



Dear New Vendor:

To enable our company to use your services for our clients' homes we require the following information. Please complete as needed and return to us at your earliest convenience. We cannot use your services until these forms are on file at our office.

- Information and Work Standards for Vendors Agreement (enclosed)
- Texas Department of Insurance, Division of Workers' Compensation Joint Agreement to Affirm Independent Relationship Waiver (enclosed)
- IRS Form W-9 (enclosed)
- Vendor Authorization Agreement for ACH Direct Credit (if you wish to be paid by ACH instead of check) (enclosed)
- General Liability Insurance Coverage
- Business license (if required) to do business in the state of Texas
- Workman's Compensation Insurance (if required)

Please contact Judy Wyble at (832) 487-0021 or ap@terraresidential.com if you have any questions.

Thank you,

TERRA RESIDENTIAL SERVICES, INC.



terraresidential.com

9977 W. Sam Houston Parkway North Suite 160 Houston, TX 77064 • (713) 895-9966 • FAX (713) 895-9320





Information and Work Standards for Vendors Agreement

Terra Residential Services, Inc., hereinafter referred to as "TRS", and the undersigned Independent Contractor, hereinafter referred to as "IC" agree that these are the policies and procedures that will be performed when TRS agrees to use IC to service the properties TRS manages on behalf of the owners of the properties.

Following is necessary information regarding insurance, communications, invoicing, payment methods and schedules, etc.

Reaching TRS

- Address: 9977 W. Sam Houston Pkwy. N, Suite 160
Houston, TX 77064
- Telephone Number: (713) 895-9966 or the direct line number for the staff member you are dealing with.
- Email: ap@terraresidential.com

Insurance Requirements

- **General Liability Insurance.** TRS requires a copy of IC's general liability insurance. Have your insurance company forward a copy to TRS and insure that TRS is on the notification list for any and all cancellations, amendments, and renewals.
- **Workman's Compensation Insurance:** TRS requires a copy of any and all Workmen's Compensation Insurance that IC maintains.
- **Texas Workers' Compensation Commission Joint Agreement to Affirm Independent Relationship Waiver:** TRS requires a filled out and signed copy of this form. This form will need to be renewed annually.
- **IRS Form W-9:** ICs are required to provide a signed W-9.

Information and Work Standards for Vendors Agreement (continued....)

Work Orders

- **Rentvine online portal:** All workorders will be generated by either the tenant or the property management team inside our software called Rentvine. You will receive a notification/invite to join Rentvine from us after the vendor package is returned with all the pertinent information completed. This will be the primary method of receiving, scheduling, and communicating work orders.
- **Preferred communication method** will be through the Rentvine online portal. This will provide easier, faster, and less confusing communications with each other. Any telephone calls need to be followed up with a written confirmation.
- **Pre-Approval Limits:** Any work order over **\$200.00 will need prior approval** from TRS **or it will not be paid**. This is an agreement that TRS maintains with all property owners, is extremely important, and will not be waived for any reason. Some work orders will require multiple bids; others can be approved with a simple communication once TRS receives an estimate.

Time Frames for Work

- **Initial Contact:** Tenants are to be contacted within the same day that TRS assigns the work order to IC.
- **Completion:** Normal tenant work orders should be completed within five (5) days from the date of acceptance. If the scope of work, IC work schedule, or lack of communication from the tenant does not permit IC to complete the work in this time frame, IC is to contact TRS immediately to discuss options.

Appointments

- **Work orders for vacant properties** will have lock boxes on them for IC use.
- **Work orders for occupied properties** will go through Rentvine. Tenants understand that IC will be making appointments directly with them via telephone or the Chat feature within the work order. Tenants have also been informed that except in the case of an emergency, most of our ICs work during normal business hours. IC is free to make appointments with tenants whenever it is convenient for both parties. Only in the case of emergencies or with prior approval from TRS will extra charges such as overtime, weekend, holiday, etc. apply. If IC cannot reach the Tenant within 24 hours for an appointment, please notify TRS so that we can assist. If parts needed will cause a delay in completing the project, IC must contact TRS to explain the reason. IC is welcome to charge tenants for missed appointments.

On Site Procedures

- **Upon completion** of work, IC should leave the work area clean and free of debris and are to remove any debris from the property. Do not leave any trash in the tenant's or property's trash bins. Any costs to clean or remove any contractors' debris will be deducted from the most recent invoice.

Information and Work Standards for Vendors Agreement (continued....)

- **Pictures, Estimates, Bids, Invoices** can all be uploaded and attached to the work order within Rentvine.
- **Additional work** requested by the owner, Tenant, or any other person must be pre-approved by TRS. **Any work that has not been authorized will not be paid.**
- **Tenant Payments:** At no time is IC to accept or demand payment from Tenant on work authorized by TRS. All tenants have been notified that they are not to pay ICs directly for work authorized by TRS.
- **Problems and Options:** ICs are contracted by TRS and represent TRS and the owner of the property, not the tenant. **DO NOT DISCUSS OPTIONS OR BIDS WITH ANY TENANT.** Doing this frequently results in problems and disputes, as the owner or TRS may decide to proceed differently from what the tenant may desire or expect. Repeated violations of this may result in termination or using another IC to complete the work order.
- **Reviews:** IC understands that all completed work orders on Tenant occupied properties will have a review request sent to the tenant. ICs receiving too many negative reviews will be subject to termination.
- **On single issue work orders** where IC is the only vendor on this issue, IC is required to complete the work order by completing the Rentvine work order or contacting TRS.
- **On multiple issue work orders** where there will be multiple trips to the property or IC is one of multiple vendors, contact TRS. Completing part of a multi part work order or completing a work order too soon will generate the review request to the tenant – who will always reply with a bad review for the job not being completed.

Invoices

- **Service Property Address:** Please prominently display the service property address on any invoice. This is more important than the work order number.
- **Itemize** all invoices **in detail** by parts, labor, and work done (example: Color of paint used, how much, color of carpet, thickness of carpet pad, type of shingles, any warranties included, etc.) Although IC may have previously submitted a bid with this information, these invoices are provided to owners and need to be self-explanatory. Write service property addresses and work order numbers on completed invoices and attention all invoices and bids/proposals to ap@terraresidential.com or upload to the Rentvine portal.
- **Payment Schedule:** ICs payments are available twice a month, typically on the 10th and the 25th of the month. **Invoices need to be to TRS prior to 5:00 PM on the 3rd or the 18th to have checks available by the 10th or the 25th.** The only exceptions to the 10th and the 25th of the month is if those days are a weekend or a holiday at which time checks will be available on the next business day.
- **Delivery of Invoices:** Email all invoices to ap@terraresidential.com or upload invoices to the Rentvine portal.

Information and Work Standards for Vendors Agreement (continued....)

- **Prompt Delivery of Invoices** is important as each job is completed. It takes time for TRS to properly process invoices, especially if they have multiple types of work performed. **If ICs submit all invoices on the cut off day, it could result in delaying payment until next pay period.**

- **Any invoice submitted more than thirty (30) days after the work has been completed may result in a delay in payment, or it may not be paid if TRS no longer manages the property.**

- **Payment Methods:** IC may fill out and submit the attached Vendor Authorization Agreement for ACH Direct Credit and IC will be paid by ACH. IC will receive an email when the ACH is generated that will detail what invoices and the payment amounts to be included on that ACH. ACH takes one or 2 days to be deposited into your bank account from generation. Otherwise, checks will be mailed on the above days unless TRS is informed that IC wishes to pick up payments from the TRS office. Checks are typically ready to be picked up by 1:00pm on those days.

Indemnification

The IC shall indemnify and hold TRS and its clients harmless from any and all liability or damage that TRS or its clients may suffer as a result of any and all claims, demands, costs or judgments, (including all attorney's fees) made against them in connection with the hiring by TRS of IC for any and all work done on TRS' managed properties.

It is very important that these policies be understood and implemented. ***IC is responsible for ensuring that all persons providing work or services for IC under this agreement read, understand, and adhere to these policies.*** They are made to ensure the quality of service TRS clients and tenants are entitled to as well as ensuring TRS uses quality ICs that are paid timely. Future work may not be assigned to an IC who fails to abide by these responsibilities.

Read and accepted this date: _____.

TERRA RESIDENTIAL SERVICES, INC. INDEPENDENT CONTRACTOR

Company Name

By: _____

Michael C. Mengden, Broker

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)
7551 Metro Center Drive, Suite 100
Austin, Texas 78744

DO NOT SEND THIS AGREEMENT TO TDI-DWC

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK BOX OF STATEMENT THAT APPLIES

**JOINT AGREEMENT TO AFFIRM INDEPENDENT
RELATIONSHIP FOR CERTAIN BUILDING
AND CONSTRUCTION WORKERS**

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS AGREEMENT APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR UNTIL THE FIRST ANNIVERSARY OF THE DATE THE AGREEMENT WAS FILED WITH THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER, UNLESS A SUBSEQUENT HIRING AGREEMENT EXPRESSLY STATES THE AGREEMENT DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS AGREEMENT DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO DIVISION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

**AGREEMENT TO ESTABLISH EMPLOYER-
EMPLOYEE RELATIONSHIP FOR CERTAIN
BUILDING AND CONSTRUCTION WORKERS**

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor will withhold will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: FROM: _____
TO: _____

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

76-0302110

Federal Tax I.D. Number

9977 W. Sam Houston Pkwy N., Ste 160

Address (Street)

Houston, TX 77064

Address (City, State, Zip)

Signature of Hiring Contractor

Date

Terra Residential Services, Inc.

Printed Name of the Hiring Contractor

Independent Contractor's Affirmation

Federal Tax I.D. Number

Address (Street)

Address (City, State, Zip)

Signature of Independent Contractor

Date

Printed Name of the Independent Contractor

The Hiring Contractor must retain the original. A legible copy of this agreement must be filed with the hiring contractor's workers' compensation insurance carrier within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. The Independent Contractor should also retain a copy of the agreement.



Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
		2 Business name/disregarded entity name, if different from above	
		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: 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 not 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
		5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
		6 City, state, and ZIP code	
		7 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.

Social security number
or
Employer identification number

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.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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.

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.

VENDOR AUTHORIZATION AGREEMENT FOR ACH DIRECT CREDIT

I hereby authorize TERRA RESIDENTIAL SERVICES, INC., hereinafter called Company, to initiate ACH credit entries (e-check) to my (our) account indicated below at the depository named below, hereinafter called Depository.

New Authorization

Change to existing Authorization

Name on Account _____

Bank Name: _____

City/St: _____ Zip: _____

Transit Routing No. (ABA): _____

Account No.: _____

Type of Account: Checking Savings

This authority will remain in full force and effect until Company has received notification from the undersigned (or either of them, if more than one), **in writing**, in such time and such manner as to afford Company and Depository a reasonable time to act on it.

Vendor Name

Signature

Date

Instructions: Please complete the above requested information. **Name on Account** should be identical to the records at your Bank. The **Transit Routing No. (ABA)** is at the bottom of your check, along with the check number, and the account number. Please attach a copy of one of your checks, or a voided check (not a deposit slip). Sign and date. You may return it via email to ap@terraresidential.com or mailed to 9977 W Sam Houston Parkway N, Suite 160, Houston, TX 77064. It will take approximately 2-3 days to activate this service after receipt of this Authorization.

OFFICE USE ONLY

Vendor Name: _____

Rentvine Vendor Payment Information Set Up: _____