



CONTRACTOR PACKET

Vendor Invoice and Payment Processing Instructions

Introduction

Cummings Property Management Inc. is the company that manages the administrative and financial operations of the community association that contracted your services and is responsible for processing all invoices and payments for the community association.

Cummings Property Management Inc. is committed to promptly paying you for your services provided to the community association – and in order to do so – we have provided the following invoice and payment processing instructions.

We look forward to building a positive working relationship with your company for the benefit of the community.

Required Documents

IRS Form W-9

Cummings Property Management Inc. requires a completed IRS Form W-9 to be on file for all vendors. Please submit a completed W-9 if this is the first time you are providing services to a Cummings Property Management Inc. association.

The vendor packet is included with these instructions. Upon completion of the W-9 and other forms, please scan and email the attachment to sharon.whitworth@cummingspm.com, or fax to 810-715-5316.

Certificate of Insurance

Cummings Property Management Inc. requires an up to date General Liability and Worker's Compensation Certificate of Insurance to be on file for all vendors. This certificate should name Cummings Property Management Inc. as Additional Insured. Please ensure that you have submitted an up to date Certificate of Insurance to avoid payment processing delays. Please refer any questions regarding insurance requirements to the Community Association Manager that procured your services.

If you do not have Worker's Compensation insurance either of the following options is available to you. The first option is the preferred option but the second is acceptable.

1. Contact the State of Michigan Bureau of Worker's Disability Compensation at 1-517-322-1195 and request a "Notice of Exclusion" (BWC33) form.
2. Complete the attached "Independent Contractor Statement" form on a yearly basis in lieu of a Worker's Compensation Insurance **Only** if you are a Sole Proprietor with no employees.

Failure to comply with this requirement can be very costly to our co-owners associations; therefore, payments for services performed cannot be processed without this information. We appreciate your help and understanding in this matter.



Vendor Invoice and Payment Processing Instructions (Continued)

Account Name and Billing Address

The client name and billing address should be styled as follows:

*Association Legal Name**

c/o Cummings Property Management Inc.

P.O. Box 4579

Dept. 101

Houston, TX 77210-4579

**Invoices must show the association as your client. Invoices without the association name, or invoices charged to Cummings Property Management Inc. as the client will not be processed.*

Invoice Information Requirements

Please include the following information on your invoice:

- Association Name
- Invoice Number
- Invoice Date
- Remittance Address
- Cummings Property Management Inc. Work Order Number (if applicable)
- Service date(s)
- Description of Service(s) Provided
- Contact information (address, phone number, and e-mail address)

Invoice Submission Procedures

Invoices may be submitted by one of three methods:

1. E-mailed as **pdf or word document** to cummingsinvoices@payableslockbox.com
2. Mailed to P.O. Box 4579, Houston, TX 77210-4579
3. Fax to 810-275-1288

Submission guidelines:

- **Please only submit your invoice once**
- **If you e-mail your invoices please submit each invoice as separate attachment**
- **If you fax your invoices please fax each invoice separately**
- **Submitting invoices to the local Cummings Property Management Inc. branch office or the Property Manager will delay processing**
- **Please do not submit a statement after submission of the invoice**



Invoice and Payment Processing Procedures

Cummings Property Management Inc. has entered into an agreement with AvidXchange to implement an electronic invoice and bill payment process, which will be facilitated on our behalf by AvidXchange, Inc. This process will make our bill payment process more efficient and is consistent with our efforts to act in a more environmentally sensitive manner.

When included in the Service Agreement between Strongroom, an AvidXchange company, and Cummings Property Management Inc. for AvidPay Services, AvidXchange shall have the authority to undertake the following actions:

- Request and receive electronic (PDF) invoices rather than paper invoices.
- Request information on your Accounts Receivables process, payment delivery preferences, and facilitate the payment delivery preference; i.e. the ability to accept an electronic payment with proper payment information on behalf of Cummings Property Management Inc. or through a paper check.
- When applicable, authorize modifications to Cummings Property Management Inc. "Bill To" address.
 - For paper invoice submission, authorize change of billing address.
 - For electronic invoice submission, authorize correct email address for receipt.

These changes or modifications will be limited to those that do NOT require any expenditures to Cummings Property Management Inc. or affect Cummings Property Management Inc. level of service.

This letter authorizes AvidXchange to contact you for information required to participate in the program. If you have any questions about this new process, please feel free to contact myself or Sharon Whitworth at Cummings Property Management Inc. at 810-715-5310. Thank you in advance for your cooperation in providing AvidXchange with this information.

Sincerely,

Joseph M Bushey, Vice President
Cummings Property Management Inc



Vendor Invoice and Payment Processing Instructions (Continued)

Cummings Property Management Inc. processes invoices every day and pays once a week in an effort to process payments as quickly as possible. Cummings Property Management Inc. utilizes a proprietary automated work flow system to process invoices for payment and has processes and controls in place to safeguard the association's assets and maintain an appropriate audit trail. These processes entail each and every vendor invoice going through multiple steps and approvals prior to disbursement. This length of the process can vary for each invoice depending upon numerous factors including ensuring that the vendor provided all necessary and correct information and their product / service was satisfactory. It will generally take up to 15 days for a vendor to receive payment after receipt of an invoice, including mail time, unless there are issues with the product, service, vendor, or cash position of the association.

Payment Options

In addition to traditional paper checks Cummings Property Management Inc offers free direct deposit to all its vendors. Should you choose the direct deposit option for payment of your services, you must complete the direct deposit form included in this packet. Remember to submit a voided check for the bank account you wish payments to be deposited into. A valid email address and voided check from a valid bank account are required to utilize this service.

Through our agreement with AvidXchange the following payment options are also available.

- Virtual Credit Card (VCC) – Merchant Account
- AvidPay Direct – Enhanced ACH -
- Traditional Check by U.S. Mail

Insurance Requirements:

Vendors and contractors working for the association must maintain certain minimum amounts of insurance. These requirements vary, depending on the type and hazard of work being performed, as well as other factors specific to some operations.

As a guideline, the minimum insurance requirements are shown below:

Type of Insurance:	Minimum Limits:	Required for:
Commercial General Liability	\$1 Million each occurrence, \$2 Million Aggregate.	All Vendors
Automobile Liability (owned & not owned)	\$1 Million each occurrence (or 300k each occurrence plus a 1 Million Umbrella policy)	All Vendors who use automobiles on the client property.
Workers' Compensation	Statutory Limits	Required by law for all vendors

Coverage's and limits are to be considered as minimum requirements and in no way limits the liability of the Contractor. The above guideline of limits is merely illustrative and may not include all insurance requirements for vendors providing specialized services. A certificate of insurance with the coverage as cited above and listing Cummings Property Management Inc. as the certificate holder, must be submitted to Cummings Property Management Inc. before work begins by the Contractor for the association. Coverage's represented on the certificates of insurance must show policy numbers, effective dates and limits. Renewal certificates of insurance shall be provided annually.



CONTRACTOR INFORMATION

Company Name _____

Contact Name(s) _____

Company Address _____

Mailing/Billing Address _____

Services Provided _____

Office Phone _____ Office Fax _____

Cell Phone(s) _____ Other _____

Email Address(s) _____

EIN (Corporate ID #) _____ or S.S. Number _____

Insurance Information

General Liability – Cummings Property Management **MUST BE** listed as an additionally insured

Insurance Company _____ Phone _____

Worker's Comp - State Exclusion or Independent Contractor Statement (see attached)

Insurance Company _____ Phone _____

Please note:

- Checks will not be cut if proper insurance coverage is not in place and current at the time work is performed and checks are processed
- Please note checks are cut every Friday, subject to the attached accounts payable policy.
- Your company will receive a yearly 1099 from each HOA/Condo association that you are contracted to service.
- Per our accounts payable policy, please submit a completed IRS Form W-9 with this document.
- You must also provide proof of General Liability and Worker's Compensation insurance along with this setup form. Failure to maintain general liability & workman's comp insurance (if required) will result in termination of your services.



VENDOR DIRECT DEPOSIT

Payee Authorization Form

To enroll in Vendor Accounts Payable Direct Deposit, simply fill out this form and return it with your completed vendor packet.

Attach a voided check for each checking account - not a deposit slip. If depositing into a savings account, ask your bank to give you the Routing/Transit Number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that your company is paid correctly.

Important! Please read and sign before completing and submitting.

I hereby authorize Cummings Property Management Inc. to deposit any amounts owed me as instructed by the Association for 1099 Contract work by initiating credit entries to my accounts at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by Cummings Property Management Inc. to my accounts. In the event that Cummings Property Management Inc. deposits funds erroneously into my account, I authorize Cummings Property Management Inc. to debit my account for an amount not to exceed the original amount of the erroneous credit account.

This authorization is to remain in full force and effect until Cummings Property Management Inc. and/or the Bank have received written notice from me of its termination in such time and in such manner as to afford Cummings Property Management Inc. and Bank reasonable opportunity to act on it.

(Type or print legibly)

Vendor/Company Name:	Social Security/Tax ID:
Vendor/Company Email Address for Remittance Advice:	
Vendor/Company Authorized Signature:	Date:

Account Information: Make sure to indicate what type of account funds are to be deposited into – and attach a voided check.

A C C	Bank Name:	Account Type	
		Checking	Savings
T 1	Routing/Transfer #:	Account #:	

Below is a sample check MICR line, detailing where the information necessary to complete the form can be found.

Memo _____

I: 012345678 I: 123456789 0101

Routing/Transit #
(A 9-digit number always between these two marks)

Checking Account #

Check #
(this number matches the number in the upper right corner of the check-- not needed for sign-up)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
				-			-		
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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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.

MICHIGAN WORKERS' COMPENSATION PLACEMENT FACILITY
INDEPENDENT CONTRACTOR WORKSHEET

TO BE COMPLETED BY THE INDEPENDENT CONTRACTOR

Policyholder Name form is being filled out for: _____

Subcontractor Name: _____

Doing Business As (DBA): _____

If DBA is filed, attach a copy.

1. I operate as a : Sole Proprietor Partnership Corporation Limited Liability Company

Note: If indicating Partnership, Corporation or Limited Liability Company, a **Certificate of Workers' Compensation Insurance or a properly filed Form BWC-337 must be submitted.**

2. The type of work I perform can be described as: _____

3. I hire employees or casual laborers to complete work for the named policyholder:

Yes _____ Number hired (Attach Certificate of Workers' Compensation Insurance)

No Form 1040 SCHEDULE C (Profit or Loss from Business) may be provided as verification.

4. I hire subcontractors to complete work for the named policyholder: Yes No

If yes, additional information may be required.

5. I have General Liability coverage: Yes No

If yes, a Certificate of General Liability Insurance is required.

6. To validate my standing as an independent contractor, I state that I do not exclusively depend upon the payments of the named policyholder and have worked for the following general contractors or clients during the past twelve months.

	NAME	CITY	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I acknowledge that as a sole proprietor, I am by law not covered by or subject to the Workers' Disability Compensation Act.

I certify the above represents a true and complete statement of my status as an Independent Contractor. I understand a company representative may verify this statement at any time. If requested, I agree to provide documentation to verify my status as a sole proprietor.

Signed: _____ Date: _____
(Independent Contractor)

Phone Number: _____ Email Address : _____
(Required)

This form is utilized as a test of the above individual's independent status. By completing this form, it does not automatically remove the above individual's exposure from the audit of the policy period in question. **Additional information may be required.** If independent status is proven, the exposure will not be charged.



VENDOR AGREEMENT

Disclaimer of Liability

(REQUIRED FORM)

In consideration of the acceptance of your bid and/or proposal for furnishing supplies, goods, and/or services to properties managed by, Cummings Property Management Inc., Limited., hereinafter referred to as CPM, you agree as set forth herein. This is not an exclusive right to furnish supplies, goods and/or service to our properties. As part of the business arrangement between CPM and your firm, you understand and agree that CPM manages these various communities as an agent of the owner. The names of any and all owners are available to you upon request at the office of CPM in the event of nonpayment by a community or property. In such agent capacity, you acknowledge that CPM, its officers, agents and employees have no responsibility whatsoever for payment of the supplies, goods, and/or services which you provide. The responsibility for payment rests with the owner of each of the various communities or commercial properties. By signing your name below, you also agree to bill each community or association separately. CPM represents that it has the authority to bind the Association responsible for payment of services provided and CPM has no reason to believe that the person or entity on whose behalf services are requested is unable to pay for the services.

That all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA"). That the undersigned will also indemnify, defend and hold harmless (including the payment of attorney's fees and cost) CPM, its affiliates, the property involved, the owner(s) of the property, and their respective employees, officers, and agents, should any action be initiated by any governmental or other regulatory agent for any alleged violation of such laws and regulations.

That the undersigned shall at its sole expense secure and maintain in force at all times a policy of insurance in compliance with the provisions of the Workers Compensation Laws of the State in which the property is located providing compensation coverage for all employees of the undersigned who at any time act for the undersigned. The undersigned shall furnish CPM with a certificate of such insurance policy. Nothing contained herein shall alter the relationship of the undersigned to CPM, nor have the effect of creating an employer-employee relationship between CPM and any such employee of the undersigned. The undersigned also shall be responsible for the employment control or conduct of its employees and any compensable injury of such employees in the course of their employment or otherwise.

Vendors and Contractors also agree to provide Material Safety Data Sheets to all sites upon delivery of any materials. Contractors also agree that all OSHA Regulations will be adhered to with regard to MSDS literature and make sure that all employees are schooled in the proper safety procedures when applying and/or using any chemicals on any property.

The undersigned shall also maintain liability insurance with coverage of at least \$500,000/\$1,000,000 covering all labor, materials or services furnished hereunder as well as company automotive coverage. The undersigned shall furnish CPM with a current copy of the policy, or a certificate of insurance coverage. Upon cancelation of the insurance policy either by the insurance company, or your firm, payments for services will be withheld until proof of coverage is provided. Failure to provide proof of coverage within 45 days from CPM's notification to your firm will result in termination of your contract with the communities or association(s) as a default by your firm with no penalties or additional amounts due from the individual communities or associations.

Furthermore, and in view of the foregoing, you agree to look to the credit worthiness of each individual community. More specifically, this means that if one or more communities become delinquent in their payments to you, you agree not to stop selling supplies, goods, and/or services to the other communities managed by CPM which are current in their payments to you. For any property that does become forty-five (45) days or more past due, you may terminate the furnishing of supplies, goods and/or services to that property. This will in no way, however, cause you to terminate furnishing supplies, goods, and/or services to those other communities managed by CPM which are not more than forty-five (45) days past due.

The Contractor (Firm) agrees to indemnify and hold the Association and CPM harmless from all claims, demands, and suits for injuries suffered by the Contractor and/or Contractor's officers, agents, employees, sub-contractors, or by any employee of a sub-contractor of the Contractor while working for the Association or on a property owned or managed by CPM. CONTRACTOR (FIRM) IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS UNLESS SUCH COMPENSATION COVERAGE IS PROVIDED BY THE CONTRACTOR OR SOME ENTITY OTHER THAN CPM OR THE ASSOCIATION, AND THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

Notwithstanding the provisions of this Vendor Agreement, if either party sues to enforce the provisions of this document, the prevailing party shall be entitled to reasonable attorney's fees and costs associated with the litigation.

If the foregoing meets with your agreement and approval, please so indicate by completing the following and signing in the space provided below.

Read and Agreed: Dated this _____ day of _____, 20_____.

Vendor Name _____

Federal Tax I.D.# _____ or Social Security # _____

Authorized Signature _____ Title _____