

New Vendor Application Approval Procedure

All new sub-contractors are required to meet certain requirements before being permitted to perform any service on Nexus properties.

New sub-contractors are required to have the following:

- 1) W-9 request for taxpayer Identification Number and Certificate.
- 2) Liability insurance
\$1,000,000.00 minimum each occurrence
\$1,000,000.00 minimum personal and advertising injury
\$2,000,000.00 minimum general aggregate
\$2,000,000.00 minimum products/completed operation aggregate
- 3) Business Automotive Liability (including coverage for owned, hired and non-owned vehicles)
\$1,000,000.00 minimum each accident
- 4) Workman's Compensation
- 5) Comparable prices

The following process is to be used when determining new sub-contractors.

- 1) Get a bid or proposal in writing of what prices will be charged for their particular service. Important item here is that when requesting bids or proposals, you are clear as to what is expected of the sub-contractor.
- 2) Verify with your District Service Manager or District Manager that the prices are within the property operating budget.
- 3) Once approval is given by the District Service Manager or District Manager, a new vendor packet can be given to the sub-contractor to be completed and returned to Nexus corporate office. Under no circumstance should a sub-contractor be allowed to perform any service on a property prior to being set up in Nexus' accounting system.

The following are examples of the NEW VENDOR paperwork that is **required**.

- 1 New vendor application
- 2 W-9
- 3 Liability Insurance Certificate
- 4 Business Automotive Liability
- 5 Workman's Compensation Certificate **(or)**
Waiver of Workman's Compensation

(Management's signature)

(date)

(President's signature)

(date)

Nexus Construction & Property
Management
495 Erlanger Road Suite 202
Erlanger KY 41018

Date: _____

Phone: (859) 727-4717
Fax: (859) 727-4131

NEW VENDOR APPLICATION

Company Name: _____

Trade / Product: _____

Owner: _____

Officer(s): _____

Years in Business: _____

of Employees: _____

SS or Fed. I.D. # _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: () _____

Fax: () _____

Pager: () _____

Mobile: () _____

Other: () _____

Area(s) of town in which you wish to serve: _____

Square foot pricing: \$ _____

INSURANCE INFORMATION

Our requirements are attached for your reference.

1. Do you carry General Liability Insurance? _____

Yes

No

Amount: \$ _____

Agent(s) Name: _____

Agent(s) Phone: () _____

2. Do you carry Worker's Compensation Insurance on all labor working on the job site? _____

Yes

No

REFERENCES

Builder / Company: _____

Contact: _____

Phone: () _____

Builder / Company: _____

Contact: _____

Phone: () _____

Builder / Company: _____

Contact: _____

Phone: () _____

Referred by: _____

Phone: () _____

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"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	Nexus PM, LLC 495 Erlanger Road, Suite 202 Erlanger, KY 41018
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.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement 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.

This page is only filled out if you have no employees.

SUBCONTRACTOR'S RELEASE AND INDEMNITY

THE STATE OF _____

COUNTY OF _____

WHEREAS, the undersigned, hereinafter referred to as "Subcontractor", has contracted with NEXUS CONSTRUCTION AND PROPERTY MANAGEMENT, hereinafter referred to as "NEXUS", to furnish certain labor and/or materials in connection with the construction of certain projects
And

WHEREAS, Subcontractor has informed Nexus that Subcontractor does not carry or maintain workers' compensation insurance coverage. That the Subcontractor hereby states that the Subcontractor is a sole proprietor or partner with no employees or limited to the number of employees than are allowed by law in order to be exempt from workers' compensation coverage in the state described above. That the Subcontractor is aware of the compulsory law in the state described above, including exception to the law and further states that Subcontractor is not in violation of the law.

WHEREAS, in connection with the furnishing of such labor and/or materials by Subcontractor for the benefit of Nexus, Nexus has required Subcontractor to execute this release and indemnity, and Subcontractor is willing and has agreed to execute this release and indemnity.

NOW, THEREFORE, for and in consideration of the foregoing premises, Subcontractor hereby acknowledges and agrees as follows:

1. The relationship between Nexus and Subcontractors is that of independent contractors, and at no time shall Subcontractors, or any of Subcontractor's agents, representatives, or employees, be considered to be employees of Nexus. Subcontractors represents that it is an "independent contractor". In this regard, Subcontractor confirms that:
 - (a) it is being paid by the job, not by the hour or some other time-measured basis;
 - (b) it is free to hire as many helpers as it desires and to determine what each helper will be paid;
 - (c) it is free to work for other contractors while under contract to Nexus.

2. Nexus at no time shall be required to furnish and maintain for the benefit of Subcontractor of Subcontractor's agents, representatives, or employees any workers' compensation insurance coverage, and has no obligation to do so.
3. To the fullest permitted by law, Subcontractor shall indemnify and hold harmless Nexus and the agents and employees of Nexus from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Subcontractors failure to provide and maintain insurance coverage, including without limitations any claims, damages, losses or expenses which may be brought by or are attributable to claims under workers' compensation statute or coverage. Additionally, Subcontractor's indemnification shall relate to any claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused in whole or in part by any negligent act or omission of Subcontractor or Subcontractor's agents, representatives or employees.

SIGNED this _____ day of _____ 200__.

SUBCONTRACTOR:

Doing Business As: _____
(Please Print)

By: _____

Title: _____

In respect to myself or anyone I would have working at the job, I have verified that the following types of insurance are in effect and will be maintained thought the length of the job:

(Check all that apply)

Health Insurance _____

Life Insurance _____

Disability Insurance _____