

VENDOR PACKET

Thank you for your interest in doing business with CWS Apartment Homes LLC.

CWS Apartment Homes LLC requires that vendors who perform work at the properties (non-exempt) are required to enroll with Compliance Depot prior to doing business with our communities. CWS uses Compliance Depot's vendor compliance system to ensure our vendors abide by our organization's business practices and ethical standards. By using Compliance Depot, CWS is ensuring that our clients, communities, employees and vendors have a better experience.

This packet will provide you with all the information you will need to become an approved vendor. When you become a CWS Approved Vendor you have been approved to solicit your services to all CWS apartment communities.

The steps you'll need to take to begin enrollment are:

1. **Call Compliance Depot at 888-493-6938.** You will be asked for company information and annual enrollment fee.

Note: Your business will be categorized as an on-site or off-site/exempt vendor based on whether your business performs work at the property. On-site vendors are required to provide proof of insurance, licensing information and principal information and enroll in Compliance Depot. Off-site/Exempt Vendors are not required to enroll in Compliance Depot.

2. **Fax or e-mail** documents per the included vendor requirements to Compliance Depot at 877-665-8910 or documents@compliance depot.com.
3. Once you have been approved by Compliance Depot, you are now approved to work for CWS.

Additional Information:

- Until all requirements are met, the property may not hire you as a vendor.
- Beginning work before becoming an approved vendor may result in delayed payment.
- Approval as a CWS vendor does not guarantee being hired for work.
- All documents and enrollment status must be kept up to date with Compliance Depot. Failure to do so will result in being removed from the Approved Vendor list. If you are not compliant with Compliance Depot and fall into an unapproved vendor status and perform any work for CWS, this will result in a delayed payment.

Questions?

- Refer to the FAQ's attached this packet.
- Contact Compliance Depot's Customer Service Department at 888-493-6938 for general compliance and insurance questions. You may also submit your question via email to customerservice@compliance depot.com
- All invoice payment questions should be directed to the on-site Community Director.

INSURANCE REQUIREMENTS

| EXPOSURE | HIGH | MODERATE | LOW |
|-------------------------------|--|--|--|
| Vendor Classifications | <ul style="list-style-type: none"> • Asbestos Removal ⁽¹⁾ • Boiler Repair/Maintenance • Carpentry Outside • Chemical Sales & Service • Construction/Demolition/Excavation – See Construction / Contractor Requirements • Crane Inspection & Repair • Elevator / Escalator • Explosive Delivery • General Contractors • Lagoon Dredging • Lift Truck • Masonry or Concrete Construction – Structural • Painting – 3 stories and over • Roofing Contractor • Scaffolding Contractor • Waste Disposal – Regulated⁽¹⁾ • Welding Supply Delivery & Service | <ul style="list-style-type: none"> • Air Compressor Service • Architects & Engineers⁽²⁾ • Carpentry Inside • Chemical & Water Tank Cleaning and Inspection • Central Station Alarm Monitoring • Door Repair • Janitorial Service • Electrical Contractor • Gutter Contractor • HVAC • Insulation Installation • Lighting Repair • Masonry / Concrete Construction – Non-structural • Painting – under 3 stories • Paving/ Concrete Work • Pest Control Services ⁽¹⁾ • Plumbing Contractor • Security Guard & Patrol Services • Sheet Metal Work • Tile Flooring Contractor • Waste Hauling & Waste Paper Delivery (unregulated) • Water Pump Repair • Well Pump Inspection • Window Cleaning | <ul style="list-style-type: none"> Barricade Construction Carpentry – Interior Trim Delivery Companies Lawn Care & Landscaping Office Equipment Repair Parking – Snow Removal, Sweeper Parking Services with/without Valet Uniform Service³ Vending Machine Contractor Window Cleaning up to 2 stories Pressure Washer Surveyor ⁽²⁾ Office Machine Installation |

REQUIRED INSURANCE COVERAGE

| | | | |
|--|--|--|--|
| • General Liability – Including Contractual Liability and Completed Operations | \$1,000,000 Each Occurrence \$2,000,000 Aggregate | \$1,000,000 Each Occurrence \$2,000,000 Aggregate | \$1,000,000 Each Occurrence \$1,000,000 Aggregate |
| • Automobile Liability – Including Hired and Non-Owned Vehicles | \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage | \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage | \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage |
| • Worker’s Compensation | \$1,000,000 Each Accident \$1,000,000 Each Employee – Disease \$1,000,000 Policy Limit - Disease | \$500,000 Each Accident \$500,000 Each Employee – Disease \$500,000 Policy Limit - Disease | \$100,000 Each Accident \$100,000 Each Employee – Disease \$500,000 Policy Limit - Disease |
| • Employer’s Liability | \$1,000,000 Each Accident \$1,000,000 Each Employee – Disease \$1,000,000 Policy Limit - Disease | \$500,000 Each Accident \$500,000 Each Employee – Disease \$500,000 Policy Limit - Disease | \$100,000 Each Accident \$100,000 Each Employee – Disease \$500,000 Policy Limit - Disease |
| • ⁽¹⁾ Environmental Liability | \$5,000,000 Each Occurrence | \$1,000,000 Each Occurrence | \$1,000,000 Each Occurrence |
| • Primary Commercial Blanket Bond | \$100,000 Each Employee | \$100,000 Each Employee | \$100,000 Each Employee |
| • Umbrella Liability | \$5,000,000 Each Occurrence \$5,000,000 Aggregate | \$2,000,000 Each Occurrence \$2,000,000 Aggregate | \$1,000,000 Each Occurrence \$1,000,000 Aggregate |
| • ⁽²⁾ Professional Liability | \$1,000,000 Each Occurrence | \$1,000,000 Each Occurrence | \$1,000,000 Each Occurrence |

GENERAL REQUIREMENTS FOR ALL INSURANCE

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|---|--|
| A | CWS must be named as Additional Insured for work, operations and completed operations on a primary basis under the General Liability Policy during the time period of the work or operations being performed. In addition to the forgoing, for Construction contracts only (and not for Professional Services or Information Technology Vendors or Consultant Contracts) CWS must be named as Additional Insured for work, operations and completed operations on a primary basis under the General Liability Policy for an additional period of three (3) years after operations have been completed and accepted by CWS. General Liability insurance shall be provided on an ISO Commercial General Liability occurrence form CG 0001 without any additional limiting or exclusionary endorsements amending the terms contained therein (other than standard industry exclusions for professional liability, environmental liability, mold, asbestos, lead and employment practices – additional exclusions should be noted in the certificate). Certificate should state “No Residential Exclusions apply”. |
| B | Limits required for General, Auto, or Employers Liability can be met with higher Umbrella Liability limits. |
| C | A Waiver of Subrogation is to be provided to CWS for CGL, Auto, and Workers’ Compensation, including claims within deductibles, retentions or self-insurance programs which may be applicable to these policies. |
| D | Certificate Holder should be CWS Apartment Homes, LLC, c/o Compliance Depot, LLC, 1800 Preston Park Blvd., Ste. 220, Plano, TX 75093. |
| E | Certificate must evidence 30 days written notice of cancellation or non-renewal in coverage. |
| F | Original certificate of insurance to be delivered to CWS or contracting entity via Compliance Depot prior to commencement of any work or service. |
| G | Vendor / Contractor required to fund all deductibles or retentions under all policies of Insurance. |

Additional Items (all Vendors)

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|--|
| W9 Form – Signed and dated. |
| Vendor Services Agreement – Signed and Dated. |
| Applicable licenses must be submitted, i.e. electrical license, plumbing license, etc. |
| Principal information (if applicable) |

FAQ's

Q: Why do I have to pay an enrollment fee to Compliance Depot?

A: The Compliance Depot enrollment fee covers the processing and handling of your documents, the storage of your documents, and the notification service.

Q: I have already enrolled with Compliance Depot and am an approved vendor for a different client. Why do I need to enroll for CWS as well?

A: Since each company has different requirements, you will need to complete the enrollment process for CWS to ensure that your company meets our specific requirements. Remember, when you become a CWS Approved Vendor, you have been approved for all CWS communities.

Q: I was "Approved", now I'm "Incomplete". Why?

A: This may have occurred for any one of the following reasons:

Your insurance policy may have expired.

An audit of your account by the Compliance Depot Quality Assurance Department or CWS may have reflected an item that needs additional clarification.

A subsequent document may have been submitted by your insurance agent that overrides the previous document.

Q: I was "Approved" but now I am "AcctLocked". Why?

A: This occurs when your Compliance Depot account has not been renewed at its yearly expiration date. Please log-in to your account at www.compliancedepot.com or call Compliance Depot at 888-493-6938 to pay your annual enrollment fee. You may also need to submit updated documents; your account home page will provide you with a list of any outstanding documents.

Q: How long does it take Compliance Depot to process documents?

A: It usually takes 24-48 hours for documents to be processed once they have been received by Compliance Depot. Please note that this process re-starts each time a new document is submitted for review.

Q: How can I assist in getting my company "Approved"?

A: Share the sample insurance certificate with your insurance agent so that they may see what is required. This will assist your agent in preparing the certificate correctly the first time. Review each of the requirements online or discuss them with a Compliance Depot customer service representative. In addition to your insurance certificate, other documents are required, such as the Vendor Services Agreement, W-9, and professional license. Completing these documents and returning them promptly will prevent delays. You can return documents via fax to 877-665-8910 or via email to documents@compliancedepot.com. Please make sure the name of your company is clearly identified on all documents that are submitted. There are many companies that have similar names so including your 6 digit Compliance Depot ID number on your documents will also assist in preventing delays. Your 6 digit Compliance Depot ID number will be included on all correspondence that you receive from Compliance Depot. It will be located directly beneath your company name in the address portion of the correspondence.

Q: I have submitted all of my documents but I am still not approved.

A: Confirm that you have submitted your annual enrollment fee to Compliance Depot. Their system will not release documents for processing if the fee has not been received. Confirm that you have a fax receipt indicating your fax was successful. You may also e-mail documents to documents@compliancedepot.com. Confirm that there were no errors on your documents by reviewing your sample documents on the Compliance Depot website. The website address is www.compliancedepot.com. Your account home page will provide you with a list of missing information or documents that require corrections. Confirm that your insurance limits meet those limits required by CWS. The requirements are outlined in this packet. The Compliance Depot Customer Service representative will also be able to provide that information if necessary.

Q: What does it mean when they say my “verbiage” is incorrect?

A: It is required that CWS Apartment Homes LLC and the ownership entities of the communities be added to your insurance policy as an additional insured by means of a General Liability Additional Insured Endorsement. The endorsement, which is an additional insurance form that shows proof that your agent added CWS to your policy, must be attached to your certificate and reflect the correct language. If your policy contains no additional insured endorsement, the correct language/verbiage is not added to the endorsement, is missing some of the working, or contains typographical errors, then Compliance Depot is not permitted to accept it. A correction will need to be made to your agent in order to meet the CWS requirements.

VENDOR SERVICE AGREEMENT

As a Vendor for CWS Apartment Homes, LLC; I _____
as Agent for _____ (Vendor/Business Name), agree to
provide goods and/or services to CWS Apartment Homes, LLC, as Agent for their clients under management
contract under the following terms:

- A) CWS Apartment Homes, LLC is not the property owner. Rather CWS Apartment Homes, 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 CWS Apartment Homes, LLC. Ultimately, the responsibility for all debts incurred by a property rest with the property Owner.
- B) Vendors providing any type of good and/or service to CWS Apartment Homes, LLC apartment community must have a W-9 and any applicable professional licenses on file with Compliance Depot. Additionally, Vendors providing any type of good and/or service that require their company to send a representative to the apartment community must have a current certificate of insurance on file with Compliance Depot for general liability, auto liability, excess liability if applicable, and workers' compensation. Additional coverage may be required if deemed appropriate by the scope of service. All coverage shall be primary and non-contributory. The following parties must be added to the general liability policy as an additional insured as their interests may appear in regard to work performed by Vendor: ***"The following are additional on the general liability policy as their interests may appear solely in regard to work/service performed by the named insured: CWS Capital Partners, LLC, CWS Apartment Homes, LLC, and the ownership entities of their owned or managed properties."*** A waiver of subrogation shall apply in favor of the aforementioned parties on all policies as permitted by law. The certificate of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services.
- C) Vendor agrees to indemnify and hold harmless Owner, its management company, their officers, agents, employees, and affiliates from and against any and all claims, damages, expenses, and losses of any kind, including but not limited to defense costs and attorney's fees, arising out of, relating to, or resulting from performance of work at property(s) by Vendor, its employees or agents, the presence of Vendor, its employees or agents on the property(s), or any injury to agents or employees of Vendor arising out of or in the course of their work on the property.
- D) Vendor agrees to exercise due diligence in not placing any employees, laborers, or subcontractors to perform work within property boundaries and inside dwelling units who may have a history of criminal convictions or deferred-adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history might include, but is not limited to, such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, theft, trespassing, or kidnapping.
- E) 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; (3) completed and executed Section 2 of the DHS Form I-9, and (4) processed through Department of Homeland Security-Employment Eligibility Verification "E.E.V." The Vendor further agrees to indemnify, defend and hold harmless 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.

- F) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability or familial status in the services provided, nor shall the vendor himself or herself or any other person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants or vendees of the premises.
- G) Employees, agents or sub-contractors of the vendor agree to conduct themselves in a professional and ethical manner in all dealings with CWS Apartment Homes, LLC, its agents and employees.

By signing below I acknowledge receipt and agreement to the above terms and conditions. It is understood that violation of any terms of the agreement will result in the termination of approval to perform work for CWS Apartment Homes, LLC, its agents or employees.

Signature of Agent

Printed Name/Title

Address

City, State, Zip

Date

Return completed document to Compliance Depot via **ONE** of the following methods:

E-mail: documents@compliance depot.com

** OR **

Fax: 877-665-8910

** Changes or modifications to the agreement shall not be binding to CWS Apartment Homes, LLC. **



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

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 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).

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|----------|---|---------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No, Ext) | FAX (A/C, No) |
| | E-MAIL ADDRESS: | |
| | INSURERS AFFORDING COVERAGE | |
| INSURED | INSURER A: (Insurer must have a rating of A- or higher.) | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES: _____ CERTIFICATE NUMBER: _____ 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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF DATE(MM/D D/YY) | POLICY EXP DATE(MM/DD/Y Y) | LIMITS | |
|----------|--|-----------|----------|---------------|----------------------------|--|--|--|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG | \$ 1,000,000 \$ \$ \$ 1,000,000 \$ 2,000,000 \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ | | | | | COMBINED SINGLE LIMIT Or BODILY INJURY/Person BODILY INJURY/Accident PROPERTY DAMAGE | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$ 500,000 \$ 100,000 \$ 300,000 \$ 100,000 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE | \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-ORY LIMITS OTHER E.L. EACH ACCIDENT EL DISEASE-EA EMPLOYEE EL DISEASE POLICY LIMIT | \$ 500,000 \$ \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are additional insured on the general liability policy as their interests may appear solely in regard to work/service performed by the named insured: CWS CAPITAL PARTNERS, LLC, CWS APARTMENT HOMES, LLC, AND THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES.

THE SAMPLE CERTIFICATE IS INTENDED TO RELAY THE CERTIFICATE HOLDER'S

**REQUIREMENTS. PLEASE ATTACH ANY RELEVANT ENDORSEMENTS AS EVIDENCE OF THE IDENTIFIED
ADDITIONAL INSURED PARTIES AS BEING PROPERLY AMENDED TO THE POLICY OR POLICIES.**

CERTIFICATE HOLDER

**CWS Apartment Homes, LLC
c/o Compliance Depot
P.O. Box 115006
Carrollton, TX 75011
Fax: (877) 665-8910
Email: documents@compliancedepot.com**

CANCELLATION

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