



New Vendor,

We are pleased to welcome you as a new vendor to GC Realty & Development, LLC. Since 2003, we have enjoyed many longstanding relationships with our vendors and they are a strong reason for our past and continued success. This packet is to see that the proper onboarding of your company or services is completed correctly to ensure future business is guaranteed and payments are made promptly.

**Vendor Setup Checklist:**

- \_\_\_ Information Form (This Form)
- \_\_\_ W-9(Page 2)
- \_\_\_ Copy of front of Driver's License or valid State ID
- \_\_\_ Proof of Liability Insurance
- \_\_\_ Proof of Worker's Comp Insurance
- \_\_\_ Provide any professional licenses if applicable
- \_\_\_ Copy of cleared check or proof of banking information

**Vendor Information:**

- Owner Name: \_\_\_\_\_
- Company Name(If exists): \_\_\_\_\_
- Business Address: \_\_\_\_\_
- Payments Payable to: \_\_\_\_\_
- Insurance Agent Info:
  - Insurance Co: \_\_\_\_\_
  - Email: \_\_\_\_\_
  - Phone: \_\_\_\_\_

**Vendor Contact Information:**

- Phone Numbers: \_\_\_\_\_
- Email: \_\_\_\_\_
- Website: \_\_\_\_\_
- Name of Contact for new bids & jobs?: \_\_\_\_\_
  - Email: \_\_\_\_\_
  - Cell Phone: \_\_\_\_\_
  - Texting: \_\_\_\_\_

**Bank Information: We prefer to pay vendor's payments electronically(Need Copy Of Canceled Check To Process):**

- Bank Routing Number: \_\_\_\_\_
- Bank Account Number: \_\_\_\_\_
- Checking or Savings Account: \_\_\_\_\_
- Chase Quick Pay Info(If Exists): \_\_\_\_\_

By signing page three(3) of this packet, I authorize payment to be deposited by GC Realty & Development, LLC into my Designated account above. Submit all information to Mark@gcrealtyinc.com.



## VENDOR/INDEPENDENT CONTRACTOR AGREEMENT

This agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the "Vendor"), and GC Realty & Development, LLC(GCRD). Witnesseth, that the Vendor for the considerations named agree as follows:

**The Agreement.** - The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a Modification.

**Time of Completion.** - Work is to be performed under this agreement and all deadlines set by GCRD are to be met by vendor. Failure to do so could result in reduced payment or lack of future work for vendor. If there is a delay notify GCRD in writing as soon as delay is discovered to avoid any further issues.

**Payment to Vendor.** - Payment will be made within the following period of time based on payment set up;

- Papercheck: Vendor will be paid within 5 business days of work completion and GCRD receiving the final invoice.
- E-Check: Vendor will be paid within 3 business days of work completion and GCRD receiving the final invoice. (Vendor must be set up in advance to process payments electronically).
- All checks and payments are processed from our Bartlett office. No checks will be processed from our Chicago office.
- Insurance must be updated at the time payment is processed or this will cause a delay.

**Vendor Representations and Warranties.** - The Vendor represents and warrants to GCRD that:

(a) Vendor has the requisite skills, expertise and licenses necessary to perform the Scope of Work; and the execution, delivery and performance of this Agreement by Vendor do not and will not breach or violate any other agreement, order, judgment or decree to which Vendor is a party or otherwise is bound. Vendor further represents and warrants to GCRD that:

- (b) its personnel are legally authorized to work in the United States in accordance with all applicable immigration laws;
- (c) it currently has multiple clients/customers, has had multiple clients/customers in the past, and intends to have multiple clients/customers in the future;
- (d) it makes its services available to the general public and does not make its services exclusively available to Vendor,
- (e) it will comply with all applicable laws and is not prohibited from performing its obligations under this Agreement or any Scope of Work by any other agreement; and
- (f) it will provide the Services in a workmanlike manner consistent with industry standards.

1. **Independent Vendor Relationship.** - Vendor will devote such time as is necessary to provide the Scope of Work. Vendor will perform the Scope of Work according to Vendor's own means and methods. Vendor is not performing Scope of Work under any supervision by the GCRD and will set my own work hours and routine. Vendor will provide its own tools, and equipment, and will expect no reimbursement for any out-of-pocket expenses incurred by Vendor in the performance of its Scope of Work. Nothing contained in this Agreement shall be deemed to create an employer-employee relationship or principal-agent relationship between Vendor and the General Contractor and Owner. Vendor will comply with all applicable laws and regulations and, upon request of the General Contractor, will furnish the General Contractor with evidence of the compliance with applicable laws and regulations. General Contractor will report payments made to Vendor in accordance with applicable law. General Contractor assumes no responsibility for income tax withholding, unemployment taxes, workers' compensation taxes or other taxes with respect to Contractor, and will not file any wage or tax statements on behalf of Vendor. Vendor will be responsible for paying all taxes, costs and expenses owed to any governmental body. Vendor shall indemnify, defend and hold harmless the General Contractor and its members, managers, officers, employees, agents and their respective affiliates and Owner and its members, managers, officers, employees, agents and their respective affiliates from any liability that may result from Vendor's failure to pay any taxes owed to any governmental body as a result of Vendor performance of the Scope of Work or receipt of monies under this Agreement.

2. **Insurance.** Before commencing the Scope of Work and until completion and final acceptance thereof by General Contractor, Vendor shall maintain during the Term of this Agreement, Commercial General Liability Insurance, naming and protecting Vendor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this Agreement whether such operations be by Vendor or by any subcontractor or anyone directly or indirectly employed by Vendor. The insurance requirements are Commercial General Liability with limits of \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate. All Vendor insurance policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by General Contractor and Owner. The Vendor shall take out and maintain during the Term of this Agreement the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Vendor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance carrier General Contractor authorized to write such insurance in all states where the Vendor will have employees located in the performance of this Agreement, and the Vendor shall require each of the subcontractors similarly to maintain Employer's Liability Insurance similarly to the Vendor. Workers' Compensation - Required limits:

- Coverage A - Coverage will include Statutory requirements
- Coverage B - Employer's Liability \$100,000 Each Person



3. **Indemnification.** - To the fullest extent permitted under applicable law, Vendor shall indemnify, defend and hold harmless the General Contractor and Owner and their respective members, managers, officers, employees, agents and their respective affiliates from and against any and all claims, losses, damages, liabilities, fines, judgments, settlements and expenses (including, without limitation, attorneys' fees and expenses) arising out of, relating to or resulting from (i) any breach of this Agreement by Vendor; (ii) the acts or omissions of Vendor; (iii) the violation of any law, permit, rule or regulation by Vendor; (iv) any representation, warranty or guaranty made by Vendor with respect to the General Contractor and Owner or any of the General Contractor's products or Scope of Work that was not previously approved in writing by the General Contractor; (v) any claim, expense, fine, levy, liability or tax of any kind (including but not limited to any employment, workers' compensation, unemployment compensation or similar tax) sought to be imposed on the General Contractor and Owner by any governmental authority or person on the grounds that Vendor is an employee of the General Contractor and Owner. For purposes of this Section, the term "Vendor" includes employees, agents, Vendors and representatives of Vendor.

4. **Additional Provisions**

- (a) All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
- (b) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- (c) If major repair items arise during the course of the renovation, the repairs are to be completed only upon approval of GCRD..
- (d) Vendor agrees to remove all debris and leave the premises in broom clean condition. The Vendor shall be responsible for any citations issued by local municipalities pertaining to bulk trash left in the front yard, back yard, alley ways, driveways, etc.
- (e) Vendor shall limit communication with residents and owners to general courtesies and should offer not suggestions or opinions without permission granted by GCRD.
- (f) If scope of work is NOT completed in full, GCRD has right to hold back funds in the amount equal to what it will take to have another Vendor complete the original scope.

5. **General Provisions**

*Severability.* The parties agree that all covenants and agreements set forth in this Agreement constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

*Dispute Resolution, Choice of Law and Venue.* Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement or any Scope of Work will, upon the written request of one party served on the other, be submitted first to informal mediation and then to binding arbitration ("Arbitration"). The parties will each appoint one person to hear and attempt to informally resolve the dispute, and, if they are unable to do so, then the two persons shall select a third person who shall act as the impartial arbitrator whose decision shall be final. The Arbitration shall comply with and be governed by the Commercial Rules of the American Arbitration Association. The cost of Arbitration will be borne in such proportions as the arbitrator decides. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Parties each irrevocably and unconditionally waive any and all right to trial by jury in any suit, action or proceeding arising out of or related to this Agreement. Each party agrees to the exclusive venue and jurisdiction of the state/superior courts situated in the County of Cook, State of Illinois or, in the case of federal jurisdiction, federal courts situated in the Northern District of Illinois.

*Notices.* Any notice given pursuant to this Agreement must be in writing and will be effective only if delivered personally, by overnight courier service, by certified mail, postage paid, return receipt requested, or by fax or email, to the recipient at its address set forth on the signature page of this Agreement. Notices sent by personal delivery, overnight courier service, or certified mail are effective upon receipt.

*Assignment; Successors and Assigns.* Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties; except that the General Contractor may assign this Agreement and its rights, remedies and obligations hereunder without Vendor's consent (i) to an affiliate of the General Contractor or (ii) to any operating division or business unit of the General Contractor for which Contractor primarily renders the Scope of Work or to a successor in interest to all or substantially all of the assets, stock and/or business of the General Contractor.

*Modifications and Waivers.* This Agreement may not be amended, modified or waived except by an instrument in writing signed by Vendor and a duly authorized representative of the General Contractor.

*Entire Agreement.* This Agreement (i) sets forth the entire agreement and understanding between the parties concerning the subject matter hereof and (ii) terminates, supersedes and preempts any and all prior or contemporaneous agreements and understandings, oral or written, related in any manner to such subject matter. No modifications or amendments of this Agreement will be binding on either party unless in writing and signed by the parties.

IN WITNESS WHEREOF, the said Parties have hereunto executed this Agreement:

\_\_\_\_\_  
Vendor Signature by authorized Agent

\_\_\_\_\_  
Print

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



Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

**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 on page 4.

<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.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.