees and will refrain from sending individuals to Company’s community that have failed those checks for a felony, violent crimes, theft, sexual assault, drug distribution, etc.
- B. If by court order and/or need arises via a formal discovery process, Vendor’s records of background checks of its employees and subcontractors shall be made available by Vendor as required.
- C. Further, Company and Vendor agree that Vendor will indemnify and hold Company harmless of any action taken by any of its employees sent to perform work under contract that results in civil or criminal liability.

Company intends to only use Vendors that comply with this requirement of performing background check. Current Vendors who do not meet these requirements may be replaced by other vendors, at Company’s discretion.

Dated this _____ day of _____, 20____.

Vendor

Company

Printed Name (Vendor)

Printed Name (Company)