

Dear Vendor:

We are pleased you will be providing your services at our property.

In order to comply with Insurance, State, and IRS requirements, there is a minimum of two documents to be completed and returned to the On Site Manager on or before the day you begin work on the property.

W-9 Requirement:

A W-9 is needed if you have not provided one or have changed your tax number. The Link below leads to the IRS web site W-9 form and includes complete instructions. You can save it to your computer and email or print and return it to the On Site Manager.

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

In the case of Capital Improvement Projects, we will provide you with a completed State sales tax form for the State the work is being performed in. This must be signed before works begins. Additional sales tax forms may be needed if the scope of the part of the project you are working on increases or if you and the manager assign you additional parts of the project. Materials used in Capital Improvements Projects are subject to State Sales tax. If the contractor provides the materials and labor he is responsible for paying the Sales tax and it is to be included in the price. If the Materials are supplied by another vendor separately, we are responsible for the Sales or Use Tax. If a NJ Company provides the materials, they are supposed to charge sales tax. If an out of state vendor supplies the materials, please make it clear that the sales tax has not been charged so we can include it in our Use Tax return.

Insurance Requirements:

A Certificate of Insurance is required from your Insurance Broker evidencing the below insurance requirements.

A sample certificate can be accessed at <http://www.Kamson.net> by selecting Quick Links and Vendor Submit from the drop down menu. Another drop down menu is on the page, where you can select the property/properties that will be serviced. Please provide the sample certificate to your insurance broker to ensure accuracy in required verbiage.

The Vendor shall provide, maintain and pay for the following insurance which shall be placed with such insurance company or companies and in such form as may be acceptable to the Owner:

- a) Comprehensive General Liability Insurance protecting the Vendor, the Owner and their respective servants, agents or employees against damages arising from bodily injury (including death) and from claims for property damage which may arise directly or indirectly out of the operations of the Vendor; their subcontractors,

servants, agents or employees under this contract. Such insurance shall be for an amount acceptable to the Owner and shall, in any event, be not less than \$1,000,000 inclusive of any one occurrence.

The policy of insurance shall cover all liability arising out of products whether manufactured or supplied by the Vendor/Contractor; completed operations; personal injury; Broad Form Property Damage including all explosions, collapse and underground hazards; independent contractors; and liability assumed by the Contractor under and applicable to this Contract and shall include the Legal Entity Name of the Owner and the Managing Agent as an additional insured. Coverage for completed operations must remain in force for two years after Total Performance of all work, and the insurance policy must contain a per project aggregate of \$2,000,000.

- b) Comprehensive Automobile Liability: Insurance on the Contractor's owned, non-owned and hired vehicles, protecting the Contractor against damages arising from bodily injury (including death) and from claims for property damage arising out of their use on the operations of the Contractor, their subcontractors or of agents under this Contract. This insurance shall be for an amount acceptable to the Owner and shall in any event be not less than \$500,000 Combined Single Limit inclusive of any one accident.
- c) Workers' Compensation Coverage: Prior to commencing the Work and prior to receiving payment on substantial and total performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the State where the property is located in with respect to workers' compensation insurance including payments due there under.

Prior to commencement of work on the Owner's property, the Vendor shall provide such evidence of Workers' Compensation coverage including Employers Liability with minimum Limits of \$1,000,000/\$1,000,000/\$1,000,000.

If the insurance carrier adds to the Description of Operations section of the Certificate of Insurance the following statement "as per written agreement", or similar language, a signed agreement or contract will be required. If there is a written contract between the Vendor and the Owner, and it states the insurance requirements in detail as above, that will meet the agreement clause. When there is no Contract with insurance requirements included, the Vendor will have to complete a "Contractor's Agreement" and return it to the On Site Manager along with the Certificate of Insurance and W9. A sample of the "Contractor's Agreement" is attached to this website.

The Kamson Corporation and the Owner shall have the immediate right to charge a Workers' Compensation reserve charge if Workers' Compensation Coverage is not carried or if the correct limits are not provided by the Vendor and deduct the cost thereof from the agreed price of the services performed, but The Kamson Corporation and the Owner shall not be under any obligation to do so.

Evidence of these insurance requirements should be provided on an ACORD 25. The Certificate should also evidence a 10 day Notice of Cancellation for nonpayment of premium / 30 Day Notice for all other reasons.

Invoice Requirement:

Please address all invoices (only) to be payable by the Legal Entity name of the Owner for the services that were provided and either upload to Vendor submit on the website or regular mail to:

Legal entity name of Owner
The Kamson Corporation
270 Sylvan Avenue
Englewood Cliffs, NJ 07632
Attn: Accounts Payable Department

We appreciate that you will return the completed documents; W9, Certificate of Insurance and the Contractor's Agreement, if required, to the On Site Manager prior to commencement of the services to be performed. The return of the completed paperwork will ensure that we will be able to purchase your services and process your invoices in a timely manner.

The above documents should be acquired before any work is performed on the property and returned to the On Site Manager. The Site Manager will submit the documents to the Accounts Payable Dept. at kamsoncoi@kamsoncorp.com for review. The AP Dept. will send an approval for correct documents. Any incorrect information will be returned to the site manager for revision before the commencement of any work on the property.

Best Regards,

The Kamson Corporation
www.kamson.net