

## STAYING PUT IN NEW CANAAN

### VENDOR AGREEMENT

#### Vendor Application Acceptance

We are pleased to inform you that your company has been selected to be a preferred vendor for the Staying Put in New Canaan program. This means that your company will appear on the Vendor List available to our Executive Director. This does not ensure that you will receive referrals or business which depends entirely on the preferences of the members. We will attempt to match the needs of the members to your services, but we will not use any system to ensure an equal distribution of the business referred to you or others doing similar work. Instead business will be referred to you based on how quickly and effectively you respond to the requests of the members, on the cost of the work and how proficiently it is done.

#### Vendor Pricing, Billing Process, Payments

In order to be a preferred vendor you will need to agree to the following terms and conditions.

1 - Vendor Pricing. You will be paid the rate that you provide in your application. Your rate will be noted on the Vendor List and must be guaranteed for a minimum of twelve months from the date of your signed application. The member and vendor will negotiate and enter into their own contractual agreement and this Vendor Agreement does not apply with respect to such contracted agreements. Staying Put encourages the vendor to consider reduced rates where possible.

2 - Billing Process. When you receive a work order from a member, you will be expected to respond according to the time frame, work specifications and pricing agreed upon with the member. Should a dispute arise between vendor and Staying Put member, the Executive Director or other Staying Put Board member, may assist in settling such a dispute. We would expect vendors to charge sales tax only for those services that are subject to sales tax.

3 - Termination of Agreement. This agreement may be terminated by either party at any time, with or without cause, upon five days of written notice to the other. Failure to maintain adequate liability insurance would be an example of the grounds for termination. Upon termination the vendor shall no longer be a preferred vendor for the Staying Put program however, such termination does not release the vendor from any obligation to complete any services previously contracted with an Staying Put member.

The Contractor, by execution of this agreement, agrees to participate in the network and by doing so accepts the relationship of trust and confidence established with Staying Put. Contractor acknowledges that in order for the network to operate as intended, contractor must provide competitive pricing to Staying Put members and must deliver high quality work and exceptional service to the individual projects. Contractor represents that it will provide such competitive pricing, first quality workmanship and exceptional client service while participating in the network. The Contractor's representations as to competitiveness, first quality work and service are material inducements for Staying Put to allow contractor to participate in the network. Contractor represents that it is properly licensed under Connecticut law and has evidence of commercial general liability with limits of not less than \$500,000 per occurrence and workers compensation per Connecticut state statute.

Contractor guarantees and warrants the work it provides to members and each project for a period of one year from completion and will put said guaranty in all its contacts with members. If any defects in material or workmanship occur Contractor agrees to promptly repair such defect at its sole cost and expense. Failure to promptly correct such defect shall be a material breach of the agreement and their agreement with the member. If any incidental or specific product or material warranty exceeds on year length, Contractor agrees to assign and transfer such warranties to the Staying Put member.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless Staying Put and its members from any and all claims for damages, liens, injuries, losses, Contractor's employee fidelity issues, design issues, and expenses, including but not limited to attorney's fees and court costs, directly or indirectly arising out of or resulting from or occurring in connection with performance of the Contractor's work.

INTENDING TO BE LEGALLY BOUND, The parties set their hands below:

Vendor name \_\_\_\_\_ Staying Put in New Canaan

\_\_\_\_\_

Signed \_\_\_\_\_ Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

STAYING PUT IN NEW CANAAN

APPLICATION TO PROVIDE SERVICES

Company name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E mail \_\_\_\_\_

Contact person \_\_\_\_\_

1 - Describe the services you would provide

\_\_\_\_\_  
\_\_\_\_\_

2 - Describe your experience and length of time providing these services

\_\_\_\_\_  
\_\_\_\_\_

3 - List the types of equipment, other than common tools, you have to perform the services you provide

\_\_\_\_\_  
\_\_\_\_\_

4 - Describe your experience and/or willingness to work closely and sensitively with older adults. Would you be willing to attend a brief training session on working with seniors?

\_\_\_\_\_  
\_\_\_\_\_

5 - Describe briefly how you screen prospective employees or subcontractors including criminal background checks? Do you conduct periodic/annual checks thereafter? \_\_\_\_\_

\_\_\_\_\_

6 - List your insurance company and amount of liability coverage you carry

\_\_\_\_\_  
\_\_\_\_\_

Insurance renewal is the responsibility of the Contractor and he must produce evidence that this insurance is maintained as current.

7 - Describe briefly all applicable local/state/federal licenses your company has?

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8 - Specify the way you charge for your services, such as time and materials, price per hour, fixed price for the season, etc. Include a copy of the rates pricing structure that would apply to Staying Put members and how these rates would compare with those for your regular customers. \_\_\_\_\_

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9 - Please list three individuals (name and daytime phone) living in the Fairfield County who have used your services within this past year and who can recommend you:

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I hereby submit this material on behalf of the company and represent that it is accurate.

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_