

Hara Management, Inc (HMI) Proposal Packet Information Sheet

Due to the agreements with our associations and rental properties, Hara Management, Inc. requires that all contractors, vendors and their agents and employees be fully licensed and insured, including worker's compensation, automobile, and general liability insurance, to be eligible to work on property managed by HMI. To meet this requirement following documents are **required** as part of your proposal packet <u>and must be submitted before any work begins</u>:

- 1. Set up sheet (attached)
- 2. Completed W-9
- 3. Copies of current business licenses, State of Florida professional licenses, and bonding verification if applicable
- 4. A copy of the contract, referring to and including an executed HMI Contract Addendum (if applicable)
- 5. A certificate of insurance (COI) (sample attached) that states the following minimum coverage limits and contains the following descriptions:
 - Proof of current General Liability coverage \$1,000,000 / \$2,000,000 aggregate
 - Proof of current Automobile Insurance coverage \$1,000,000
 - Proof of current Worker's Compensation coverage \$500,000
 - A statement in the "<u>DESCRIPTION OF OPERATIONS</u>" box that says: "Hara Management, Inc. and (insert business entity's name) is an additional insured under the terms and conditions of the Insurance Policy with respects to all work performed by the name insured."
 - A statement in the "<u>CERTIFICATE HOLDER</u>" box that names (Business Entity Name), c/o Hara Management, as the certificate holder. The wording must show as:

NAME OF ASSOCIATION or BUSINESS ENTITY or NAME OF PROPERTY
c/o Hara Management, Inc.
931 S. Semoran Blvd., Ste 214
Winter Park, FL 32792-5317

The above information must be submitted as part of your proposal packet (NOTE: a *sample* certificate of your insurance coverage limits is acceptable for a <u>proposal</u>). Once you are given approval an updated COI will be required, per the above instructions, **PRIOR** to commencing work.

PLEASE NOTE: a check will not be issued (including checks for deposits to begin work) unless all information requested is kept current throughout the year. We strive to be very conscientious about timely payment to our vendors. Once an invoice is approved by the Manager it should take 7 - 10 business days for your check to be processed. Checks will only be made payable to the name of the insured entity. Payments are sent exclusively through the United States Postal Service.

If you have any questions, please let us know. Thank you and we look forward to your potential business!!!

Homeowner and Condominium Association & Commercial and Residential Property Management



New Vendor Information Sheet

Company Name:	
Contact Person:	
Type of Service:	
Mailing Address:	
City, State, Zip Code:	
Telephone:	
Fax:	
Email & Website:	
Federal Tax I.D. #:	
Social Security #:	
1) Does your company have other locations	? Yes No
2) Does your company use the same Federa Yes No	l Tax I.D. at all of its locations?
3) Are you related to an employee of anyone ass Company? Yes No If yes, please exp	sociated with the Association and/or Management plain relationship on back of this page.
Vendor signature must be an officer	
Printed Name:	Title:
Authorized Vendor's Signature:	Date:

 $Homeowner\ and\ Condominium\ Association\ \&\ Commercial\ and\ Residential\ Property\ Management$

(Rev. August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)				
e 2.	Business name/disregarded entity name, if different from above				
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor	estate	Exemptions (see instructions):	
Print or type Instructions	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶		Exempt payer	e code (if any)	-
Print o	☐ Other (see instructions) ►		code (if any)		
pecific	Address (number, street, and apt. or suite no.) Reque	ster's name	and address (or	otional)	
See S	City, state, and ZIP code				
	List account number(s) here (optional)				
Par					
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line	Social se	ecurity number		
reside entitie	id backup withholding. For individuals, this is your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> page 3.		-] -	
	. •	Employe	- 1-1 11er 17		1
	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	Employe	r identification	number]
			-		
Part	II Certification	<u></u>			<u> </u>
Under	penalties of perjury, I certify that:				
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for a num	ber to be i	ssued to me), a	and	
2. I ar Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divic longer subject to backup withholding, and	not heen	notified by the	Victornal Davoniu	e am
3. Lan	n 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 co	rrect.			
Certifi becaus interes genera	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you se you have failed to report all interest and dividends on your tax return. For real estate transactions t paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an includy, payments other than interest and dividends, you are not required to sign the certification, but you tions on page 3.	are curren , item 2 do	es not apply. I	For mortgage	**
Sign	Signature of				

General Instructions

Signature of

U.S. person ▶

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Here

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

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

- 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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,

Date >

- 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



Addendum to (check one)Contract,Agreement,Proposal, (hereinafter, "Agreement"),
between (hereinafter, "Business Entity"),
whose property is managed by Hara Management, Inc., (hereinafter, "HMI"), and
(hereinafter, "Contractor")
The following is an addendum to the Agreement between Business Entity and Contractor. In the event of any conflict between the Agreement and this Addendum, this Addendum shall control. Except for those portions of the Agreement that are modified by this Addendum, the terms and conditions of the Agreement shall continue in full force and effect.
Oral agreements: Contractor agrees that there are no oral agreements between Contractor and Business Entity or any of Business Entities agents, to include HMI, the property manager, or the Property Owner. Contractor agrees that no oral agreements, whether made previous, contemporaneous or subsequent to the Agreement and this Addendum are valid. Contractor further agrees that the Agreement and this Addendum are the entire and complete agreement between the parties, and all terms are expressed and fully integrated into the Agreement and this Addendum.
Scope: The scope of work and services are outlined in the Agreement. The scope of work and services are limited to those specified in the Agreement. Any changes to the scope of work must be approved in writing by both parties and are still subject to the provisions of this Addendum.
Performance Period: The project work will begin on, and take no longer than exactly calendar days to complete. Business Entity agrees to allow a variance of calendar days, for reasonable delays outside of Contractor's control, such as weather, for the start or completion of the project. As such, and as consideration for the Agreement, the project under all circumstances, will be completed on or before, (hereinafter "Completion Date"). If the project is not complete by Completion Date, Business Entity and HMI, as its agent, reserves the right, at its sole discretion, to either 1) impose a penalty of dollars per day, deductable from the invoice amount, for each and every day past the Completion Date it takes to complete project work, or 2) to hire a third party to complete the project work, the cost of which is deductable from the invoice amount, with any deficiency owed to Business Entity by Contractor and payable on demand, or 3) both. In the event of a reasonable delay outside either party's control, this provision may be amended to reflect additional days for variance if agreed to in writing by both HMI, as agent for Business Entity and Contractor.
Waiver and release of Lien: Contractor agrees not to impose any liens on the property as a result of project work. Regardless, Contractor agrees to sign a waiver and release of lien on completion of the project. Contractor agrees that a signed waiver and release of lien is a condition precedent to the issuance of final payment from HMI or Business Entity.

Termination of this Agreement and Addendum: For termination from either party to be effective, with or



without cause by either party, written notice must be delivered to the non-terminating party via certified mail and is only effective on receipt.

Applicable Law: The applicable law governing the Agreement and this Addendum, its meaning and interpretation shall be in Orange County, Florida.

Permitting: Contractor is responsible for procuring the applicable local, State, and Federal permits as required by law. Additionally, Contractor understands and agrees that Contractor and its agents will adhere to all local, State, and Federal laws, codes, and ordinances reasonably related to the performance of the Agreement during Contractor's performance under the Agreement and this Addendum.

Subcontracting: Contractor may not assign or transfer any rights or obligations under the Agreement or this Addendum to a third party, or in anyway utilize a subcontractor unless Business Entity consents in a writing signed and approved by both Business Entity and HMI. Under all circumstances, if subcontracting is consented to by either party and utilized, the subcontractor must provide HMI a Certificate of Insurance for the subcontractor as well as a list of all of the subcontractor's employees who will work on-site.

Insurance: Contractor agrees to carry adequate insurance listing Hara Management, Inc and Business Entity as "additional insured" parties. Depending on the size and scope of the project, higher limits of coverage or a broader scope of coverage may be required along with a wrap policy (to include General Liability, Premises and Auto Liability, Workers Comp and Construction Defects) to ensure adequate coverage. A performance bond may also be required. In all circumstances, following defines the minimum coverage carried by Contractor to be considered "adequate" under the Agreement and this Addendum:

- General Liability \$1,000,000/\$2,000,000 aggregate
- Automotive \$1,000,000
- Workman's Compensation \$ 500,000 NOTE with a waiver of subrogation:
 - No worker's compensation exemption is allowed without expressed written approval from the Business Entity and a waiver signed by the Contractor.
- Additional insured on the Certificate of Insurance will be listed as:
 - Hara Management, Inc and the Business Entity. A sample certificate of insurance will be provided by Hara Management, Inc. (see attached)
- 30-day notice The Contractor's insurance carrier must provide notice of cancellation or modification of the Contractor's insurance coverage to HMI, thirty (30) days prior to any change in coverage. Renewal insurance certificates must be provided to HMI <u>prior to</u> each renewal date in order to be considered timely.

Based on the size and scope of the project, the Liability coverage required is:				
A performance bond in the amount of	(check one)	is	is not required	



Failure to Prove Insurance: Contractor agrees that in the event Contractor or any of its subcontractors authorized under the Agreement or this Addendum become uninsured or fails to provide HMI timely proof of insurance, HMI reserves the right at its sole discretion, to either to 1) require Contractor to suspend work until proof of insurance is provided, or 2) withhold any payments, to include payments for materials, until proof of insurance if provided, or 3) both. Contractor agrees that any suspension of work required by HMI or Business Entity under this provision does not exempt Contractor from its duty to complete project work by Completion Date.

Site Safety: Contractor is solely responsible for site safety and knowledge including but not limited to managing traffic, pedestrian control around work site, to include third party interference with work site, providing construction barriers, adequate signage warning of work site dangers, and complying with applicable local, State and Federal safety codes and regulations.

Supervision: Contractor assures that Contractor will supervise all work, worksite employees, and site safety
requirements. The name of Contractor's Supervisor for this project is:
. In the event of any issues, changes, questions or requests, Contractor agrees to contact
, HMI's representative, and point of contact for this project

Hold Harmless: To the fullest extent permitted by law, Contractor agrees to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the Business Entity, its elected and appointed officials, employees, agents, volunteers and others working on behalf of the Business Entity against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Business Entity, its elected and appointed officials, employees, agents, volunteers or others working on behalf of the Business Entity by reason of any personal injury, including bodily injury, death, or any property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the Agreement or this Addendum.

Waiver of Subrogation: Contractor agrees to and hereby releases Business Entity, its elected and appointed officials, employees, agents, volunteers, and others working on behalf of the Business Entity, from any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss, damage or casualty, even if such loss, damage or other casualty shall have been caused by the fault or negligence of Business Entity, its elected or appointed officials, employees, agents, volunteers, or others working on behalf of Business Entity. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of Contractor's work. Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of Business Entity to recover thereunder. Contractor agrees that its insurance policies will include such a clause or endorsement.



Defective work and warranty: Contractor a warranty their product and work against defective work and warranty:	agrees to correct any defect in their product or work and efect for a period of year(s).
(Name of HOA/COA)	Date
President (Print name)	President (Signature)
Contractor (Company Name)	Date
Authorized officer (Print name)	Authorized Officer (Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
WITH-IN 30 DAYS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).				
PRODUCER	CONTACT NAME:			
YOUR AGENT'S INFORMATION	PHONE FAX (A/C, No.):			
	E-MAIL			
	ADDRESS:			
	INSURER(S) AFFORDING COVERAGE NAIC #			
INSURED	INSURER A:			
YOUR INFORMATION	INSURER B:			
v v	INSURER C :			
	INSURER D :			
	INSURER E :			
COVERACES CERTIFICATE NUMBER.	INSURER F : REVISION NUMBER:			
COVERAGES CERTIFICATE NUMBER:	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD			
INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, BEEN REDUCED BY PAID CLAIMS.			
INSR LTR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS			
GENERAL LIABILITY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$			
CLAIMS-MADE X OCCUR	MED EXP (Any one person) \$			
	PERSONAL & ADV INJURY \$			
	GENERAL AGGREGATE \$ 2,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG \$ 2,000,000			
POLICY X PRO- JECT LOC	\$			
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
X ANY AUTO	BODILY INJURY (Per person) \$			
ALL OWNED SCHEDULED AUTOS AUTOS	BODILY INJURY (Per accident) \$			
HIRED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$			
	\$			
UMBRELLA LIAB OCCUR	EACH OCCURRENCE \$			
EXCESS LIAB CLAIMS-MADE LIST POLICY #S COVER	AGGREGATE \$			
DED RETENTION\$	\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC STATU- TORY LIMITS ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$ 500,000			
(Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$ 500,000			
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$ 500,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks 5	Schedule, if more space is required)			
Hara Management, Inc (and business entity, owner or association's name) is an a	additional insured under the terms and conditions of the General Liability Policy			
with regard to work performed by named insured.				
	7			
CERTIFICATE HOLDER	CANCELLATION			
(business entity, owner or association's name) c/o Hara Management, Inc	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
931 S. Semoran Blvd. Suite 214	AUTHORIZED REPRESENTATIVE			
Winter Park FL 32792				