



**STATEMENT OF UNDERSTANDING
FOR APPROVED VENDORS/CONTRACTORS**

Request to be an Approved Vendor/Contractor

To ensure that our clients and Associations receive the highest quality services, work orders are only assigned to Vendors/Contractors on our Approved Vendors/Contractor List. To be considered as an Approved Contractor, please complete the information in this packet and submit with the information as listed below. Upon receipt of the information, it will be reviewed for completeness. You will be notified via email when all information has been processed and entered into our system.

Becoming an Approved Vendor/Contractor does not guarantee any Vendor will receive a certain amount of work but provides the opportunity to be issued work if the HOA or Management Company desires to use services.

To process and confirm Vendors' paperwork and maintain the information and insurance on file, there is an initial \$100 administrative fee. Thereafter, the fee will be \$75 annually. **If your company currently only works with one Association, please list the Association name in the table below, and contact our office to inquire about waiving the administrative fee.**

Checklist of required items:

- Signed Statement of Understanding and Code of Conduct (all pages 1-6)
- W-9 Request for Taxpayer Identification Number and Certification
- Copy of your Trade Name Registration from the Secretary of State
- Liability Insurance Certificate from your Insurance Agent with a minimum of \$1,000,000 in Liability Coverage.
- Automobile Insurance Certificate from your Insurance Agent with a minimum of \$1,000,000 in Liability Coverage.
- Current Workers Compensation Certificate with a minimum of \$500,000 in Coverage (or in the case of a Sole Proprietor or LLC, the appropriate state approved, notarized waiver of workers compensation coverage).
- \$100 Administrative fee (Please make checks payable to: Hammersmith Management)

All items listed in the Checklist above should be mailed to us at:

Hammersmith Management
c/o Approved Vendor Program
23 Inverness Way East, Suite 200
Englewood, CO 80112

Company Name:
Payment Remittance Address:
Payment Remittance City, State, Zip:
Primary Contact Name (First name, Last name):
Primary Office Phone Number:
Primary Office Email Address:
Work Order Email Address (if different than above):
Type of Work Performed:
If working with ONLY ONE ASSOCIATION, please name here:

Please check one of the following:

- Corporation
 Sole Proprietor
 Partnership
 Other _____



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In order to maintain a status in good standing on Hammersmith's Roster of Approved Vendors/Contractors, all companies must read the following list of policies and sign this Statement of Understanding, indicating their understanding and concurrence with the policies involved in serving clients managed by Hammersmith Management, Inc. (HMI).

Payment

The Contractor recognizes that all work assigned is performed for individual Homeowner Associations and not for HMI. HMI acts only in an administrative capacity of assigning the work, monitoring its progress, informing the Contractor of deficiencies, inspecting the work for completion, and processing the payment. The Contractor recognizes that payment for any work performed is due from the individual Association and not from HMI. The Contractor agrees by signing this Statement that they will not, under any circumstances, seek payment directly from HMI for any work performed.

Ethical Standards

The Contractor agrees to maintain high standards of ethics in all dealings with HMI personnel. HMI will not tolerate any attempts to gain favorite treatment by the offering of gifts and gratuities. The Contractor recognizes that HMI's policy is that their own employees are not allowed to accept gratuities, meals, or entertainment, unless approved by a supervisor. The Contractor hereby agrees to inform all of their employees of this policy statement. The Contractor recognizes they must assure that their employees conduct themselves in a professional and courteous manner when performing work on site for any client or Association. Any incidence of rudeness or unprofessional conduct by employees of the Contractor may be cause for removal of the Contractor from the Roster of Approved Vendors/Contractors. The Contractor recognizes that any practice or incident considered by HMI not to be in accordance with the highest standards of business ethics will result in immediate removal of the Contractor from the Roster.

Insurance

The Contractor recognizes that they are required to maintain policies of insurance for General Liability and Automobile Liability with limits of not less than \$1,000,000 to be in effect at all times while performing work for Associations through HMI administration.

Proof of insurance should be sent to Insurance@ehammersmith.com.

In addition, the Contractor recognizes they must maintain, in force at all times, policies for Workers Compensation Insurance for all employees, including owners of the company who come onto the properties to perform work. The Contractor agrees to provide Certificates of Insurance on an annual basis to HMI, as proof of coverage. HMI shall be added as additional insured on the General Liability policy. 30-day notice of cancellation or 10-day notice of cancellation due to non-payment is required.

Invoices

Invoices in PDF format should be emailed to invoices@eHammersmith.com

Only one (1) invoice PDF attachment per email, please.

Or, submitted via mail to:

[Association Name]
c/o Dept 834 - Hammersmith Management, Inc.
PO Box 4579
Houston, TX 77210-4579



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The Contractor will not invoice for multiple Associations or multiple Work Orders on a single invoice. A separate invoice will be submitted for each Work Order or Association. Invoices are required for all payments, including those relating to a contract. **Invoices must show the name of the Association** and be submitted in care of Hammersmith®. Invoices **should not** simply list Hammersmith Management as the customer.

Failure to provide invoices or failure to provide certifications and breakdowns of labor and material will result in delays in payment, since any such invoices will be returned to you. The Contractor recognizes that invoices are processed continuously, and checks are usually signed by members of the Board of Directors. The Contractor recognizes delay in payment for Work Orders is potentially 30 to 45 days, although in some instances payment may be quicker, especially if the invoice is emailed instead of mailed. Contracts for routine maintenance, such as Grounds Care and Pool Maintenance, have special payment provisions which apply. Special contracts for major repair or replacement, such as painting and asphalt work, will have specific procedures for payment.

The Contractor recognizes that no invoices will receive special processing. Payment will be sent by mail within one (1) business day of check signing. The Contractor recognizes that all invoices must include a breakdown of labor and materials. A breakdown of materials must be itemized to indicate the type and quantities. The only exception to a breakdown of labor and materials involves situations where the Association has accepted a firm written bid. The Contractor understands that they may not charge for time spent in preparation of a bid. Such preparation is considered to be overhead of the Contractor.

Additional Charges

The Contractor hereby agrees that there will be no late charges or interest under any circumstances involving payment of less than 60 days from the date a proper invoice is received. Any late charges applied after that date will be at no more than 1% per month. If the invoice is disputed, no late charges apply until at least 60 days after dispute has been resolved.

The Contractor recognizes that there will be no charges for mileage allowed. The Contractor assures that all materials and workmanship will be "First Class" and that any materials will be installed in accordance with the manufacturer's recommendations.

Work Orders

The Contractor understands that if work involves the interior of a Unit, the Work Order must be signed or a written statement received from the Homeowner, indicating their satisfaction with the work. If the Unit is rented, the signature of the renter is satisfactory. The Contractor recognizes that it is their responsibility to obtain the written statement.

The Contractor hereby agrees that they will not accept any Work Orders if they are unable to perform the work in a timely manner. The Contractor understands that HMI would prefer to know that the Contractor was too busy at a given time, rather than have the Contractor accept work when they were not able to perform it.

The Contractor recognizes that all work assigned on a Work Order will be completed within seven (7) days of assignment unless the work is an emergency, in which case it will be completed as soon as possible. The Contractor agrees to keep HMI informed of any situation that will involve a delay in completing the work. The Contractor agrees not to accept any Work



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Order they cannot complete within this time frame. The Contractor recognizes that all work assigned at a given time will be completed and invoiced on the same invoice and not invoiced separately. A Work Order with multiple items will not have invoices processed individually. If assigned a Work Order and the Contractor anticipates the work will exceed \$500 in total cost, the Contractor agrees to notify HMI, to inform them of that fact and receive written authorization to proceed.

Bids

The Contractor recognizes that if requested to submit a bid, they will promptly prepare the bid and submit it within five (5) working days of receipt. If the Contractor is unable to bid on the work, they must immediately, upon receipt of the bid request, inform HMI that they are unable or unwilling to bid because of extenuating circumstances. The Contractor recognizes that if they frequently are unable or unwilling to bid, they may be removed from the Roster of Approved Vendors/Contractors.

The Contractor understands that in the event a bid is requested which cannot readily be bid with a firm price, the Contractor may quote a range of prices. The maximum price quoted will be the maximum paid for the completed work. The minimum price quoted may not vary from the maximum price by more than 25%.

The Contractor recognizes that all bids must be detailed to show labor and material. If more than one item is on the bid form, the Contractor must give individual prices rather than a lump sum price, so the Board of Directors may evaluate their options. The Contractor agrees to bid on exactly what is requested. If they have recommendations or alternatives, the Contractor will submit them along with the bid.

Warranty

The Contractor agrees that they will provide written warranty of (1) one year on all workmanship and materials and include such a statement of certification on the invoice. The statement will also state that the work has been 100% completed. The statement is, "I certify that the invoiced work is 100% completed and provide herewith a warranty of one year on the workmanship and materials for said work."

The one-year warranty is required on any repairs or construction work. If the work involves any of the following, the statement need not include a one-year warranty, but must still state that the work is 100% completed. Any act of vandalism after work is performed voids the one-year warranty.

1. Light bulb replacement
2. Cleaning or janitorial work
3. Turning on or off water or electricity
4. Contract payment for Grounds Care/Fertilization/Weed or Insect Control
5. Pool maintenance or pool life guarding
6. Unplugging sewer lines
7. Snow removal
8. Locksmith work involving opening units
9. Pickup or delivery of any other service, which does not have a physical end product

Records

The Contractor agrees to maintain copies of current releases from HMI concerning policies involved in being on their Roster of Approved Vendors/Contractors.



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The Contractor recognizes that this statement of acknowledgement does not constitute a contract between Hammersmith Management, Inc. and the Contractor. It simply acknowledges policies and procedures to be followed by the Contractor.

Indemnification

The Contractor hereby indemnifies the Association and Hammersmith Management, Inc. for any acts of negligence or losses caused by them or their Sub-Contractors in performance of work.

Responsiveness

The Contractor recognizes the need for responsiveness and good communications. The Contractor will return non-emergency calls within 24 hours. All emergency calls must be returned within 15 minutes.

Skills and Abilities

The Contractor agrees not to accept any work assignments if they do not have adequate skills, abilities and licenses to perform to work.

Supervision

The Contractor agrees to provide adequate supervision to all employees or Sub-Contractors involved in any work.

Sub-Contractors

The Contractor agrees not to use any Sub-Contractors who cannot provide insurances as listed and who does not comply in all other respects to the Statement of Understanding nor to use any Sub-Contractors without the express written approval of the Board of Directors of the individual Homeowners Association.

I certify that I have reviewed the provisions contained in Hammersmith Management, Inc.'s "**Statement of Understanding**", and will comply with these policies and outlined procedures.

Company Name

Address

Signature

Date



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HAMMERSMITH® CONTRACTOR CODE OF CONDUCT

This Code of Conduct has been adopted by Hammersmith Management, Inc. (HMI) to establish trust and confidence in the integrity of our Contractors. This code sets forth ethical standards and requirements that all Contractors shall adhere to in their dealings with or on behalf of HMI. The Contractor recognizes that any practice or incident considered by HMI not to be in accordance with the highest standards of business ethics will result in immediate removal of the Contractor from the Roster.

General Regulations:

1. **Conduct:** All Contractors and their employees will refrain from any actions that are unlawful, discourteous, or offensive while at our offices or at any Associations. They will refrain from profane or insulting language and shall not engage in any activity that could be considered inappropriate.
2. **Smoking:** All Contractors and their employees are not permitted to smoke at any of our Associations.
3. **Insurance:** Contractors agree that they will not cancel or change any portions of their policy without notifying us. It is the Contractors' responsibility to notify us of any changes immediately. If HMI finds out insurance has lapsed, the Contractor will be terminated from being utilized by HMI due to negligence.
4. The Contractor is responsible for their employees and any breach of these conditions can result in the removal from the Approved Vendors/Contractors' list.

The Contractor agrees to maintain high standards of ethics in all dealings with HMI personnel. HMI will not tolerate any attempts to gain favorite treatment by the offering of gifts and gratuities. The Contractor recognizes that HMI policy is that their own employees are not allowed to accept gratuities, meals, or entertainment, unless approved by a supervisor.

The Contractor hereby agrees to inform all of their employees of this policy statement. The Contractor recognizes they must assure that their employees conduct themselves in a professional and courteous manner when performing work on site for any client or Association. Any incidence of rudeness or unprofessional conduct by employees of the Contractor may be cause for removal of the Contractor from the Roster of Approved Vendors/Contractors.

I certify that I have reviewed the provisions contained in Hammersmith Management, Inc.'s "**Code of Conduct**", and will comply with these policies and outlined procedures.

Company Name

Address

Signature

Date