



Gassen Company

Preferred Vendor Application

6438 City West Parkway • Eden Prairie, MN 55344

Phone: 952-922-5575 • Fax: 952-922-2004

www.gassen.com

Thank you for your interest in working with Gassen Company. Our preferred vendors are an extension of our company; therefore, we are very careful when it comes to selecting companies to add to our preferred Vendor list. We invest the time to research your product or service, your company's background, and reputation, and how your offerings can improve the Gassen Company experience for our employees and clients. In return, we ask that you spend the time to follow our procedures for the *Preferred Vendor Application Process*, which is outlined below.

Step 1: Complete the attached application.

Step 2: In the space provided on page 4 create a proposal that is simple and concise.

Define your competitive advantage and outline how your offerings will benefit our employees and clients.

For example, please detail how your product or service will:

- Enhance our brand and make it more attractive to clients.
- Improve the quality of living for our clients.
- Increase the efficiency of our employees and clients.

Step 3: Email your application to vendorservices@gassen.com.

Step 4: Attached a copy of your **Certificates of Insurance**. See page 3 for an example of Gassen required limits.

Step 5: Attached a copy of your **W9**.

Step 6: A Gassen Company vendor review panel meets to discuss any applications and proposals that have been received. At that time, we consider all initial information. If we believe the proposal warrants further discussion, you will be contacted to provide us with more information. If the panel consensus is that the proposal does not complement or improve our business model, you will be informed of our denial.

We ask that you please follow this protocol through the entire consideration process. Due to our high volume of calls and email messages, we strongly discourage additional follow up on your part, and we request that you wait for our review panel to contact you. Following this protocol will allow us to give your proposal the time and attention it deserves.

Again, thank you for your interest in working with Gassen Company.

Company Information

Vendor Company Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
E-mail _____ Website _____
Federal Tax Id# _____
DBA (if applicable) _____

Contact Information

1. Primary Contact Name _____
Title _____ Phone _____
Cell Phone _____ E-mail _____
2. Contact Name _____
Title _____ Phone _____
Cell Phone _____ E-mail _____
3. 24Hour Emergency Contact _____
Title _____ Phone _____
Cell Phone _____ E-mail _____

Primary State License

Name (as it appears on license) _____
Licensing Authority _____
State _____ License Number _____
Type of License _____

Certificates of Insurance

Commercial General Liability, Automobile Liability, Workers Compensation
Attach copies to your application. Please include your **W/9**.

References

1. Name _____ Title _____
Phone _____ Nature of Business _____
2. Name _____ Title _____
Phone _____ Nature of Business _____
3. Name _____ Title _____
Phone _____ Nature of Business _____

Other

1. How many years have you been in business?
2. What counties do you serve?
3. Do all company employees possess all required licenses, permits and approvals to conduct business? Yes No
4. Is your company a member of the Better Business Bureau? Yes No
If yes, what is the current rating? _____
5. Is your company a member of Angie's List? Yes No
If yes, what is the current rating? _____
6. Has your company already served Gassen-managed properties? Yes No
If yes, please list them here.

Proposal

Vendor Services Categories – Please select all that apply for your company.

Animal Services:

- Pest Control Extermination

Appliances:

- Sales Installation Repair
- Removal Recycling Other:

Asphalt:

- Seal Coating Paving
- Striping Other:

Attorneys

Auditor / CPA

Banking Services

Cable TV / Internet / Satellite

Chimney:

- Repairs Cleaning

Concrete Services:

- Paving Repairs Cleaning
- Exposed Aggregate Mudjacking
- Sandjacking Sealcoating Other:

Consulting Services

Doors:

- Interior Doors Garage Doors

Dryer Vent Cleaning

Electrical:

- Electrician Supplies LED Retrofit
- Solar Other:

Elevator Services & Maintenance

Environmental Cleanup

Engineering Services

Exercise Equipment:

- Sales Repairs

Fencing:

- New Repairs Cleaning

Fire Safety:

- Suppression Systems
- Alarm Systems

Flooring Services:

- Carpet / Tile / Rugs
- Sales Carpet Cleaning
- Tile Cleaning Grout Cleaning
- Rug Cleaning Rug Rent/Buy
- Other:

Fuel Oil

Garage Services:

- Sealing/Waterproofing Striping
- Sweeping Cleaning Coating
- Epoxy Loading Dock Equipment
- Other:

General Contractor:

- General Decks Drywall
- Other:

Generator Testing/Repairs

Glass

Gutters:

- Sales Repairs Cleaning

Hazardous Materials:

- Asbestos Lead Mold
- Inspections
- Underground Tank Removal
- Other:

HVAC:

- Service Duct/Vent Cleaning
- A/C Rental Other:

Ice Dam/Roof Snow Removal

Insulation

Insurance

Janitorial:

- Services Cleaning Supplies

Lake / Pond Maintenance

Landscaping & Grounds:

- Design Excavation Drainage Issues
- Mowing Snow Removal
- Irrigation Surveying Other:

Laundry Room Services

Lighting:

- Sales Repairs Holiday Lighting

Maintenance Handyman

Masonry:

- Tuckpointing Other:

Painting:

- Caulking

Plumbing:

- General Boilers
- Leak Detection
- Other:

 Pool Management **Pressure Washing** **Realtor** **Refuse Removal****Restoration:**

- Fire Water Mold Smoke
- Biohazard
- Emergency Cleaning
- Disaster
- Other:

 Reserve Studies **Retaining Walls** **Roadways:**

- Cleaning Striping Repairs
- Other:

Roofing:

- New Repairs
- Ice Dam Removal
- Other:

Security:

- Alarm Systems Repairs
- Locks
- Keys Other:

Sewer Storm Drains:

- Cleaning Repairs

 Siding **Signs** **Stucco:**

- Repairs Removal

 Tennis Court Resurfacing**Trash Chutes & Compactors:**

- Cleaning Repair Door Repair
- Other:

Trees:

- Trimming Removal Treatment
- Certified Arborist Other:

 Towing **Uniforms****Water:**

- Waterproofing Leak Detection
- Other:

 Water Softener:

- Sales Salt Repair Other:

Windows:

- Sales Washing Tinting

Wrought Iron:

- Sales Repair Replacement

Other:

VENDOR SERVICE AGREEMENT

BETWEEN

GASSEN COMPANY INC.

And

This Vendor Service Agreement (the "Agreement") dated _____ is made by and between Gassen Company Inc., a Minnesota corporation with a business address located at 6438 City West Parkway, Eden Prairie, Minnesota 55344 ("Gassen") and _____, a _____ with a business address located at _____ ("Vendor"). Gassen and Vendor are hereinafter collectively referred to as the "Parties."

WHEREAS, Vendor desires to obtain leads with respect to certain construction projects; and

WHEREAS, Gassen, in the course of its normal business, has customers who may require capital improvements on their properties (e.g., roofing work, siding work, and window work);

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. CONSIDERATION FROM GASSEN: In exchange for the consideration from Vendor set forth herein, Gassen agrees as follows:

A. Listing Vendor on Vendor List. Gassen shall list Vendor on its internal Vendor List at no charge.

B. Discretionary Referrals to Vendor. Gassen may, from time to time, refer its clients considering potential capital improvement projects to Vendor.

C. Non-Exclusivity. The Parties understand and agree that Gassen may list other persons or entities on its Vendor List. The Parties further understand that Gassen is not obligated to refer its clients exclusively to Vendor, and that Gassen may also refer its customers to other contractors.

II. CONSIDERATION FROM VENDOR: In exchange for the consideration from Gassen set forth herein, Vendor agrees as follows:

A. Incorporation of Agreement Into All Underlying Contracts. Vendor agrees that the terms of this Agreement shall be incorporated into, and become a part of, all contracts Vendor enters into with Gassen's clients for capital improvement projects (hereinafter referred to as "Underlying Contract"). If there is a conflict between the terms of an Underlying Contract and this Agreement, then the terms of this Agreement shall control. Unless otherwise specified, all terms used in this Agreement shall have the same meaning as those terms have in the Underlying Contract.

B. Maintenance of Insurance Coverage. Vendor shall obtain and maintain the following insurance:

(i) Commercial General Liability insurance, written on an occurrence form, with policy limits of not less than: (a) ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence; (b) ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for personal/advertising injury; (c) ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for damage to rented premises; (d) FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for medical expenses; (e) TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) general aggregate; and (f) TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate for products-completed operations hazard. This policy must provide coverage for liability arising out of "your work" or "your operations." Use of the phrase "ongoing operations" is not

acceptable. This policy must not exclude coverage for work performed on multi-unit housing. This policy must cover Vendor and its employees, subcontractors, and agents. Additionally, this policy must include an Additional Insured endorsement naming Gassen and the property that is the subject of the Underlying Contract as Additional Insureds for the duration of Vendor's work on a primary and non-contributory basis for "your work" and "your operations". Any endorsements providing coverage for the Additional Insureds in accordance with this Section shall be on ISO Form CG 20 10 04 13 and CG 20 37 04 13 or their equivalents.

(ii) Automobile Liability covering vehicles owned and non-owned vehicles used by Vendor with combined single policy limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence for bodily injury (including death) and property damage arising out of the ownership, maintenance, and use of those motor vehicles in connection with Vendor's work, along with any other statutorily required automobile coverage.

(iii) Workers' Compensation insurance covering Vendor and its employees, subcontractors, and agents with policy limits of not less than: (a) FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) Bodily Injury Each Accident; (b) FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) Bodily Injury By Disease - Each Person; and (c) FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) Bodily Injury to Disease - Policy Limit. Such policy shall include a Waiver of Subrogation endorsement.

Vendor shall not perform any work under an Underlying Contract unless and until it provides Gassen with a Certificate of Insurance and Additional Insured endorsement for each of the insurance policies listed in Paragraph 2(a) above. If Vendor does not provide Gassen with a Certificate of Insurance and Additional Insured endorsement for each of these insurance policies within thirty (30) days of demand, then Vendor agrees that Gassen's client shall have the right to cancel the Underlying Contract and Vendor shall be deemed to have waived all claims, including but not limited to claims for breach of contract, arising therefrom.

C. Defense and Indemnification. To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Gassen, its clients, and their respective officers, employees, and assigns of any of them, from and against any and all claims, demands, costs, expenses, liabilities, causes of action, penalties, taxes, and damages of every kind and character which may be asserted by any person or entity to the extent caused by Vendor's negligent or other wrongful acts, errors, and/or omissions arising out of or related to Vendor's work under an Underlying Contract. This provision shall survive termination of this Agreement.

IV. CONSTRUCTION. The Parties acknowledge and represent that no promise or representation not contained in this Agreement have been made to them, acknowledge, and represent that this Agreement contains the entire understanding between the Parties, and contains all terms and conditions pertaining to the Parties' referral compensation agreement. Any modification or addition to this Agreement must be in writing and signed by both parties. If any provision of this Agreement or application thereof is found to be invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are severable. This Agreement shall be governed, construed, and enforced in accordance with and subject to the laws of the State of Minnesota, without regard for its conflict of laws provisions.

GASSEN COMPANY INC.

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

E-Mail: _____

Phone Number: _____

Terms & Conditions

1. The Vendor is seeking to become a preferred vendor of Gassen Company for the purposes of providing goods and services to Gassen Company and its Association clients.
2. The Vendor certifies that all information submitted to Gassen Company is valid and correct and the Vendor understands and agrees that Gassen Company may rely on all such information when considering the selection of the Vendor as a "Preferred Vendor".
3. The Vendor understands that Gassen Company may contact references, confirm information, and investigate any information relating to the Vendor at the sole discretion of Gassen Company and that the results of such references, confirmations and investigations may be shared freely and without restriction to Gassen Company and its Association clients.
4. The Vendor understands that should Gassen Company accept the Vendor as a Preferred Vendor such approval will remain in force at the discretion of Gassen Company and is required re-submit this application upon the request of Gassen Company.
5. In the event that the Vendor becomes a Preferred Vendor, it hereby represents and warrants to Gassen Company as follows:
 - All services shall be performed to the highest quality and workmanlike standards and all goods supplied shall be of the highest quality;
 - If notified of any deficiency, whether orally or in writing, it will immediately take whatever steps are necessary to rectify such deficiency to the standard required at its own cost;
 - Throughout the term that the Vendor is a Preferred Vendor, it will maintain in full force and effect such policies of insurance as are necessary to hold Gassen Company harmless and fully indemnified from any liability arising from services performed or goods supplied including:
 - Workman's Compensation Insurance of \$100,000 to \$500,000, depending on Tier level;
 - Comprehensive General Liability and Property Damage Insurance of \$500,000 to \$1,000,000, depending on Tier level;
 - Automobile Insurance of \$100,000 to \$500,000, depending on Tier level; and
 - Such other insurance coverage in such amount as is customary for the industry in which the Preferred Vendor operates;
 - Upon request by Gassen Company it will cause a Certificate of Insurance to be issued in the name of Gassen Company. Such certificate shall specifically state the risks covered and amounts thereof as well as the fact that such insurance may not be cancelled or amended without the prior written consent of the certificate holder;
 - It shall at all times comply with all applicable laws, ordinances, regulations and all lawful orders and guidelines of any duly constituted authority;
 - Gassen Company shall be entitled to rely on the representations and warranties given by any person or persons named in the application for Preferred Vendor status;
 - All services performed or goods supplied shall be provided or supplied in accordance with the terms of a valid purchase or work order issued by Gassen Company or its Association clients or otherwise in accordance with a written agreement covering the scope of work to be provided;
6. Acceptance by Gassen Company of the Vendor as a Preferred Vendor does not in any way constitute an offer to provide services or supply goods. Gassen Company makes no representation or warranty that it will endorse the services or products of the Preferred Vendor, nor is it obligated to purchase any such goods or services from the Preferred Vendor.
7. The Preferred Vendor shall indemnify and forever hold Gassen Company harmless from or against any claims asserted by, or any liability to, any person or entity resulting from or arising out of the Preferred Vendor's negligent acts or omissions in connection with the performance of its services or the provision of goods.

Applicant Signature _____ Printed Name _____
Title _____ Date _____

OFFICE USE ONLY

Approved by _____ Date _____
Declined by _____ Date _____

NOTES: