



HEARTLAND ELEVATOR VENDOR PACKET

Thank you for your interest in being part of the Heartland Team as a Vendor! Enclosed you will find our Vendor Setup documentation. Some of the enclosed forms may not be applicable to your organization; please see the below instructions to complete the necessary paperwork.

If your organization is providing work to more than one of our communities, only one set of setup documents is necessary. There is space at the end of the Vendor Agreement to select which communities you are working with. You may update this listing at any time as is necessary; the Property Listing Update form is available in the on-site office.

Please contact the on-site Community Manager with any questions on completing the enclosed paperwork. We look forward to working with you soon!

Enclosed Documents and Instructions:

- Vendor Agreement: this must be completed by all vendors.
 - Attachment A: W-9 Form
- On-Site Vendor Service Agreement: this attachment and all applicable exhibits must be completed by vendors providing on-site services.
 - Exhibit A: Equal Employment Opportunity Addendum
 - Exhibit B: Subcontractors/Suppliers Requirements
 - Exhibit C: Lien Waiver Requirements
- Attachment 1 – Vendor Insurance Requirements: this attachment lists out Heartland’s vendor insurance requirements.
 - Exhibit 1-1: Services Requiring Proof of Insurance
 - Exhibit 1-2: Insurance Certificate Requirements and Sample Insurance Certificates
 - Exhibit 1-3: Elevator Vendor Insurance Requirements
- Attachment 2 – Affordable Community Federal Regulations: this must be completed by Vendors providing on-site services to one or more Heartland communities that receive federal rental assistance subsidy. Page 2 of the Vendor Agreement identifies the communities that will require the completion of this attachment.

Remit Invoices to:
Heartland Realty Investors, Inc.
4802 Nicollet Avenue South
Minneapolis, MN 55419

Or by electronic submission to ap@hrii.com

HEARTLAND VENDOR AGREEMENT

_____ (hereafter "Vendor") agrees to provide goods and/or services to owners of communities (hereafter "Owners") managed by Heartland Realty Investors, Inc. (hereafter "Heartland"), as agent for clients under management contracts. Vendor is an independent contractor of one or more Owners and not an agent or employee of an Owner or Heartland. As a vendor providing goods and/or services (hereafter "Work") to Owner, Vendor understands that Heartland is the property manager on behalf of Owner, and accordingly Heartland shall have no liability for obligations of the Owner. Vendor agrees to look solely to Owner for payment of goods and/or services and for interest and collection of fees incurred by Vendor in making collection of any sums that are due and payable. Heartland is not liable and is not to be held liable for the payment of any invoice for charges rendered to any community or to the Owner, and Heartland is not a guarantor for any indebtedness owed to Vendor related to any community. Vendor agrees to the following terms:

Code of Conduct: Employees, agents or sub-contractors of Vendor agree to conduct themselves in a professional and ethical manner in all dealings with Heartland and their respective agents and employees. Vendor acknowledges and understands that Heartland has a policy prohibiting bribes, commissions, financial incentives of any kind, discrimination of protected classes and sexual harassment.

Compliance with Anti-Corruption Laws: Vendor represents, warrants and agrees that it has complied, and shall comply, with all Anti-Corruption Laws and shall not intentionally cause itself, an Owner, or Heartland, or any of their respective officers, directors, and employees to violate any Anti-Corruption Laws. Vendor agrees that it shall not make, and it shall not cause or intentionally permit any person or entity acting on its behalf or on behalf of an Owner to make, any expenditure for any unlawful purposes in the performance of its obligations under an agreement and in connection with its activities in relation thereto. Vendor agrees that it shall not make, and it shall not cause or intentionally permit any person or entity acting on its behalf or on behalf of an Owner to make, any offer, payment or promise to pay, authorize the payment of any money or offer, promise or authorize the giving of anything of value, to (i) any government official; or (ii) any other person or entity while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any such government official or to any other person for the purpose of (A) improperly influencing any action or inaction or decision of any government official in his, her or its capacity, (B) inducing any government official or other person to act in violation of his, her or its lawful duty, (C) securing any improper advantage or (D) improperly persuading any government official or other person or entity to use his, her or its influence with any governmental authority or any government-owned entity to effect or influence any act or decision of such governmental authority or government-owned entity. Vendor agrees that it shall not, and it shall not cause or intentionally permit any person or entity acting on its behalf or on behalf of an Owner to, give, offer, pay, promise to pay, receive, or authorize the payment of a financial or other advantage, to any person or entity, whether or not a government official, with the intention to induce the improper performance or non-performance of a duty or obligation.

Office of Foreign Assets and Control (OFAC): Vendor represents and warrants that it is not: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001); (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a person or entity that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by the U.S. Treasury Department's Office of Foreign Assets Control; or (v) a person or entity that is affiliated with any person or entity identified in the foregoing clauses (i), (ii), (iii), or (iv).

Severability: Each provision of this Agreement is intended to be severable. If any term or provision hereof or the application thereof to any party or circumstance shall be determined by a court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, such term, provision or application thereof shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement or the application of such term or provision to any other party.

Attorney's Fees & Costs: Should any party commence an action to enforce or to interpret the terms and conditions of this Agreement, the prevailing party in such action shall be entitled to recover the costs and expenses of such litigation, including reasonable attorney's fees, whether such costs and attorney's fees are incurred in a trial court, appellate court, or in an arbitration proceeding.

Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State in which the work is being performed without reference to its principles of conflict of law to the extent such principles would require or permit the application of the laws of another jurisdiction.

Third-party Beneficiaries: Vendor acknowledges and agrees that the direct and indirect owners of the properties managed by Heartland are intended to be third-party beneficiaries of this Agreement and Vendor will not challenge the enforceability of this Agreement.

Selection of Heartland Communities: Select the applicable community(ies) that Vendor agrees to provide Work for as of the date of this Agreement. Vendor may update the list of communities with Heartland as necessary. *****If the community selected has an asterisk (*) next to it and on-site work is being performed, Attachment 2 is required to be completed*****

- | | | |
|---|---|--|
| <input type="checkbox"/> Arboretum Villages | <input type="checkbox"/> Lisle Station Apts/Lisle Mall | <input type="checkbox"/> Savannah Trace Apartments |
| <input type="checkbox"/> Auburn Townhomes | <input type="checkbox"/> Minnetonka Heights Apartments* | <input type="checkbox"/> Second Street Lofts |
| <input type="checkbox"/> Birchwood Townhomes* | <input type="checkbox"/> Mountain View Apartments* | <input type="checkbox"/> Sundance Apartments* |
| <input type="checkbox"/> Briarhill Apartments* | <input type="checkbox"/> Oak Pointe Apartments | <input type="checkbox"/> Sunnygate Village |
| <input type="checkbox"/> Chevy Chase Park Apartments* | <input type="checkbox"/> Olympic Ridge Apartments | <input type="checkbox"/> Tenino Terrace Apts* |
| <input type="checkbox"/> Clifton Townhomes* | <input type="checkbox"/> Powell Plaza Apartments* | <input type="checkbox"/> Villages of Greene Valley |
| <input type="checkbox"/> Country Villa Apartments* | <input type="checkbox"/> Quail Park Village* | <input type="checkbox"/> Willowbrook Apartments |
| <input type="checkbox"/> Farmingdale Apartments | <input type="checkbox"/> Quail Ridge Apartments | <input type="checkbox"/> Woodcreek Villages* |
| | <input type="checkbox"/> Rush Oaks Apartments* | <input type="checkbox"/> Woodlands of Minnetonka |

Vendor's signature indicates acknowledgement of receipt and agreement with the above terms. Violation of any terms of this agreement will result in the termination of approval to perform work for Heartland, its agents or employees.

Signature of Vendor _____ **Date** _____ **Print Name/Title** _____

Vendor Name and Address _____

Vendor Email Address _____

Send a signed copy of this agreement, and required supporting documents, via e-mail to the Community Manager.

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

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-DIV (dividends or 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.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT

_____ (hereafter "Vendor") agrees to perform the work and services as specified by Heartland Realty Investors, Inc. (hereafter "Heartland"), as agent for owners of communities (hereafter "Owners") as agreed upon by Vendor. Vendor agrees to provide, at its sole expense, all labor, materials, services, equipment, tools, etc., required to fulfill its obligations in order to properly execute and complete the work (the "Work").

Vendor Setup Requirements:

- a) **W-9:** Vendor must have a W-9 and any applicable professional licenses on file with Heartland. See Attachment A for a copy of the form.
- b) **General Liability Insurance:** If Vendor provides services which Heartland has determined requires the Vendor to maintain insurance coverage (see Attachment 1), then Vendor must have one or more current certificates of insurance on file with Heartland; the amounts of coverage are detailed on Attachment 1.
 - The certificate(s) of insurance must have the additional insured checkbox checked for the general liability policy which includes, "Heartland Realty Investors, Inc., its affiliates, and the ownership entities of their owned or managed communities" as additional insureds. This is required on all Vendor general liability policies. See Exhibit 1-2 for example certificate.
 - Any applicable excess/umbrella policy is to be issued on a "follows form" basis. All coverage shall be primary and non-contributory.
 - The certificate(s) of insurance must remain current and any lapse in coverage will result in the termination of future purchases of Work and any other remedies to which the applicable Owner and/or Heartland are entitled.
- c) **Workers Compensation Insurance:** Vendor shall provide Heartland, on behalf of Owner, a certificate of insurance for Worker's Compensation coverage meeting the coverages listed above, or meeting the state-mandated amounts if less, and Employer's Liability coverage. Heartland allows one exception for Vendors who are sole proprietors with no employees. The minimum coverage requirements are detailed on Attachment 1.
- d) **Elevator Insurance:** If Vendor is completing Work on any elevator system, Vendor must abide by the insurance requirements listed in Exhibit 1-3.

Vendor Work Obligations: Vendor agrees to the following obligations as they pertain to the Work:

1. Vendor will supervise and direct the Work using its best skills and efforts. Vendor warrants that unless otherwise specified, all materials and equipment will be new, of good quality, and free from faults or defects. Vendor will submit to Heartland a schedule for completing the Work prior to commencing the Work. Vendor agrees to perform the Work in a manner that will least disrupt residents of the community. Vendor agrees to require each subcontractor to be bound by this Agreement to the extent of the work performed by such subcontractor. Vendor will not delay or interfere with any work of Heartland or any subcontractors. Vendor will coordinate its Work with others performing work at the community, as directed by Heartland.
2. Vendor is responsible to pay taxes due for the Work (i.e. sales, consumer, use, FICA, unemployment compensation, etc.), or portions thereof, provided by the Vendor. Vendor will provide information to Heartland to annually file a form 1099-MISC with the Federal government.
3. Prior to commencing the Work, Vendor is responsible to pay for and obtain all permits and licenses necessary to perform the Work. Vendor also agrees to pay all royalties for the proper performance of this work.
4. Vendor shall comply with all building codes, local ordinances, laws, rules, regulations and orders of any public authority having jurisdiction over the community.
5. Vendor will facilitate and permit the inspection of the Work by Heartland and public authorities. Vendor shall not be relieved of its obligations to perform the Work because of tests, inspections, or approvals required or performed by persons other than the Vendor. The Work shall not be accepted until Heartland and all public authorities have inspected and approved the Work, and any required certificates of occupancy and/or final inspection certificates are issued.

6. Vendor is responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Vendor will take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (i) all employees of Vendor, Heartland, or any other subcontractor performing services at the community and other persons including, but not limited to, residents of the community and their guests; (ii) the Work and all materials and/or equipment used to complete the Work; and (iii) other property at the site or adjacent thereto. This includes providing and maintaining, at its sole expense, suitable guards, lights, barricades and enclosures. All damage or loss to any property caused in whole or in part by the Vendor, its subcontractor, or their agents, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable, shall be remedied by the Vendor. Heartland reserves the right to halt work that is being performed in an unsafe manner until remedied by the Vendor.
7. Vendor agrees to keep the premises and surrounding area free from accumulation of waste material or rubbish caused by its performance of the Work. Within twenty-four (24) hours from the completion of any Work, or any portion of Work, Vendor shall remove all waste material, rubbish, tools, construction equipment, machinery and surplus materials from the community. At the end of each work day, and upon completion, Vendor shall leave the Work area broom clean or its equivalent. If the Vendor fails to clean the premises, Heartland may perform the clean-up and deduct the cost from any payment requests submitted by the Vendor. Vendor is responsible for removal and proper disposal of all waste from the work.
8. Vendor guarantees that all the Work shall be free from defects in workmanship and materials, and promptly upon Heartland's request, Vendor will correct by repair or replacements, without charge, any such defects (and any damage to other property, including without limitation the work of other subcontractors resulting therefrom or from the correction thereof) which may appear in the Work during that period. Additionally, all materials/equipment warranties provided by the manufacturer of said materials/equipment is to transfer to the Owner. If the Vendor fails to commence and to complete the repair or replacement of improper or defective work, as specified, within a reasonable period of time as determined by Heartland, Heartland may proceed to have such work completed by whatever method it may deem expedient, and may charge the Vendor for the expense incurred. Notwithstanding any other provision of this Agreement or any other contract, agreement or statement or limitation of warranty by Contract in any agreement between Vendor and Owner and/or Heartland, Vendor hereby agrees to extend the term (including the time period and substantive and procedural protections) of any and all warranties, made by Vendor to the Owner and/or Heartland, which is the subject of this Agreement, without any additional charge or conditions.
9. Vendor shall promptly correct, at its own expense, any Work that fails to conform to the specifications (written or oral) agreed upon by Heartland and Vendor, where such failure to conform appears during the progress of the Work. Vendor warrants and shall also promptly remedy, at its own expense, any defects due to faulty materials, equipment or workmanship, all within such period of periods of time as may be prescribed by law or by the terms of any applicable guarantee required by the Contract Documents. The provisions of this section apply to work done by subcontractors as well as to work done by direct employees of the Vendor.
10. Vendor will be responsible to protect living units against the elements at the end of each working day. Under no circumstances shall any living unit be left unprotected due to work under the Agreement. In addition, no occupied living unit will be without essential services, including but not limited to heat, light, and water, at the end of each working day as a result of this work.

Vendor's Employee Obligations: Vendor agrees to the following requirements as it relates to its employees:

1. Vendor will enforce strict discipline and good order among its employees and all other persons carrying out the Work. Vendor shall not permit employment of unfit persons or persons not skilled in their assigned tasks. Heartland reserves the right to have the Vendor remove an employee from the premises if unfit or unskilled. If requested by Heartland, all employees shall wear uniforms with tags or embroidery showing the name of the Vendor and the name of the employee. The Vendor will follow all applicable Local, State and Federal employment laws.
2. Vendor agrees to abide by the Department of Transportation (hereafter, "DOT") regulations (Part 382 of Title 49 of the Code of Federal Regulations), if applicable. Vendor agrees that any employee operating a motor vehicle at their direction, or while undertaking the business of this Agreement, is participating in a DOT-mandated and approved random drug and alcohol testing program. Failure to maintain such a program in

compliance with DOT regulations is grounds for termination of this Agreement.

3. Vendor agrees to abide by Equal Employment Opportunity Laws and execute the Equal Employment Opportunity Addendum (attached as Exhibit A. Vendor further agrees that all subcontractors associated with the Work will also execute Exhibit A, or other document in similar format to Exhibit A.

Requirements Due to Federal Housing Assistance: Vendor acknowledges that some of Heartland's communities receive Federal assistance to provide Housing. If Federal assistance is received at a community where the Vendor is providing the Work, the Vendor certifies they have been informed of these requirements and agrees to abide by the Department of Housing and Urban Development's notice H01-02, Compliance with Section 504 of the Rehabilitation Act of 1973 and the Disability/Accessibility Provisions of the Fair Housing Act of 1988. This notice can be obtained by accessing HUD's website, www.hudclips.org. Further information regarding these requirements can be obtained at HUD's office of Fair Housing and Equal Opportunity website at www.hud.gov/fhe/fheo.html.

Additionally, Vendor acknowledges that some of Heartland's communities are subject to the following requirements: (i) Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR, Part 135; and/or (ii) the Clean Air Act, as amended and the Federal Water Pollution Control Act, as Amended. Vendor agrees to abide by all applicable regulations, as further specified in Attachment 3, and further agrees that all subcontractors involved in the Work will also abide by these regulations.

Prevention of Liens: Upon execution of this Agreement, Vendor must provide Heartland with a Listing of Subcontractors/Suppliers, as deemed necessary by Heartland in its sole discretion (See Exhibit B). Vendor certifies the parties shown on Exhibit B shall be the only subcontractors/suppliers used in performing the Work. Exhibit B may be amended as conditions warrant; however, it must be amended to incorporate a new subcontractor prior to the new subcontractor commencing services. Vendor acknowledges that no liens shall be attached to the real estate by virtue of any work done hereunder by any undisclosed suppliers, employees, materialsmen, or other subcontractors employed by Vendor and the Vendor warrants that all such parties shall be advised of the same. Vendor certifies that each subcontractor/supplier is aware of these requirements and is bound thereby. Vendor further agrees to provide Heartland with a fully executed Lien Waiver (Exhibit C), as deemed necessary by Heartland in its sole discretion. Vendor will also provide Heartland with a copy of a fully executed Lien Waiver, in the form of Exhibit C, from each subcontractor/supplier who is involved in completing the Work.

Payments: To receive any payment, the Vendor must: (i) submit to Heartland an invoice detailing the labor, services or materials already provided for Work performed; and (ii) provide Heartland with an originally executed lien waiver and submit copies of lien waivers from all subcontractors, if applicable, for the invoiced Work. By submission of an invoice for payment and lien waivers, Vendor warrants that all Work performed by Vendor, or subcontractors, to that date is free and clear of liens, claims, security interests or encumbrances from persons or entities providing labor, materials and equipment relating to the invoiced Work. Other than an initial down payment, no payment shall be made for equipment or materials that have not yet been installed at the community.

Heartland may withhold any payment, including the retainage, to Vendor if: (i) there is defective work that has not been remedied; (ii) third parties have filed claims or liens, or have threatened to file claims or liens; (iii) Vendor has failed to pay subcontractors for labor, materials or equipment; (iv) Vendor has failed to submit lien waivers itself or from all subcontractors used to perform the Work; (v) damage has been caused to the Owner, Heartland, or another vendor; (vi) Vendor fails to submit an invoice as required by the terms of this Agreement; (vii) Vendor fails to carry out Work; or (viii) Vendor has failed to provide the Heartland with information necessary to complete and file form 1099-MISC.

Termination: Should the Contractor neglect to carry out the Work properly, correct defective Work, or fail to perform any of its obligations, Heartland may, in its sole discretion, terminate this Agreement and take possession of all materials, tools, and appliances and finish the Work by such means as Heartland sees fit. If the unpaid balance for services rendered exceeds the expense of finishing the Work, such excess shall be paid to the Vendor, but if such expense exceeds the unpaid balance the Vendor shall promptly pay the difference to Heartland.

Notwithstanding anything in this Agreement, Heartland, in its sole discretion, may terminate this Agreement at any time without cause by giving at least thirty (30) days prior written notice to Vendor. Upon any termination of this Agreement, and subject to all the terms and provisions of the Agreement, Vendor shall be entitled to payment for all accepted Work

finished or installed. However, Heartland may retain from any monies due to Vendor in an amount sufficient to cover Vendor's obligation under any guarantee of materials and workmanship. Upon the expiration of these obligations, the balance of the amount, if any, shall be paid to the Vendor. Vendor, upon termination of this Agreement, shall peaceably and quietly surrender to Heartland all premises, facilities, machinery and equipment of or belonging to Heartland or for which Heartland has paid Vendor.

Vendor's Property: Vendor will be responsible for insuring all personal property including personal property of its employees and all materials and equipment brought onto any community.

Background Screening of Workers: Vendor agrees to regularly perform commercially reasonable background screens on any employees, laborers, or subcontractors who perform work within property boundaries and inside dwelling units. Vendor also agrees to not place any such employees, laborers, or subcontractors on our communities who 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, crimes such as molestation, sexual assault, indecent exposure, indecency with a child, distribution of illegal drugs, murder or kidnapping. Vendor also agrees to comply with Immigration and Customs Enforcement (ICE) regulations. Vendor understands that it has a duty to use responsible hiring practices and acknowledges Heartland's policy regarding the background screening of its labor force.

Fair Housing Policy: Vendor agrees to treat all staff, residents, prospective residents and their guests in a fair, professional manner without regard to race, color, religion, sex, familial status, handicap or national origin and in accordance with all jurisdictional guidelines, and that it will train its employees to adhere to the same anti-discrimination practices. Vendor understands that failure to adhere to Heartland's Fair Housing Policy and the Fair Housing Laws will result in the termination of its relationship with Owner and Heartland. Vendor understands Heartland's Fair Housing Policy, and Vendor is committed to complying with that policy.

INDEMNIFICATION: To the fullest extent allowed by law, Vendor shall indemnify, hold harmless, and defend Heartland, its affiliates, Owners, and their respective officers, directors, managers, employees, agents, and representatives (hereafter the "Indemnified Parties") from and against any all suits, actions, legal proceeding, claims, demands, damages, costs, and expenses of whatsoever kind or character (including but not limited to attorney's fees and litigation expenses) caused by, in connection with or arising from work performed by Vendor, materials or goods supplied by Vendor, or any wrongful acts or omissions, fault, negligence or breach of Vendor, or of anyone acting on Vendor's behalf (including, but not limited to, subcontractors of Vendor and the employees and agents of any of the foregoing), regardless of whether it was caused in part by the passive conduct, vicarious negligence, or implied omission of any Indemnified Party. However, this indemnity will not extend to any loss, damage, or expense arising out of the actions and sole gross negligence, willful misconduct or criminal acts of the Indemnified Parties. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this paragraph. Vendor's obligations shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under this contract by completion, termination, or any other manner.

Vendor's signature indicates acknowledgement of receipt and agreement with the above terms. Violation of any terms of this agreement will result in the termination of approval to perform work for Heartland, its agents or employees.

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT
Exhibit A - Equal Employment Opportunity Addendum

Attached to and made part of the Agreement by and between _____ (hereafter "Vendor") and Heartland Realty Investors, Inc. (hereafter "Heartland"), as agent for owners of communities (hereafter "Owners"), dated _____.

During the performance of this Agreement, Vendor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advancements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.
4. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The vendor will take such action with respect to any subcontract or purchase order

as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the vendor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT

Exhibit B –Subcontractors/Suppliers Requirements

_____ (hereafter “Vendor”) agrees to provide a listing of all subcontractors and/or suppliers to Heartland Realty Investors, Inc. (hereafter “Heartland”), as agent for owners of communities (hereafter “Owners”) that will be used in performing the Work, if required by Heartland. Vendors are required to complete this Exhibit B if the Work meets the following requirements:

Small Communities: Communities with up to 150 units require a listing of all subcontractors/suppliers for contracts totaling in Ten Thousand (\$10,000.00) or more.

Large Communities: Communities with more than 150 units require a listing of all subcontractors/suppliers for contracts totaling in Twenty-Five Thousand (\$25,000.00) Dollars or more.

If this Exhibit is required, Vendor agrees to provide an updated list to Heartland as necessary to reflect any changes that occur during the Work. Vendor agrees to provide the attached Listing of Subcontractors/Suppliers Form as early as possible, but at least prior to submitting an invoice.

Please confirm the type of community with the on-site Community Manager and submit the attached Listing of Subcontractors/Suppliers Form accordingly.

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT

Exhibit C – Lien Waiver Requirements

_____ (hereafter “Vendor”) agrees to provide to Heartland Realty Investors, Inc. (hereafter “Heartland”), the attached Lien Waiver form upon submission of any and all invoices, if required. Requirements for submitting the Lien Waiver form are listed below. Vendor acknowledges that if a Lien Waiver is required, Heartland will not issue payments until the completed Lien Waiver is attached to the invoice. Vendor agrees to obtain Lien Waiver forms, as necessary, from each and every subcontractor who performs Work at the community.

Small Communities: Communities with up to 150 units require Waivers of Lien for contracts totaling in Ten Thousand (\$10,000.00) or more.

Large Communities: Communities with more than 150 units require Waivers of Lien for contracts totaling in Twenty-Five Thousand (\$25,000.00) Dollars or more.

Please confirm the type of community with the on-site Community Manager and submit the attached Lien Waiver form accordingly.

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address



WAIVER OF LIEN

The undersigned, _____, a general contractor, subcontractor, or
(Contractor or Materialman)

materialman furnishing work, services, labor, materials, and/or equipment in the construction or repair of property

owned by: _____ (Owner)

and described as follows: _____ (Property Address)

I. The undersigned does hereby acknowledge that:

_____ **A) CONDITIONAL RELEASE: AMOUNT REQUESTED FOR PAYMENT.**

Upon receipt by the undersigned of a check in the sum of \$_____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the Property. This release covers the _____ (1st, 2nd, Final) progress payment to the undersigned for all labor, services, equipment or materials furnished on the above referenced Property for the scope of work per the attached invoices and or contract.

_____ **B) UNCONDITIONAL RELEASE: AMOUNT REQUESTED FOR PAYMENT.**

The undersigned has been paid and has received payment(s) in the sum of \$_____ for labor, services, equipment or materials furnished to the Owner for the Property and does hereby release pro tanto any mechanic's lien, stop notice or bond right the undersigned has on the above referenced job to the following extent. This release covers the _____ (1st, 2nd, Final) progress payment for labor, services, equipment or materials furnished on the above referenced Property for the scope of work per the attached invoices and or contract.

II. The undersigned certifies that (1) the labor, materials, fixtures, services, and supplies for which payment has been requested actually have been performed and/or supplied, and (2) any claims, bills and liabilities of any laborer, subcontractor, supplier or materialman that may have furnished any labor, materials, services or supplies, whether directly or indirectly, to the undersigned is evidenced to waivers and releases of liens attached hereto and made a part hereof executed by all of the persons or firms who have supplied labor and/or materials, services and/or equipment to the undersigned in the prosecution of the portion of the work described in the Contract.

III. The undersigned certifies that, in the event of any claim of lien shall be made arising out of or in connections with labor, services, materials and equipment furnished by the undersigned, its subcontractors or materialmen, and for which the undersigned has previously been paid, the undersigned will immediately discharge each of said liens, or in the event suit or other proceeding shall be filed as a result of such lien the undersigned agrees to indemnify and hold harmless, (1) Owner, (2) the party providing the financing for the construction of the Property ("Lender"), (3) any title insurance company issuing title insurance policies on the Property ("Title Insurer") and (4) each of their respective successors and assigns, from and against any and all costs, damages and expenses, including court costs and attorney's fees, resulting from or incidental to any such claim or suit or proceeding arising therefrom.

The undersigned acknowledges that Owner, Lender and Title Insurer are relying on the correctness of the information herein provided.

DATED AS OF _____, 20_____

BY: _____
(Contractor)

Contractor's License Number: _____

STATE OF _____ }

COUNTY/CITY OF _____ }

I, the undersigned, a Notary Public in and for said County/City, and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered that said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right homestead.

Given under my hand and official seal this _____ day of _____, 20_____

NOTARY PUBLIC

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT

Attachment 1 – Vendor Insurance Requirements

_____ (hereafter “Vendor”) will provide to Heartland Realty Investors, Inc., (hereafter, “Heartland”), current certificate(s) of insurance for all applicable types of insurance required under the Agreement, based upon the type of Work being provided if Heartland requires proof of insurance for the specific type of Work being provided. Please see below and attached for requirements:

No Insurance: Some Vendors are exempt from providing proof of insurance. See Exhibit 1-1 to confirm if your services require proof of insurance coverage.

Insurance Required: All non-exempt Vendors shall provide insurance that complies with the following:

Insurance Type	Minimum Coverage Requirements
Commercial General Liability	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 combined single limit
Worker’s Compensation (Statutory) and Employer’s Liability	\$500,000 each accident \$500,000 disease – policy limit \$500,000 disease – each employee

a) Liability Insurance: If Vendor provides services which are not listed on Exhibit 1-1, or indicated on Exhibit 1-1 that insurance is required, then Vendor must have one or more current certificates of insurance on file with Heartland. The minimum coverage requirements are detailed in the table above.

- The certificate(s) of insurance must have the additional insured checkbox checked for the general liability policy which includes, “Heartland Realty Investors, Inc., its affiliates, and the ownership entities of their owned or managed communities” as additional insureds. This is required on all Vendor general liability policies. See Exhibit 1-2 for example certificate.
- Any applicable excess/umbrella policy is to be issued on a “follows form” basis. All coverage shall be primary and non-contributory.
- The certificate(s) of insurance must remain current and any lapse in coverage will result in the termination of future purchases of Work and any other remedies to which the applicable Owner and/or Heartland are entitled.

b) Workers Compensation Insurance: Vendor shall provide Heartland, on behalf of Owner, a certificate of insurance for Worker’s Compensation coverage meeting the coverages listed above, or meeting the state-mandated amounts if less, and Employer’s Liability coverage. Heartland allows one exception for Vendors who are sole proprietors with no employees. The minimum coverage requirements are detailed in the table above.

Elevator Vendors: All Vendors completing Work on any elevator system must abide by the insurance requirements listed in Exhibit 1-3; the minimum coverage requirements listed there supersede the requirements listed above.

Vendor agrees to keep all required insurance policies current and will provide Heartland with updated certificates prior to the expiration of the coverage, as required for the Work being provided.

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT
Exhibit 1-1 Services Requiring Proof of Insurance

Service Provided	Yes	No
Alarm/Fire Protection	X	
Appliance Install/Delivery	X	
Appliance/Equipment Repair (excluding HVAC)		X
Building/Window Washers	X	
Cabinet Repair/Install		X
Cable/Telephone Install		X
Carpet Cleaners/Repair		X
Computer Tech.		X
Electrical Repair/Install	X	
Elevator Install/Repair	X	
Exterior/Interior Door & Trim		X
Exterminators	X	
Fence Repair/Install		X
Flooring Repair/Install		X
General Contractors	X	
Irrigation		X
Janitorial Services		X
Landscapers/Tree Trimmers	X	
Laundry		X
Locksmith Repair/Install	X	
Painters/Decorators		X
Parking Lot Install/Repair	X	
Plumbing Repair/Install	X	
Pool Repair/Cleaning		X
Roof Repair/Install	X	
Rubbish Removal	X	
Security (if armed, higher liability limits)	X	
Sidewalk Install/Repair	X	
Siding	X	
Snow Removal	X	
Tile/Tub Surround Repair/Install		X
Water Boiler/HVAC Repair/Install	X	
Window Covering Repair/Install		X
Window Installers	X	
Window Repair	X	

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT

Exhibit 1-3 – Elevator Vendor Insurance Requirements

For any Work being conducted on any portion of an elevator system, Vendor agrees to abide as follows. The Vendor shall not commence Work until it has agreed to and obtained the following minimum insurance coverage:

1. The Vendor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, Heartland and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, judgment, attorney’s fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services or the furnishing of the equipment and supplies and/or any acts of omissions of the Vendor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor for whom it may be liable as it relates to the scope of the Agreement.
2. The Vendor shall, before the commencement of any provisions of any services, file certificates showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner’s approval as to the adequacy of protection and compliance with the Agreement, and the satisfactory character of the Insurer.
3. It is understood and agreed that the Vendor will notify Heartland immediately when any equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment. It is further understood and agreed that the Vendor will immediately remove any equipment from service when the equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment.
4. The Vendor agrees to maintain such insurance as will fully protect the Vendor, Heartland and the Owner from any and all claims under any worker’s compensation act or employer’s liability laws, and from any and all other claims of any kind of nature for damage to property or for bodily injury, including death to anyone, that may arise from the operations of the Vendor.
5. Prior to the commencement of the Work, Vendor will purchase and maintain the following minimum insurance as will protect itself, the Owner and Heartland from any claim which may arise out of a result of Vendor’s operations under this Agreement whether such operation shall be by the Vendor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
 - a. Commercial General Liability Insurance, on an Occurrence basis including:
 - i. Bodily Injury, Property Damage including Personal Injury and death
 - ii. “Per Project” endorsement
 - iii. Broad form property damage liability
 - iv. Blanket Contractual Liability, including contractual liability assumed by this Agreement
 - v. Independent Contractors Protective Liability coverage.
 - vi. The minimum limit for Comprehensive Liability insurance coverage shall be:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
“Per Project” endorsement Products & Completed Operations Aggregate	\$1,000,000
Umbrella/Excess Liability, each Occur.	\$5,000,000. Follow form of underlying policies
Worker’s Compensation	Statutory
Employer’s Liability Insurance	Bodily Injury by Accident: \$1,000,000 each accident Bodily Injury by Disease: \$1,000,000 each employee Bodily Injury by Disease: \$1,000,000 policy limit
Automobile Liability	Bodily Injury: \$1,000,000 each person Bodily Injury: \$1,000,000 each occurrence Property Damage: \$1,000,000 each occurrence

6. The foregoing insurance policies shall be primary to any other insurance which may be carried by the Owner, and shall name "Heartland Realty Investors, Inc., its affiliates, and the ownership entities of their owned or management communities" as Additional Insureds.
7. Certificates of Insurance evidencing such coverage shall be filed with Heartland prior to the commencement of the Agreement, and renewal of insurance certificates shall be furnished prior to the expiration of any coverage herein.
8. The policies shall contain a provision giving Heartland at least 30-day prior written notice of any change or cancellation of such insurance. In the even of a cancellation of Non-Payment of Premium, a 10-day notice must be provided. This notice will be included on the Certificate of Insurance.
9. All insurance must be with a licensed and Admitted (licensed for Surplus Lines is not acceptable) insurance carrier with and maintain no less than, A.M. Best's rating of "A", size XII and shall be acceptable insurance carriers subject to the discretion of Heartland.
10. The Vendor agrees that the required insurance is not intended to limit the Vendor's liability in the event the Vendor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
11. The Vendor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Vendor on all property owned or rented by the Vendor. The Vendor hereby waives its right of recovery against the Owner for any damage or loss to property of any kind which is owned or rented by Vendor or for which the Vendor is liable.

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

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.

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A-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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella/Excess, and Workers Compensation.

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

"Heartland Realty Investors, Inc., its affiliates, and the ownership entities of their owned or managed communities" are included as Additional Insured on the General Liability Policy where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Heartland Realty Investors, Inc. 4802 Nicollet Avenue South Minneapolis, MN 55419 Fax: (612) 823-3210 Email: ap@hrii.com

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

HEARTLAND ON-SITE VENDOR SERVICE AGREEMENT
Attachment 2 – Affordable Community Federal Regulations

Vendor acknowledges that some of Heartland's communities receive federal subsidy from the U.S. Department of Housing and Urban Development ("HUD"). As such, HUD applies additional requirements of vendors who provide goods and/or services to the community. Vendor agrees to comply by the following federal regulations:

Section 3 of the Housing and Urban Development Act of 1968:

Employment of Project Area Residents and Contractors

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1707u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR, Section 135.135.

Clean Air Act and Federal Water Pollution Control Act:

In compliance with regulations issued by the Environmental Protection Agency ("EPA"), 40 CFR, Part 15, 39 F.R. 11099, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 1857, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Vendors agrees that:

- A. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed

on the EPA List of Violating Facilities pursuant to Section 15.20 of said regulations;

- B. Vendor will promptly notify the Department of Housing and Urban Development field office director of the receipt of any communication from the EPA indicating that a facility to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities;
- C. Vendor will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder; and
- D. Vendor will include or cause to be included the provisions of this Section in every nonexempt subcontract, and that Vendor will take such actions as the Government may direct as a means of enforcing such provisions.

Signature of Vendor

Date

Print Name/Title

Vendor Name and Address



Heartland Realty Investors, Inc.

RE: Check Payments Moving to Electronic Payments

Dear Vendor:

In response to these unprecedented times, we are in the process of transitioning payments made by paper check to electronic payments. To accomplish this, we require your banking information to automatically credit your bank account, along with an email address to direct the payment details to you. Receiving direct deposits from our business is free to you.

Signing up for Vendor electronic payments provides several benefits to you, our vendor:

- *Electronic payments are a faster method of payment.
- *Electronic payments can be credited to your account in less than 2 business days.
- *Electronic payments cannot be lost in the mail or delayed due to “snail mail”.
- *No need to travel to the bank to deposit your check.

An email notification will be sent to you with each direct deposit payment and contains the same payment details you currently find on the check remittance. If we are making a payment for multiple invoices you will see corresponding details on the email notification.

To expedite payment of your invoices, submit all invoices via **email** to ap@hrii.com. You may experience a delay in receiving payment if paper invoices are submitted and/or if invoices are sent to the property address.

Or remit invoices via mail to:

c/o Heartland Realty Investors, Inc.
4802 Nicollet Ave. South
Minneapolis, MN 55419

Thank You,

HEARTLAND REALTY INVESTORS, INC.

Heartland Communities:

Arboretum Villages	Birchwood Townhomes	Briarhill Apartments
Chevy Chase Park Apts	Clifton Townhomes	Country Villa Apts
Oak Pointe Apts	Lisle Station Apts/Lisle Mall	Minnetonka Heights Apts
Mountain View Apts	Olympic Ridge Apts	Powell Plaza Apts
Quail Park Village	Quail Ridge Apts	Rush Oaks Apts
Second Street Lofts	Sundance Apts	Sunnygate Village
Savannah Trace Apts	Tenino Terrace Apts	Willowbrook Apts
Woodcreek Villages	Woodlands of Minnetonka	Farmingdale Apts
Villages of Greene Valley	Auburn Townhomes	



ACH AUTHORIZATION FORM

Vendor Information

Vendor Name		Vendor No. <i>(for Heartland Entry)</i>		
Address		City	ST	Zip
Accounting/ACH Contact Name	Phone	Fax		
Email Address for Remittance Advice (**required**)				

Above named Vendor hereby authorizes Heartland Realty Investors, Inc., its affiliates, and the ownership entities of their owned or managed communities to originate Automated Clearing House electronic funds transfer (EFT) credit entries to Vendor's account, as indicated below, for payment/reimbursement of goods and/or services.

Banking Information Checking Savings Change

Name on Bank Account	Name of Bank
Bank Routing Number*	Bank Account#

*Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

Submit a copy of a voided check with this form.

If you change banks or accounts please provide at least thirty (30) days written notice.

Vendor Authorization:

 Authorized Name/Title Authorized Signature Date

**Upon completion, please scan and email this form to ap@hrii.com.*