



## New Vendor Package

Accelerated Association Management Company, LLC, and the HOAs we service, take pride in working with quality and reliable service partners to enhance the values of our properties and provide a good living environment for our homeowners. We look forward to developing a working relationship with you and thank you for your interest in becoming a supplier. Please complete the following steps to become an eligible vendor for Accelerated Association Management Company, LLC. We kindly ask that you do not submit incomplete supplier packets as they will not be accepted.

### The vendor packet must include:

- ☐ New Vendor Package cover page with all applicable items checked
- ☐ Completed supplier agreement with sign and date (each page initialed)
- ☐ Completed W-9 with signature, date, and remittance address (Name on W9 should match insurance and Supplier's Agreement)
- ☐ Copies of applicable licenses (Example: a plumber will require a plumber's license)
- ☐ Completed Certificate of Insurance with the following endorsement: *Accelerated Association Management Company, its affiliates, and the ownership entities of their managed communities are included as additional insureds on the general liability policy.* (On-site vendors only. See attached example.)

Vendor Details	
HOA Name(s):	
Vendor's Full Name:	
Vendor's Federal ID# or SSN#:	
Vendor's Payment Address:	
Contact Name:	
Office Phone:	Mobile Phone:
Fax:	Email:

Vendor Products/Services (Select One)		
<input type="checkbox"/>	Vendor performs services at the community	<b>COI required</b>
<input type="checkbox"/>	Products/Monitoring only (vendor never comes on site)	COI optional
<input type="checkbox"/>	Vendor delivers goods to the community	COI optional



## HOA MANAGEMENT SUPPLIER AGREEMENT

This HOA Management Supplier Agreement ("Agreement") is entered into by and between Accelerated Association Management Company, LLC, a Texas limited liability company ("AAMC"), and \_\_\_\_\_ ("Supplier").

AAMC acts solely as managing agent for various homeowner associations ("HOA" or "HOAs") pursuant to written management agreements. Supplier agrees to provide goods and/or services to HOAs managed by AAMC, subject to the following terms:

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### 1. Relationship of the Parties

Supplier is an independent contractor and not an employee, agent, partner, or joint venturer of AAMC or any HOA.

Supplier acknowledges:

AAMC acts solely as managing agent for HOAs.

AAMC shall have no liability for any obligations of any HOA.

Supplier shall look solely to the applicable HOA for payment.

AAMC is not a guarantor of any HOA indebtedness.

No employee benefits, tax withholding, or insurance coverage will be provided by AAMC or any HOA.

Supplier has no authority to bind AAMC or any HOA.

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### 2. Supplier Requirements

Prior to performing services, Supplier must provide:

Completed IRS Form W-9

All required licenses and permits

Certificates of Insurance meeting the requirements below

Additional insured endorsements as required

Any subcontractor insurance documentation

Failure to maintain required documentation may result in suspension or termination of approved vendor status.

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### 3. Insurance Requirements

Supplier shall maintain, during performance and for one (1) year thereafter, insurance coverage as follows:

(a) Workers' Compensation

Statutory limits per state law

Required for all employees

Independent contractors must provide proof of coverage or signed waiver form

(b) Employer's Liability

\$1,000,000 per occurrence

(c) Commercial General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

Must include:

Contractual liability

Premises/operations

Products/completed operations

(d) Automobile Liability



\$1,000,000 combined single limit

(e) Umbrella / Excess Liability

\$1,000,000 minimum

Follow-form coverage

Additional Requirements:

AAMC, its affiliates, and applicable HOAs must be named as Additional Insureds (except Workers' Comp)

Coverage must be primary and non-contributory

Waiver of subrogation in favor of AAMC and HOAs

Carriers rated A-, IX or better by A.M. Best

30 days' prior written notice of cancellation or non-renewal

Coverage applies to subcontractors

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#### 4. Supplier Property

Supplier is responsible for insuring all tools, materials, equipment, and employee property brought onto HOA property.

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#### 5. Background Screening

Supplier agrees to conduct commercially reasonable background screening of employees and subcontractors performing work within community boundaries.

Supplier shall not assign individuals with violent, sexual, or other disqualifying criminal histories, including but not limited to:

Sexual assault

Indecency with a child

Molestation

Kidnapping

Murder

Supplier shall comply with all applicable employment and immigration laws.

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#### 6. Fair Housing Compliance

Supplier shall comply with all federal, state, and local Fair Housing laws and shall not discriminate based on:

Race

Color

Religion

Sex

National origin

Familial status

Disability

Violation of Fair Housing obligations is grounds for immediate termination.

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#### 7. Service Standards

Supplier shall:

Perform services in a timely, workmanlike manner

Comply with all federal, state, and local laws

Maintain required licenses and permits

Adhere to ethical standards

Not offer or accept bribes or financial inducements

Comply with environmental, safety, and signage laws

Supplier Initials \_\_\_\_\_

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#### 8. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AAMC, ITS AFFILIATES, HOAs, AND THEIR OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO:

Work performed by Supplier

Materials supplied by Supplier

Negligence, breach, or wrongful acts of Supplier

Acts or omissions of Supplier's subcontractors or employees

This obligation does not apply to claims arising solely from the gross negligence or willful misconduct of the Indemnified Parties.

This indemnification survives termination of this Agreement.

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#### 9. Anti-Corruption Compliance

Supplier represents and warrants compliance with all applicable anti-corruption laws and agrees not to:

Offer or accept bribes

Provide unlawful payments

Influence government officials improperly

Provide improper financial advantages

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#### 10. OFAC Compliance

Supplier represents it is not:

Listed on OFAC sanctions lists

A Specially Designated National (SDN)

Subject to U.S. economic sanctions

Owned or controlled by a sanctioned entity

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#### 11. Severability

If any provision is held unenforceable, the remaining provisions remain in full force and effect.

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#### 12. Attorney's Fees

The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorney's fees and costs.

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#### 13. Governing Law and Venue

This Agreement shall be governed by Texas law.

If AAMC or its affiliates are named as a party to any dispute, venue shall lie exclusively in state or federal courts located in Tarrant County, Texas.

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#### 14. Assignment

Supplier may not assign this Agreement without prior written consent of AAMC.

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#### 15. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes prior agreements.

This Agreement supplements (but does not replace) any construction contract executed directly between Supplier and an HOA.



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#### 16. Third-Party Beneficiaries

All HOAs managed by AAMC are intended third-party beneficiaries of this Agreement and may enforce its provisions.

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#### **SIGNATURES**

*Supplier:*

*Name:* \_\_\_\_\_

*Company:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

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

*Accelerated Association Management Company, LLC*

*By:* \_\_\_\_\_

*Title:* \_\_\_\_\_

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

