



Vendors

FBM PROPERTY MANAGEMENT is dedicated to providing outstanding service to our clients and customers. We are always seeking licensed and insured vendors that have high standards, take pride in their work, communicate well, and charge competitively for their services.

We strive to create value in the properties we manage by utilizing vendors that are cost conscience, safe, and respectable to our tenants.

In this packet, you will find the Vendor Information Form, W-9 Form, the Division of Workers Compensation Form, and Policies on Work Orders. Please review the forms. When completed, submit them to info@fbmproperty.com

You may also bring the form to the FBM office with the address located below.

If you have any questions, contact our office at (972) 878-7368, and an FBM team member will be happy to assist you.

We look forward to working with you.

FBM PROPERTY MANAGEMENT
107 S. Dallas St, #203, Ennis, TX 75119
Phone: (972) 878-7368
Fax: (972) 875-5868
www.fbmproperty.com



Policies on Work Orders

1. Any work order given to a vendor should be completed within 3 business days of being created. If it cannot be completed within that time, the Vendor is to notify the property manager of the property for which the work is assigned.
2. The invoice for any completed work orders that are not turned in within **45 DAYS** of the date it was created **WILL NOT BE PAID**.
3. Invoices for Property Management:
 - a. You can submit invoices to FBM Property Management by emailing billing@fbmproperty.com or delivering to our office at 107 S. Dallas St. Suite 203 Ennis, TX 75119.
 - b. Invoices received between the 1st and the 20th of each month will be paid on the 1st of the next month. (Example: Invoices turned in between January 1st-20th, will be paid on February 1st.)
 - c. Invoices received between 21st and the 31st will be paid on the next pay cycle. (Example: Invoices turned in between January 21st-31st, will be paid on March 1st.)
4. Vendor invoices must have a work order and a property address on the invoice to get paid for that invoice. **All invoices must separate labor from the material.**
5. Vendors need to fill out the Vendor Information Packet, which includes contact information, bank information, a W-9, and a completed Subcontractor Agreement.
6. If the Vendor has insurance, we will need a copy of their Certificate of Insurance, and you will need to add FBM Property Management as an additional insured.

Thank you for your service and we appreciate your business. These policies are to better serve our owners, and to create consistency within FBM Property Management.

Sincerely,

FBM Property Management



Required Vendor Information Form

Please fill out the form and return to the front office

Legal Company Name: _____

Name: _____

Address: _____

Contact Phone #: (_____) _____ - _____

Email: _____@_____.

SSN/Tax ID #: _____

(This will be the number that FBM will use to file 1099s)

Describe the type of work that will be performed: _____

Do you have general liability insurance? ☐ YES ☐ NO

(If yes, please provide FBM with a copy of your insurance certificate)

How would you like to receive your checks? ☐ MAIL ☐ DIRECT DEPOSIT

PLEASE READ AND SIGN BELOW

ALL VENDORS MUST HAVE A W-9 AND A SUBCONTRACTOR
AGREEMENT ON FILE

BEFORE ANY CHECKS WILL BE ISSUED

PROPERTY MANAGEMENT:

INVOICES MUST BE RECEIVED BY THE 20TH OF EACH MONTH AND
WILL BE PAID ON THE 1ST

Authorized Signature

Date



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Authorization to Credit

This document must be signed to authorize FBM to credit the account described below in lieu of sending monthly checks via mail. Please attach a voided check for the account to help verify the account numbers and bank routing numbers.

Bank Name: _____

Bank Routing Number: _____

Account Number: _____

Account Type (circle one): Checking Savings

attach a voided check for the account here

Authorization

Upon receiving this signed and dated document, **FBM Property Management** will begin crediting the above account. Should the above information change, I agree to notify FBM Property Management immediately in writing prior to the due date of the next payment. This document authorizes FBM Property Management to send credit entries, electronically or by any other commercially accepted method, to the account indicated above and to other accounts identified in the future. This authorizes the financial institution holding the Account to post all such entries. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will be in effect until FBM receives a written termination notice and has a reasonable opportunity to act on it.

Authorized Signature

Date

Printed Name



RE: Current Certificates of Insurance

As a condition of doing business with our company, please ensure that you provide the endorsed Certificate of Liability insurance with limits of liability not less than \$1,000,000.

The Certificate of Liability insurance must be provided directly from your insurance agent or insurance company. We will also expect to be notified by the agent if a mandatory insurance policy is canceled for any reason.

Thank you for your prompt attention to this request.

Sincerely,

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Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



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(972) - 878 - 7368

Subcontract Agreement Rider
(Contractor/Subcontractor)

1. Indemnity. In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Subcontractor shall defend and shall indemnify, and hold harmless, at Subcontractor's sole expense, the Contractor, the Owner of the property, and the officers, directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage, including all reasonable attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the Subcontractor or by anyone for whose acts the Subcontractor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.

2. Insurance. The Subcontractor shall procure and shall maintain until final acceptance of the Work, such insurance as will protect the Contractor, all entities the Contractor is required indemnify and hold harmless, the Owner, and their officers, directors, agents and employees, for claims arising out of or resulting from Subcontractor's Work under this Contract Agreement, whether performed by the Subcontractor, or by anyone directly or indirectly employed by Subcontractor, or by anyone for whose acts Subcontractor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.

2.1. The Subcontractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Contractor, Owner and anyone else the Owner is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Subcontractor and any Sub-Sub-Contractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the Contractor's and Owner's insurances shall be excess to Subcontractor's insurance.

2.2. The Subcontractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage or the Contractor's, Owner's (or others as required and as listed below) status as additional insured.

2.3. Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor shall provide Contractor with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontract documents. The Subcontractor shall provide Contractor thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that the insurer will provide Contractor thirty (30) days prior written notice of a change or cancellation in coverage.

Subcontract Agreement Rider (continued)

2.4. Unless otherwise stipulated in the Contract Agreement, the Subcontractor shall maintain no less than the limits specified for each of the following insurance coverages:

a) Commercial General Liability using an industry standard unmodified coverage form including contractual liability & products/completed operations, with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury; the products/completed operations coverage shall remain in effect for at least two (2) years from the date the work is substantially completed.

b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability;

c) Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.

2.5. The Subcontractor and his insurer shall waive all rights of subrogation against the Contractor, Owner and any other indemnified party, except as respects Worker's Compensation insurance.

2.6. If Subcontractor engages a Sub-Subcontractor, it is the affirmative duty of the Subcontractor to ensure that any Sub-Subcontractor complies with the insurance and indemnification requirements of this Contract Agreement.

List of Indemnified Parties and Additional Insureds:

Acknowledged by:

Contractor _____ Subcontractor _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Agreement between general contractor and subcontractor to establish independent relationship

Este formulario está disponible en español en el sitio web de la División en
www.tdi.texas.gov/forms/form20numeric.html.

Para obtener asistencia en español, llame a la División al 800-252-7031.

Part 1. Agreement

1. Type of agreement ☒ Blanket agreement or ☐ Job-site specific agreement	2. Estimated number of employees affected
3. Agreement start date (mm/dd/yyyy) OPEN	4. Agreement end date (mm/dd/yyyy) OPEN
Location of job sites affected <i>(Each affected job site must be identified for job-site specific agreements.)</i>	
5. Address (street or PO box, city, state, ZIP code)	
6. Address (street or PO box, city, state, ZIP code)	
7. Address (street or PO box, city, state, ZIP code)	

Attach a sheet with additional locations if needed.

Part 2. The general contractor must complete this part.

8. General contractor name FBM Property Management	9. Federal tax ID number 75-2109644
10. Address (street or PO box, city, state, ZIP code) 107 S Dallas Street, Suite 203, Ennis, TX 75119	11. Email info@fbmproperty.com
12. General contractor's affirmation I declare that the: - subcontractor meets the qualifications of and is operating as an independent contractor under Texas Labor Code Section 406.121; - subcontractor assumes the responsibility of an employer for the performance of work; and - subcontractor's employees are not my employees for the purposes of workers' compensation insurance coverage.	

13. Signature of general contractor

14. Date of signature (mm/dd/yyyy)

Part 3. The subcontractor must complete this part.

15. Subcontractor name

16. Federal tax ID number

17. Address (street or PO box, city, state, ZIP code)

18. Email

19. Subcontractor's affirmation

I declare that I:

- meet the qualifications of and operate as an independent contractor under Texas Labor Code Section 406.121;
- assume the responsibility of an employer for the performance of work; and
- my employees are not employees of the general contractor for the purposes of workers' compensation insurance coverage.

20. Signature of subcontractor

21. Date of signature (mm/dd/yyyy)

FAQ

Agreement between general contractor and subcontractor to establish independent relationship

Who may use this agreement?

Texas Labor Code Section 406.122(b)(2) allows some general contractors and subcontractors to agree that the subcontractor assumes the responsibilities of an employer for the performance of work.

Who is an independent contractor?

Texas Labor Code Section 406.121(2) defines an independent contractor as a person who contracts to perform work or provide a service for the benefit of another, and who ordinarily:

- acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship;
- is free to determine the manner in which they perform the service including the hours of labor or method of payment to any employee;
- is required to furnish or have employees, if any, furnish necessary tools, supplies, or materials to provide the work or service; and
- possesses the skills required for the specific work or service.

How do I know if I should sign this agreement?

You may want to talk to an attorney if you are not sure if all parties meet the requirements to enter into this agreement.

When does the agreement take effect?

The agreement takes effect on the date both parties have signed it or on the start date of the agreement, whichever is later.

Where should I send this agreement?

The general contractor must file a legible and complete copy of this agreement with their workers' compensation insurance carrier within 10 days after signing the agreement. The general contractor must keep the original. The subcontractor should also keep a copy. If the general contractor changes workers' compensation insurance carriers during the effective dates of the agreement, they should file this form with their new insurance carrier.

Do not send a copy to the Texas Department of Insurance, Division of Workers' Compensation (DWC).

Note: With few exceptions, you are entitled to:

- be informed about the information DWC collects about you;
- receive and review the information (Government Code Sections 552.021 and 552.023); and
- have DWC correct information that is incorrect (Government Code Section 559.004).

For more information, contact DWCLegalServices@tdi.texas.gov or go to the Corrections Procedure section at www.tdi.texas.gov.