

NEW VENDOR PACKET

Dear Vendor:

Please complete the attached information form to aid in setup. This form, along with the documents requested below, will be required before a payment is issued for goods and/or services provided.

Every Subcontractor <u>must</u> provide proof of insurance. **Elliot Meadows Certified Contractors LLC** must be the certificate holder and listed as additional insured for any jobs. Your company name must be identified and listed as the insured.

Please send all invoices, statements, and payment inquiries to AP@elliotmeadows.com.

The default for vendor payment terms is 30 days, unless stated differently in individual subcontract agreement. Vendor payments are issued weekly by check and sent by mail, unless pickup is requested.

If you have any questions concerning vendor or insurance requirements, or if any paperwork or applications need to be completed, please contact us at **kelsie@elliotmeadows.com** or 856-364-6416.

Thank you in advance for all of your help!

Documents needed, before payment can be issued:

Vendor Setup Form Signed Subcontractor Agreement Signed W-9 Workers Compensation or Exemption Certificate of Insurance (COI)



VENDOR SETUP FORM

GENERAL INFORMATION							
COMPANY NAME							
TYPE OF MATERIALS/TRADE							
STREET ADDRESS							
CITY		STATE	ZIP				
MAILING ADDRESS							
CITY		STATE	ZIP				
PHONE NUMBER		FAX					
CONTACT PERSON, POSITION			-				
EMAIL ADDRESS		PHONE NUMBER					
ACCOUNTING CONTACT							
EMAIL ADDRESS		PHONE NUMBER					
FINAL RELEASE CONTACT							
EMAIL ADDRESS		PHONE NUMBER					
	TRADE REFERENCES						
COMPANY NAME							
CONTACT PERSON		PHONE NUMBER					
EMAIL ADDRESS							
COMPANY NAME							
CONTACT PERSON		PHONE NUMBER					
EMAIL ADDRESS							
COMPANY NAME							
CONTACT PERSON		PHONE NUMBER					
EMAIL ADDRESS							

SEND COMPLETED FORMS TO KELSIE@ELLIOTMEADOWS.COM

Please circle how you would like to receive payment.

Mail Pick Up

SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by	and between
"Subcontractor" and	, "Contractor."
For good and valuable consideration, the receipt and suff Subcontractor and the Contractor hereby agree as follows:	,

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of 1,000,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.
- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$1,000,000 for any one occurrence, \$2,000,000 general aggregate (subject to a per project general aggregate provision), \$2,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured as Primary and Noncontributory on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.
- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Subcontractor shall

require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, the Subcontractor will assume all deductible expenses. Insurance shall be placed with insurers with a best rating of not less than A-.

Article 4. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Article 5. Warranty:						
Subcontractor warrants its work for a period ofworkmanship.	year(s) against all defects in materials or					
Article 6. Miscellaneous:						
Subcontractor is an independent contractor and not an e	employee of Contractor.					
This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.						
SUBCONTRACTOR	CONTRACTOR					
Company:	Company:					

SAMPLE CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY) ACORD CERTIFICATE OF LIABILITY INSURANCE 09/18/2019 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 have ADDITIONAL INSURED provisions or 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). PRODUCER Shelly Moore CIC PHONE (A/C, No, Ext): (352) 787-2431 E-MAIL Shelly.Moore@bbleesburg.com FAX (A/C, No): (352) 787-9922 1300 Citizens Blvd, Suite 100 INSURER(S) AFFORDING COVERAGE NAIC # FL 34748 INSURER A: Scottsdale Insurance Company INSURER B: Westfield Insurance Company 24112 INSURED INSURER C : Bridgefield Employers Insurance Company 10701 YOUR COMPANY INSURER D : NAME AND INFO HERE INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: 19/20 Renewal-IM REVISION NUMBER: THIS IS TO CERTIFY THAT 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 WITH RESPECT TO WHICH 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	SR TR TYPE OF INSURANCE		ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
Α	×	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000 \$ 100,000
		GENT AGGREGATE LIMIT APPLIES PER: POLICY PRO. LOC				07/11/2019	07/11/2020	PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	s 1,000,000
	GEI							GENERAL AGGREGATE	\$ 2,000,000
	×							PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						Pollution Liability	\$ 1,000,000
В	AU'	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	\times	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY			_	07/11/2019	07/11/2020	BODILY INJURY (Per person)	s
								BODILY INJURY (Per accident)	\$
	×							PROPERTY DAMAGE (Per accident)	s
								PIP	s Statutory
А		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 9,000,000
	×	DED RETENTION \$				07/11/2019	07/11/2020	AGGREGATE	\$ 9,000,000
									s
С		RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
	ANY	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				07/11/2019	07/11/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mai							E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	If ye DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	I e	Leased/Rented Equipment						Limit of Insurance	\$380,000
	[Leaseurtenieu Lyupineni						Deductible	\$1,000
DE	DESCRIPTION OF OREDATIONS / LOCATIONS / VEHICLES / ACCRP 404 Additional Paragras Schodule, may be attached if more pages in required.)								

CERTIFICATE HOLDER CANCELLATION

Elliot Meadows Certified Contractors LLC 1150 Pelican Bay Dr Daytona Beach, FL 32119 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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