



**Mega Agent**  
RENTAL MANAGEMENT



# Vendor Guide

Guide

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**Vendor Welcome**  
**from**  
**Mega Agent Rental Management LLC**

Thank you for applying to be an authorized vendor for Mega Agent Rental Management LLC.

Along with the information in this Vendor Guide, there is also a Vendor Agreement that needs to be reviewed and signed. We recommend you keep a copy of our Vendor Agreement with this Vendor Guide.

We have prepared this *MARM Vendor Guide* to assist you in achieving success working with Mega Agent Rental Management LLC. You will find useful information such as office numbers, business address, email address, personnel names, and more. Please keep this document where you can access the information you need when you need it. A full understanding of each other's needs and incredible communication from both your business and ours increases the chances of success of our Vendor/MARM relationship.

Information contained in this *MARM Vendor Guide* is to provide you with our requirements and expectations of the vendors who work with our company. It will also prepare you for working with our tenants and property owners. Working with tenants and property owners can be a challenge and we want to ensure your success.

If at any time, you have questions on any of the information in this *MARM Vendor Guide*, please contact Mega Agent Rental Management LLC as soon as possible, so that we can answer your questions. Again, we welcome you as one of our trusted Vendors.

All the Best!

Collier Swecker  
Broker / Owner



# Mega Agent Rental Management LLC

Mega Agent Rental Management LLC is a Real Estate Property Management Firm operating in Birmingham, Alabama that specializes in full-service property and association management. The company has been operating since 2011 and is actively involved in our community.

“MARM” is an abbreviation for our full company name, Mega Agent Rental Management, LLC and it will be used throughout this MARM Vendor Guide. “Owners” as referenced herein shall mean the legal owners of the properties for whom Vendor will be performing their services. “Owners” are also the “customers” of MARM. The term “Vendor” as referenced herein shall have the same meaning as the term “Subcontractor” that may also be referenced in this Vendor Guide or in other forms / information provided by MARM.

## **MARM General Policy**

MARM adheres to the following policies:

- MARM is an Equal Opportunity Employer.
- MARM supports the laws and guidelines of all Fair Housing laws and regulations.
- MARM has a drug-free policy for all MARM personnel, vendors, and tenants.
- MARM follows the laws, rules and regulations of the Alabama Real Estate Commission and the Code of Alabama.
- MARM strictly forbids any sexual harassment of personnel, vendors, owners, tenants, or applicants.
- MARM does not pay maintenance bills from MARM’s own operating funds.
- Owners of our managed properties are ultimately responsible for payment of all financial obligations to all vendors.
- Vendors are paid from the MARM Client Escrow Account or directly from the Owners.

## **MARM and Broker**

The owner of MARM is Collier Swecker. Trista Ehlers, Director of Property Management, provides the daily guidance and direction of MARM. She personally oversees all contracts, policies, and procedures, and works to educate her personnel to provide excellent service to our clients.

## **MARM Personnel**

When you work with MARM, you will be working with the MARM “team”. On the following page, you will find a convenient list of our team’s, names, email addresses and telephone numbers.

## Our MARM Team

MARM has found "Teamwork" effective for servicing owners, tenants, properties, and vendors.

- **Management Team:** MARM has assigned a management team to properties and owners, consisting of a Property Manager and Assistant Property Managers. They work with owners and tenants on necessary maintenance. Therefore, they also work directly with the vendors. They assign work orders to vendors and approve the invoices received.
- **Office Team:** The office team supports all MARM Personnel and Management. They handle the everyday business of telephones, accepting applications, office details, perform the bookkeeping, prepare owner/tenant documents, and coordinate with the management teams. Therefore, they work with vendors as well. The office team can often assist you with many details you require. However, the office team does not approve work orders or payments.

### Team's Contact Information

**TRISTA EHLERS:** Director of Property Management  
(205) 475-1655 [Trista@MegaAgentRentals.com](mailto:Trista@MegaAgentRentals.com)

**COLLIER SWECKER:** Broker / Owner  
(205) 249-3535 [Collier@MegaAgentRentals.com](mailto:Collier@MegaAgentRentals.com)

## Communication

Communication is a key to the success in any relationship and the MARM / Vendor relationship certainly is no exception. We contently work to improve communications with everyone who does business with MARM. This includes everyone including, owners, tenants, vendors, buyers, sellers, prospective clients, and the public.

### MARM Website

MARM stays up to date with the latest technology that allows MARM to stay ahead of the industry technology curve. Our website, [MegaAgentRentals.com](http://MegaAgentRentals.com), has proven to be a tremendous benefit to our clients and vendors. Take the time to visit our website for more information about our company.

## Company Communication

MARM personnel communicate with our vendors by:

- Telephone
- Email
- U.S. Mail
- Text Message
- Buildium Property Management Web Platform

## Office Information

Mailing Address: 2635 Valleydale Road, Suite 200  
Birmingham, Alabama 35244

Telephone: (205) 267-1520  
FAX #: (205) 267-1519  
Email: [Trista@MegaAgentRentals.com](mailto:Trista@MegaAgentRentals.com)  
Website: [www.MegaAgentRentals.com](http://www.MegaAgentRentals.com)

## Vendor Communication

Communication works two ways. We need detailed communication from you, the vendor. It is important that you let us know if you have any issues that will prevent you from performing your duties as soon as possible.

Later in this guide, there is detailed information on work orders and making sure that you get paid quickly. MARM wants to provide you with the information you need to avoid conflict and/or confusion.

### Email

MARM encourages all vendors to use email to contact us quickly; it is fast easy and effective. Please supply us with your email address on all the MARM forms. We will enter your email address in our database. Please **SUBMIT ALL INVOICES TO** [Trista@MegaAgentRentals.com](mailto:Trista@MegaAgentRentals.com)

**Special note:** When using email, we request that you put the property address in the subject line along with the word INVOICE (*in all caps*). With the problems of spam, worms, viruses, and more in the Internet world, this helps us identify the importance of your message, and avoids oversights or deletions.

# Vendor Requirements

## Required Vendor Forms

MARM requires all vendors to complete, sign (*if required*) and deliver to MARM the following forms prior to commencing work for MARM. Some of these forms are located in the back of this Vendor Guide.

- Vendor Agreement
- Proof of General Liability Insurance with MARM as an Additional Insured and Certificate Holder.
- Proof of Workers Compensation Insurance (Certificate of Insurance), if required
- IRS Form W-9

## Licenses

- Contractor's License
  - MARM requires all vendors to be licensed in their particular trade if Alabama requires licensing for you or your company to complete the work. If your work DOES require a license, please provide a copy of the license to MARM.
  - Examples of licensed contractors are plumbers, electricians, home builders, general contractors, etc.
- Permits / Business Licenses
  - It is the responsibility of all Vendors to obtain and pay for any necessary business licenses and/or permits that are legally necessary for the Vendor to perform and complete their work.

## Insurance

- Worker's Compensation
  - MARM requires Vendors, who are required under Alabama law, to carry current Workers Compensation Insurance.
  - MARM requires all Vendors to have their insurance carrier furnish MARM with an original certificate of their active worker compensation policy.
  - MARM requires an original certificate for all annual renewals.
  - MARM requires notification if the Vendor's worker's compensation insurance policy is cancelled, has deletions made to the policy, endorsements added to the policy, revisions made to the policy, moved to a different carrier and/or otherwise changed in any way.
- General Liability Insurance
  - MARM requires that vendors carry a minimum \$ 1,000,000 (*each occurrence*) / \$ 1,000,000 (*aggregate*) of General Liability Insurance coverage.
  - MARM requires that MARM be named as an Additional Insured on the Certificate of General Liability Insurance.



- None of Vendor’s general liability insurance policies should exclude multi-family dwelling projects, condo associations or homeowners associations.
- MARM requires an original certificate on all yearly renewals.
- MARM requires notification if the Vendor’s general liability insurance policy is cancelled, has deletions made to the policy, endorsements added to the policy, revisions made to the policy, moved to a different carrier and/or otherwise changed in any way.

## **Social Security/ EIN Number**

MARM requires that all vendors have a Social Security Number or an Employer Identification Number, *no exceptions*. It is the responsibility of the vendor to supply MARM with accurate and up to date information. A signed IRS Form W9 must be signed and delivered to MARM prior to commencing any work for MARM.

- Social security requirements:
  - Personal names and mailing address are required with social security numbers on 1099s.
- EIN requirements:
  - Company names and mailing address are required with your company’s Employer Identification number for 1099s.

## **Workmanship**

- Competent workmanship
  - MARM requires the vendor to supply competent work.
  - The vendor guarantees they will redo the work to the reasonable satisfaction of MARM, *if necessary*.
- Contract Labor
  - The work is on a “contract labor” basis.
  - MARM does not treat any vendor as an employee.
  - The vendor is responsible for reporting their income to the appropriate governmental agencies.
  - MARM issues 1099s for work exceeding \$600 as required by the Internal Revenue Service.

## **Vehicles**

The MARM policy on vendor vehicles is as follows:

- Vendor Supplied Vehicles
  - All vendors must supply their own vehicles.
  - Vendors must carry appropriate insurance for their vehicles.
- Vehicle Expense
  - MARM does not reimburse vendors for any vehicle or mileage expenses.

- Vehicle Maintenance
  - Vendors are responsible for maintaining their own vehicles.
  - Vendor vehicles must maintain a reasonable appearance.
  - Continual mechanical problems with vehicles causing cancellation of tenant appointments can be the cause for removal from the MARM vendor program.
  - Unless it is necessary to park in the driveway to perform required work, vendors are to park in front of the property.
  - If a vendor's vehicle causes damage at one of our managed properties, such as an oil leak on a driveway, it is the vendor's responsibility to repair the damage immediately and at Vendor's cost.

## **Vendor Vacation**

- Vacation Notification
  - MARM requests that vendors notify MARM of scheduled vacations or times that you will be unavailable to work. MARM makes this request for scheduling or in the event of an emergency, disasters, or incomplete work requests.

## **Keys/Entry**

### **Vacant Properties**

- MARM uses a lockbox system on all vacant properties and vendors are to be responsible to the system:
  - Use the lockbox code or key issued.
  - When using the lockbox, do not leave the key in the door to prevent theft.
  - When finished with the lockbox, replace the key in the lockbox and close the lockbox so that it is completely locked.
  - If a vendor accidentally takes a key, they are required to return it to the lockbox immediately, or the Vendor may be charged for the cost to re-key the property.
  - Report any missing or malfunctioning lockboxes to MARM.

### **Occupied Properties**

- MARM does not issue keys to vendors when tenants occupy properties unless there are extenuating circumstances, such as an emergency/disaster.
- If this happens, MARM must authorize the vendor to pick up a key from the MARM office.
- If the vendor has obtained a key to an occupied property, it is the responsibility of the vendor to return all keys promptly to MARM when completing work and NOT to give the key to the tenant. If a key is not returned to MARM promptly, the Vendor may be charged for the cost to re-key the property.

- DO NOT ENTER property if children under the age of 18 are present and unsupervised by adults.

## Work Order Procedures

### **MARM Work Orders**

- MARM routinely issues work orders by emailing them to the vendor(s).
- Additionally MARM may issue a work order by phone or text message if the situation warrants a quick and immediate response.
- If MARM has issued a work order by telephone, the MARM office may also fax or email a work order to the vendor.
- MARM has a dollar limit for all work requests and we cannot exceed this amount without the homeowner's authorization.
- Vendors are to notify MARM immediately if the problem exceeds the authorized amount.
- The vendor is responsible for paying for all parts and materials required for the work order, unless a special arrangement has been authorized by MARM.
- MARM reimburses Vendors for parts and materials only when the vendor submits invoices for payment. Any work and/or materials that have not been ordered or authorized by MARM will NOT be reimbursed.
- MARM requests that a photograph showing completion of the work be sent upon notifying MARM of completion of work and/or submitting an invoice for payment.

# Policies Regarding Vendors Working with Tenants

## Appointments with tenants

- Making the tenant appointment
  - MARM informs tenants when taking / receiving a work order that a vendor will be contacting them directly.
  - MARM requires vendors to set specific appointment times with tenants after receiving a work order request.
  - If Vendors are having difficulty reaching a tenant, Vendors are to notify our MARM office and MARM will assist the Vendor in notifying the tenant.
  
- The appointment
  - Vendors are to be dressed appropriately for the work to be performed.
  - Vendors are encouraged, but not required, to wear clothing that identifies their company.
  - Vendors are to carry proper identification to show tenants, should the Tenant request a copy of the Vendor's identification.
  - Vendors are to arrive at the appointed time or within 10 minutes.
  - If Vendors experience a delay in arriving on time, they are to contact the Tenant directly. If they cannot reach the Tenant, they are to contact MARM to assist in making contact with the Tenant.
  - Vendors are to knock on the front door and/or ring the doorbell prior to entering a tenant's home.
  - Vendors are NOT to enter properties unless a resident is there and/or they have been given permission to enter, from either the Tenant or MARM.
  - ***Vendors are not to enter a property unless there is a responsible party present. A responsible party cannot be under the age of 18 years.***
  - If the Tenant fails to meet the appointment, Vendors are to notify the MARM office. MARM will contact the tenant to find out the reason for the cancelled / missed appointment and then will advise the Vendor.
  - If during a job at a property you determine that the repair was a result of the tenant's negligence or abuse, make sure that you give a detailed description of your observations / findings when you submit your invoice. If possible, please submit pictures as well.
  
- During the appointment
  - Vendors are to avoid moving tenant possessions unless it is necessary to perform the required maintenance. Vendors are to request the tenant to move their possessions whenever possible.
  - Vendors are to be courteous and professional at all times.
  - Vendors are to clean up after themselves on every job, everytime!

## Completing the appointment

- Vendor repairs communication with tenants:
  - Vendors are not to make comments on repairs, lack of repairs, or the condition of the property to tenants.
  - **Vendors are not to discuss the details of the repairs with the tenants or suggest other repairs with the tenants.**
  - Vendors are not to make any promises to tenants unless it is within the scope of the work order request.
- Additional work requested by tenants:
  - Vendors are to call MARM from the property, if it is necessary for MARM to clarify the details of the work that needs to be performed. Vendor shall also call MARM to request permission to perform additional maintenance that is necessary for the Vendor to solve the underlying maintenance issue.
  - MARM requests that vendors use their cell phones when calling from a tenant residence. However, if it is necessary to use the Tenant's telephone, the vendor is to request permission from the tenant prior to using a Tenant's telephone.
  - If tenants ever request other work, the vendor shall instruct the tenant to call MARM or visit our website and to place a work order.
- Tenant behavior
  - If tenants ever pose a threat to any of our Vendors, Vendors are to immediately leave the property and notify MARM just as soon as possible.

## Inability to complete work

- The vendor shall notify MARM immediately if there is a delay beyond the contractual time frame for the Vendor to complete a work order.
- MARM will then make a decision on the completion of the work request.

## Billing Procedures

### Payment Procedures

- Vendor Invoices/Billings
  - **MARM requires all invoices be turned in within 2 weeks (10 business days) upon completion of work. Invoices can be submitted to [Trista@MegaAgentRentals.com](mailto:Trista@MegaAgentRentals.com).**
  - The accounting department will issue funds to the vendor usually within 5 days of receipt of Invoice.
  - If there is a question about any bill / invoice submitted by a Vendor, MARM will contact the Vendor for clarification.
  - MARM reserves the right to reject invoices submitted outside of a 2 week invoice, post completion of all work, submission period.

- Please submit photos of the work performed, “*before and after*”, when you submit your invoice.
- Disbursement of vendor payments
  - It is the MARM policy to pay vendors promptly.
  - If you have contracted directly through an Owner of a MARM managed property, you may need to direct questions regarding payment directly to the Owner of the property. Vendors are encouraged to make all estimates clear as to when and how payments are to be made to Vendor.
  - MARM does not pay vendors in cash and MARM cannot make payments if funds are unavailable in an owner’s account.
  - MARM prefers to pay vendors by ACH (e-Payment); however, we will issue a physical check upon request.

## **Year End Procedures**

- IRS Form 1099 Miscellaneous
  - MARM issues the Internal Revenue Service Form 1099-MISC to all vendors who are paid over \$600.00 during the calendar year.
  - It is the vendor’s responsibility to report any discrepancies found on any Form 1099-MISC to MARM as soon as possible so that MARM can correct the 1099. Should there be an error in the Vendor’s 1099 issued by MARM, we will promptly submit a corrected 1099 to the IRS.

## **Conclusion**

We hope that you have found this Vendor Guide useful and informative. Please let us know if there are questions or concerns after you have reviewed this information. Our hope is that this Vendor Guide will clarify the working relationship between Vendor and MARM so that we can prevent unwarranted misconceptions or problems.

We look forward to working with you. We want to remind you to fill out all of the required forms so there are no delays in payments. We are always happy to help you anytime.

## ACKNOWLEDGEMENT

I agree to the terms and conditions found within MARM's Vendor Agreement and I have received, read and understood a copy of MARM's Vendor Guide. I further understand that I must sign other required forms including a Vendor / Subcontractor Agreement as well as this Vendor Guide.

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Printed Vendor Name

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Authorized Signature

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Date

## Vendor Services Agreement

This Agreement (“Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, is entered into between Mega Agent Rental Management LLC (“MARM”, “we” or “us”), an Alabama limited liability company with a business address is 2635 Valleydale Road, Suite 200, Birmingham, AL 35244, and/or its affiliates and \_\_\_\_\_ (“you” “Vendor”), whose address is \_\_\_\_\_.

You are being contracted to perform certain labor, material equipment and/or services (*collectively hereafter “services”*) on behalf of property owners (*also referred to as “customers” herein*) of MARM managed properties. Mega Agent Rental Management LLC is not owner of any properties for which you will be contracted. Rather, Mega Agent Rental Management LLC acts solely as an agent for the Owners of each property they manage and engage all vendors on behalf of the Owners and not on behalf of Mega Agent Rental Management LLC. Ultimately, the responsibility for all payments and debts incurred by a job / property, related to your services, rest with the property Owner.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

- **Duties:** Vendor shall provide pricing and work approval prior to commencement of any work. Neither we nor our clients (*i.e., the ownership entities of owned or managed properties, including their officers, directors, partners, members, employees and managers*) will supervise any of your employees or any aspects of the Services you provide. You must provide all supervision, labor, equipment, materials, and supplies. You agree to use materials, products, and equipment approved by our customer(s) for the Services, and you agree to keep such equipment in satisfactory condition and in safe-working order. You are an **independent contractor** and not an employee or partner of MARM. If any work is performed and deemed unacceptable by MARM or the owner of the property, you will immediately correct the work without charge. You will replace any employee upon the request of our customer and you will do so within 24 hours of receiving the request to do so.

- **Vendor’s Obligations:** In accordance with applicable law, you agree to obtain any necessary licenses or permits required to legally perform the duties under this Agreement; comply with all federal, state, and local employment laws regarding payroll tax, withholding and reporting requirements for all individuals who provide services in connection with this Agreement and all safety and employment laws, rules and regulations; and complete an Employment Eligibility Verification Form from the Department of Homeland Security, also known as Form I-9, for each person who performs work for you. The Vendor shall comply with the Immigration Reform and Control Act of 1986 (“IRCA”) in all respects for each employee who performs work pursuant to or in the furtherance of this Agreement. The Vendor warrants that an authorized representative of the Vendor has (1) verified that the employee is legally authorized to work in the United States for the duration of all services provided to the Owner and/or Owner’s Agents; (2) required the employee to complete and execute Section 1 of the DHS Form I-9; and (3) completed and



executed Section 2 of the DHS Form I-9. The Vendor further agrees to indemnify, defend and save Owner and/or Owner's Agents from and against any and all claims, losses, costs, and liabilities arising out of the Vendor's failure to comply with this provision. You will also allow us access, on reasonable notice, to audit any and all of your records to insure compliance with the foregoing. Failure to comply will constitute a default hereunder.

Vendor agrees that all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA").

## **EXPECTATIONS**

● Vendor will contact a MARM representative if any job / repair will exceed \$250 in total cost. MARM must get property owners approval for all work more than \$250 before Vendor may continue or complete work. If MARM is not contacted in this instance and work continues and/or is completed and the invoice is greater than \$250, then the Vendor agrees to absorb any cost greater than \$250.

INITIALS: \_\_\_\_\_

- Vendor and its employees shall show identification to our clients (*i.e., all tenants and owners*) on the property prior to entry.
- Do not enter a property without authorization and never enter a property where any person under 19 is the only other person present at the home.
- Any keys issued to Vendor must be returned to Mega Agent Rental Management LLC within 24 hours.
- Do not promise any tenant to return or repair items which have not already been authorized by Mega Agent Rental Management LLC or the property owner.
- ALL INVOICES AND ANY PRE- AND POST-SERVICE PHOTOGRAPHS MUST BE SUBMITTED WITHIN 2 WEEKS OF COMPLETION OF WORK.
- All invoices shall contain the property address, description of work done and amount of repair.
- Vendor is responsible for payment for materials purchased by the Vendor and any subcontractors hired by the Vendor.
- Non-Emergency Calls - follow up with resident within 24 hours of assignment (*48 hours if work order is received on a Saturday*).
- Emergency Calls - follow up with residents within 2 to 8 hours of assignment regardless of day of the week.
- Vendor and its employees are expected to be professional and courteous at all times and are prohibited from any of the following:
  - a. foul language
  - b. No smoking inside or outside of property where you are performing services under this agreement.
  - c. use of the tenant's radios and/or televisions
  - d. leaving any trash or waste generated by Vendor, including cigarette butts, bottles, bags and/or cans.

## INSURANCE REQUIREMENTS

During the term of this Agreement, you must purchase and maintain the insurance coverage specified below.

Concurrently with execution of this Agreement, you shall provide us with certificates of insurance evidencing the insurance required pursuant to this section, together with complete copies of all insurance policies – including all endorsements - required to be carried by you. All insurance shall be placed with insurance companies acceptable to us licensed to do business in the State where the Services are performed and include all of the requirements set forth in this section. All insurance companies must have an *AM Best's* rating of at least “A- VII” or better. All approved Vendors that you retain under this Agreement shall also be required to obtain and maintain the type of insurance coverage required by this section, which is approved by us.

Prior to the commencement of the Services, you shall obtain and maintain or cause to be obtained and maintained the following insurance, in amounts not less than those specified below:

(1) Workers' Compensation insurance in accordance with and if required by the laws of the State in which your employees engage in Services under this Agreement. The policy shall contain a Waiver of Subrogation endorsement in favor of us.

(2) Employer's Liability insurance in an amount not less than \$100,000 each accident, \$100,000 each disease, \$200,000 in the aggregate for each state in which your employees engage in Services under this Agreement.

(3) Comprehensive General Liability (CGL) on ISO Form CG.00 01:12 04 with limits of liability of not less than:

i. Each Occurrence:	\$1,000,000
ii. Each Offense:	\$1,000,000
iii. General Aggregate:	\$1,000,000
iv. Product-completed Operation Aggregate:	\$1,000,000
v. Fire Damage (any one person):	\$50,000
vi. Medical Expense (any one person):	\$5,000

These amounts are subject to increase as required by our property owners and clients.

The CGL policy shall contain either by inclusion in the form or by separate endorsement the following coverages:

- Product-Completed Operations Hazard (to be maintained 2 years beyond completion of the Services);
- Blanket Contractual Coverage (including coverage for the indemnity clauses provided under this Agreement);
- Broad Form Property Damage Liability;
- Personal Injury Liability with employee and contractual exclusion deleted;
- Independent Contractors Liability;

- Waiver of Subrogation in favor of us – ISO form CG 24 04 11 85 or equivalent;
- The policy shall be endorsed, via CG 20 33 07 04 and CB 20 37 07 04 or equivalent providing both Ongoing and Completed Operations, to add as an Additional Insured without restriction and to include coverage for premises, operations, and products-completed operations (to be maintained 2 years beyond completion of the Services) and must include the following language:

**Section II – Who is An Insured is amended to include as additional insureds:**  
MEGA AGENT RENTAL MANAGEMENT LLC, THE OWNERSHIP ENTITIES OR INDIVIDUALS OF THEIR OWNED OR MANAGED PROPERTIES INCLUDING THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES AND MANAGERS **with respect to liability for “bodily injury”, or “property damage” or “personal and advertising injury” caused whole or in part by the acts or omissions of either you or the additional insureds.**

- Other insurance clause modified so that your policy is primary and non-contributory to any of our valid and collectible policies. It is further understood and agreed that any policies maintained by or in our name on our own behalf, or by our clients on their own behalf, shall be excess only over any valid and collectible insurance maintained by you on your own behalf and on behalf of us and our clients.

All insurance required to be maintained by this provision shall be subject to the following notice provision:

This insurance shall not be cancelled, materially changed or allowed to expire without at least thirty (30) days advance written notice to us/Additional Insured at Mega Agent Rental Management LLC’s current address. The current address of Mega Agent Rental Management LLC is:

Mega Agent Rental Management LLC  
2635 Valleydale Road, Suite 200  
Birmingham, AL 35244.

All insurance policies shall be written on “an occurrence basis.” If, however, any policies are written on a “claims made” basis, the retroactive date shall coincide with or precede the date on which you first commenced the Services. You shall ensure that such policies are maintained in full force and effect by you and any authorized Vendors for at least two (2) consecutive years following completion of the Services. In the event any such policies of “claims made” insurance is terminated, you shall purchase extended reporting provisions to report claims arising hereunder for a period of at least two (2) years thereafter.

No policies may be cancelled or materially revised without our prior written approval. Coverage specified in this section is for minimum amounts only and is not a warranty of the adequacy of such coverage. You must secure and pay all premiums on all insurance coverage required by federal, state, and local law. You must immediately notify us of any injury or claim against you and/or us arising out of your performance of the Services, and provide us with copies of all

relevant documents, including but not limited to all summonses and complaints asserting such claims. Should your aggregate limits of liability be reduced due to loss from claims, you must reinstate or cause the aggregate limits to be reinstated to the minimum amounts specified in this section.

Any additional insurance that may be required for any specific job shall comply with the requirements of this Agreement.

In the event that you fail or neglect to obtain, maintain or renew the required insurance as specified in this section and fail or neglect to furnish evidence thereof to us and provide us with the Certificates of insurance and copies of policies as required hereunder, we shall have (a) the right, but not the obligation, to procure the above-described insurance and reduce your charges for Services by the cost thereof; or (b) deem your failure or neglect as a material breach of this Contract.

The required coverage, provisions, and limitations of this provision shall not limit your liability, and we, at our discretion, may increase the minimum limits of liability for those insurance policies that you are required to maintain during the term of this Agreement.

## TERMS

**Independent Contractor:** In the performance of this Agreement, you shall be at all times an **INDEPENDENT CONTRACTOR**. Nothing in this Agreement between Vendor and MARM shall be deemed to constitute a partnership, joint venture or other similar relationship, and you agree not to make any contrary assertion, claim or counterclaim in any action, suit or other legal proceeding involving you and MARM. You are responsible for all losses, damages, judgments, liabilities, claims, injuries, costs, and expenses arising directly or indirectly from the ownership and operation of your business, your motor vehicles, your property, and your performance of the Agreement. You are not authorized to contract on our behalf, to bind us or any of the owners of our managed properties in any manner, or to hold yourself out as anything but an independent contractor. You have full responsibility for all debts and obligations of your business. It is specifically understood that you will maintain all payroll records for your employees and that we will not do so. Vendor understands and agrees that if Vendor suffers any injury, damage, or loss while working as an independent contractor under this agreement, Vendor will not be covered for such injury etc. under any Workers Compensation insurance policy that may or may not be owned by MARM, its affiliated partners or any owner of its managed properties. Vendor is responsible for obtaining any Workers Compensation insurance on Vendor's own behalf. You agree to do business only under your own corporate name as our Vendor and that you have not been licensed to use the MARM name.

**Defense and Indemnification.** You shall, at your own cost and expense, defend us (MARM) and our customer (*i.e., ownership individuals / entities of our owned or managed properties*) and both our and our customer's respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns ("Indemnified Parties") from and against all allegations (*even if such allegations may be later proven false, fraudulent or groundless*) asserted in any and all claims reasonably related to Services you provided or failed

to provide under this Agreement, regardless of whether your indemnity obligations, specified below, ultimately apply and regardless of whether the allegations are directed solely against one or more of the Indemnified Parties.

To the fullest extent permitted by applicable law, you shall indemnify and hold harmless the Indemnified Parties from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, assessments, awards, deficiencies, judgments, settlements, and penalties, including, without limitation, costs, and expenses whatsoever (*including without limitation attorneys' consultants' and other professional fees and disbursements*) incident thereto (collectively "Losses"), arising out of, based upon, occasioned by or in connection with:

- (1) Your performance of (*or failure to perform*) your duties under this Agreement.
- (2) A violation of any law or any negligence, gross negligence or willful misconduct by you or your affiliates, Vendors, agents or employees during either your performance of your duties under this Agreement or otherwise while you are on the property of one of our clients.
- (3) Damage to property and injuries, including without limitation death, to all persons, arising from any occurrence caused by any act or omission of you or your personnel related to the performance of this Agreement.
- (4) Personal Injury to you, your employees and any subcontractor or independent contractor working on your behalf.
- (5) Your breach of any of the representations, warranties covenants or obligations contained in this Agreement.
- (6) You or your personnel being declared to have "*common law*" or "*employee*" status with respect to the Services performed under this Agreement.
- (7) Your failure (i) to provide any legally required employee-related benefits applicable to your personnel performing Services under this Agreement, or (ii) to withhold and/or remit all amounts required by applicable law, rule, regulation, or policy, including but not limited to withholdings for Federal Insurance Contributions Act ("FICA"), Federal Unemployment Tax Act ("FUTA"), unemployment insurance, workers compensations insurance, disability, pension, income tax and health insurance purposes; or
- (8) The infringement of the propriety rights of ours, our clients or any third party.

The indemnification obligation specified in this section shall be construed so as to extend to all legal, defense and investigation costs, as well as other costs, expenses, and liabilities incurred, by any Indemnified Party to enforce its rights to either defense or indemnification under this section, including, without limitation, attorneys' fees, associated with any actions, including arbitrations and any appeal actions (*regardless of which party initiates the appeal*), an Indemnified Party initiates to enforce its rights to either defense or indemnification under this section, as well as other costs, expenses, settlements and liabilities incurred by the Indemnified Parties, including but not limited to interest, penalties, and fees of attorneys, consultants, accountants and other professionals (*including expenses*), from and after the time when any Indemnified Party receives notification (*whether verbal or written*) that a claim or demand has been made or is to be or may be made. Where the Indemnified Parties have settled a claim (*regardless of whether the claim is in suit*), they shall be entitled to indemnification for the entire amount of the settlement (*i.e., you agree not to dispute the reasonableness of the settlement*

*amount*) so long as you were given notice of the proposed settlement at least thirty (30) days prior to the settlement.

Pursuant to the indemnification obligation specified in this section, you agree to indemnify and hold harmless the Indemnified Parties regardless of whether the Losses were caused in whole or in part by the Indemnified Parties' violation of any law or negligence (*excluding gross negligence or willful misconduct*), including but not limited to business invitee premises liability. For the avoidance of doubt, you are obligated to indemnify us under this section even if we are negligent (partially or solely) in causing the Losses.

**Term:** The initial term of this agreement is one year commencing from the date of execution. This agreement shall automatically renew for successive one-year periods, unless either party provides notice to the other of its intent to terminate this agreement prior to the end of term in writing.

**Termination:** Mega Agent Rental Management LLC shall have the exclusive right, at any time and for any reason (*with or without cause*), to terminate this Agreement without penalty, and without prejudice to any other rights or remedies that Mega Agent Rental Management LLC may have, upon delivery of written notice of such termination to Vendor. Upon receipt of such notice, Vendor shall discontinue its performance of the Services as promptly as is reasonably possible and shall not incur hereunder, or bill Mega Agent Rental Management LLC for, further charges. Unless Vendor is in breach of this Agreement, Mega Agent Rental Management LLC shall remain obligated to compensate Vendor for then-outstanding sums for Services performed in accordance with this Agreement prior to termination.

**Assignment:** We may assign this Agreement without prior notice to you. You may not assign this Agreement.

**Right to Offset:** We may withhold from payment owed to you any amount due to us from you under the indemnification provision, any other provision of this Agreement, or due to a breach of this Agreement in the performance of this agreement or as to any breach of a duty to indemnify.

**Damage Limitation:** In no event shall we be liable for consequential, incidental, or special damages, including without limitation and delay damages, lost opportunity damages or lost profits, incurred by you or your affiliates, Vendors, agents, or employees in connection with this Agreement.

**Venue / Governing Law:** Shelby County, Alabama will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Alabama.

**Descriptive Headings:** Descriptive headings are *for convenience only and shall not control or affect the meaning or construction of* any provision of this Agreement.



# VENDOR AGREEMENT

**Miscellaneous:** If any sentence, paragraph, section or provision in this Agreement for any reason is deemed illegal or otherwise unenforceable, then the validity of the remaining sentences, paragraphs or provisions shall not be affected; and this Agreement shall be construed as if such provision had never been a part of it. Any provisions of this Agreement that may be reasonably interpreted to impose any obligation after termination or expiration upon you or us shall survive such termination or expiration and be binding upon you and us. This Agreement contains the entire agreement of the parties. No promises, inducements or representations not contained in this Agreement shall be of any force or effect or binding upon you or us. Any pre-printed terms or conditions which appear on an invoice from you shall be of no force and effect and shall be expressly superseded by the terms of this Agreement. Any modifications, changes, or variances to this Agreement made by you shall be void and of no effect unless made in writing and signed by us.

The parties hereto have caused this Agreement to be executed by their authorized representatives and represent that they have full authority to enter into this Agreement.

**You: VENDOR**

**Us: MEGA AGENT RENTAL MANAGEMENT**

\_\_\_\_\_  
Printed Business Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



## PERMISSION TO RELEASE INSURANCE INFORMATION

I, \_\_\_\_\_  
(print Vendor name and address), hereby authorize \_\_\_\_\_ (print name  
of Vendor's insurance agent) to provide a complete copy of my General Commercial Liability  
and all endorsements as well as a current Certificate of Liability Insurance to the following:

### EMAIL

[Trista@MegaAgentRentals.com](mailto:Trista@MegaAgentRentals.com)

### MAIL

Mega Agent Rental Management LLC  
Attn: Compliance Dept.  
2635 Valleydale Road, Suite 200  
Birmingham, AL 35244

This authorization/request shall be valid as to all additions, revisions, deletions, endorsements,  
etc. to the policy, as well as all renewal policies as they become effective.

\_\_\_\_\_  
(vendor signature)

\_\_\_\_\_  
(date)



## ACCOUNT SETUP INFORMATION

Company Name (same as W9): \_\_\_\_\_

Company Contact: \_\_\_\_\_

Name on Check: \_\_\_\_\_

Direct Deposit Information **PLEASE INCLUDE A VOIDED CHECK WITH APPLICATION**

Driver's License Number / State \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Business Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Type of work performed: \_\_\_\_\_

How long has your company been in business? \_\_\_\_\_ years

With the same License Number? \_\_\_\_\_ years

Will you provide a one year warranty on all labor and workmanship? \_\_\_ Yes \_\_\_ No



**ACH DIRECT DEPOSIT FOR VENDORS**

**Property Management Division, Mega Agent Rental Management, LLC**

I, \_\_\_\_\_ give Mega Agent Rental Management, LLC permission to “direct deposit” the payment for my work into my checking account at:

\_\_\_\_\_ (Bank/Credit Union). My bank

routing number is \_\_\_\_\_ and my checking account

number is \_\_\_\_\_. I have included a voided check for the account listed above where I would like my funds to be deposited.

\_\_\_\_\_  
**Vendor Name (Please print)**

\_\_\_\_\_  
**Vendor Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Vendor Address**

2635 Valleydale Road, Suite 200, Birmingham, Alabama 35244

Office: (205) 267-1520 Fax: (205) 267-1519

[www.MegaAgentRentals.com](http://www.MegaAgentRentals.com)

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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. 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 correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*