



SMG HOLDINGS

PREFERRED VENDOR APPLICATION AND AGREEMENT

COMPANY INFORMATION:

Company Name (same as W9):

Company Name d/b/a (if different from above):

Tax ID#:

Address (Physical)

City/State/Zip

Phone

Fax

Billing Address (if different from above)

City/State/Zip

Service Area(s): Please provide by either State/City/Zip Code and include milage radius, if applicable for City/Zip

Can Service Area(s) above all be serviced within 2-4 hours for Emergencies:

Yes

No

If no, please indicate ER Service Area:

Business Designations:

Check all that apply:

Woman Owned

Union Company

Veteran Owned

Minority Owned Company

Other: _____

Insurance requirements include the minimum policy coverage of \$1M in liability/\$2M aggregate/\$1M or an umbrella and that SMG HOLDINGS LLC is listed as additionally insured.

Does your insurance your meet this requirement?

Yes

No

Please submit COI per SMG Requirements

CONTACT INFORMATION:

Main Contact Person (Dispatch)	Phone	Email
Main Contact Person (Invoicing/AR)	Phone	Email
Emergency Contact/Afterhours service calls:	Phone	Email
Owner of Company	Phone	Email
Additional Contact Information: <i>(Please describe here- including details regarding After hour/Weekend Contacts, if multiple)</i>		

EMPLOYEE PRACTICES:

Drug Screening Practice: <i>Check all applicable</i>	Pre-Employment	Random	Incident	None
Does your company have a Safety/OSHA Policy in place?	Yes	No		

COMPANY SERVICES & LICENSES:

How many W-2 service technicians does your company employ? _____

How many trucks does your company have in service? _____

What percent of the business is self-performed by W-2 employees? _____%

If the above answer is less than 100%, please list what services are contracted out?

License Type: _____ State: _____ License # _____	Exp Date:
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License Type: _____ State: _____ License # _____	Exp Date:
License Type: _____ State: _____ License # _____	Exp Date:

SERVICES T&M RATES:

Please list all applicable rates for services indicated above. *Rates must be provided for application eligibility and processing.*

STANDARD HOURLY RATES:

Plumbing Repair	\$ _____	Drain Cleaning	\$ _____	Backflow Test	\$ _____
Carpentry	\$ _____	Electrical	\$ _____	Signs/Lighting	\$ _____
Locks	\$ _____	Doors/Gates	\$ _____	Glass/Window	\$ _____
HVAC	\$ _____	Duct Cleaning	\$ _____	Waste Removal	\$ _____

After Hours & Weekends	Holiday
Standard Rate Multiplier: _____ <i>(i.e. 1.5x Standard Rate)</i> Days & Hours Applicable: Monday-Friday: Saturday-Sunday:	Standard Rate Multiplier: _____ <i>(i.e. 2.0x Standard Rate)</i> Days & Hours Applicable: <i>(only if different from 6 nationally observed US holidays)</i>
TRIP or TRAVEL CHARGE:	MATERIAL/PARTS MARKUP:

COMPANY REFERENCES

Please provide three (3) references or companies you have provided service to within the last two years.

Company:	Name:	Phone:
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE ATTACHED SMG HOLDINGS TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS PREFERRED VENDOR APPLICATION AND AGREEMENT.



SMG HOLDINGS

PREFERRED VENDOR APPLICATION AND AGREEMENT TERMS AND CONDITIONS

This Preferred Vendor Application and Agreement (this “Agreement”) is entered into by and between the vendor identified on page 1 (“Vendor”) and SMG Holdings. The terms and conditions herein apply to this Agreement and each SMG Holdings work order accepted by Vendor. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Any breach of, or attempt to circumvent, this Agreement by Vendor (inclusive of its personnel), including (a) soliciting any Client (as defined herein), (b) attempting to collect payment directly from any SMG Holdings client (or affiliate), (c) engaging in any malicious, rude, or harassing behavior or other willful misconduct, (d) filing any lien against any property of an SMG Holdings client (or affiliate), or (e) commencing any legal action against any SMG Holdings client (or affiliate), will result in immediate revocation of Vendor’s preferred vendor status and possible legal action.
2. Vendor will receive a faxed/emailed work order from SMG Holdings each time service is requested by SMG Holdings. Each work order will have a specified work order number and a specified not-to-exceed (NTE) dollar amount. Acceptance of each work order by Vendor acts as legal acceptance of its terms (commencement of performance of a work order by Vendor shall also be deemed to be acceptance of such work order by Vendor), which include the terms and conditions herein.
3. Any and all amounts (including any fees, taxes, and other amounts) that Vendor intends to charge in excess of the NTE dollar amount specified in the applicable work order must be quoted by Vendor in writing and either faxed to SMG Holdings at 732-223-5005 or emailed to SMG Holdings at quotes@smgholdingsllc.com, and will be subject to the written authorization of SMG Holdings. No authorization from an SMG Holdings client or any officer or other personnel of such client will be honored. ALL AUTHORIZATIONS MUST COME FROM SMG Holdings. Authorizations from SMG Holdings, when granted, will always be in writing and sent to Vendor via fax or email from the offices of SMG Holdings after the work/amounts have been authorized by SMG Holdings. If Vendor submits any invoices to SMG Holdings that would cause the applicable NTE dollar amount to be exceeded, SMG Holdings shall not be obligated to pay the excess amount, except to the extent that SMG Holdings previously authorized the excess amount as described in this Section.
4. Subject to these terms and conditions, the **payment terms for each work order are sixty (60) days** from SMG Holdings’ receipt, as described herein, of all required paperwork (including a correct invoice) and other documentation listed in such work order. SMG Holdings shall not have any responsibility, obligation, or liability with respect to any invoice sent to (a) the wrong address, (b) to the site serviced, or (c) to the corporate offices of the site serviced. ALL INVOICES MUST BE SENT TO SMG Holdings by email at invoices@smgholdingsllc.com or via the SMG Holdings Vendor Portal. SMG Holdings recommends that Vendor submit its invoice as described herein as soon as possible after the applicable work within the scope of the invoice is completed. Invoices must be submitted as described herein, in each case within fifteen (15) days after completion of the applicable work within the scope of the invoice. SMG Holdings shall not have any responsibility, obligation, or liability with respect to any invoice that is submitted late. Notwithstanding the foregoing, SMG Holdings may withhold payment of the disputed portion of any invoiced amount disputed in good faith, provided that SMG Holdings shall notify Vendor of the invoiced amount in dispute and the reasons for its dispute. The parties shall use reasonable efforts to work together in good faith to resolve any such invoice dispute in a timely manner.

SMG Holdings now has a Vendor Portal that can be used to upload invoices, photos, signoffs, surveys, proposals and other related work order documentation. You will also find in that portal detailed payment and invoice status information. Please contact an SMG Holdings account manager for your unique user ID and login information and other instructions for accessing the SMG Holdings Vendor Portal.

5. Pursuant to this Agreement, Vendor is a subcontractor of SMG Holdings engaged by SMG Holdings. For clarity, Vendor is not a contractor of, and Vendor has no privity of contract with, any of the retail companies whose sites Vendor services through this Agreement and SMG Holdings work orders. Accordingly, any legal disputes, issues, and communications related to this Agreement and SMG Holdings work orders must be sent to SMG Holdings, and not to any SMG Holdings client (or affiliate). If Vendor initiates any legal action against any SMG Holdings client (or affiliate) related in any way to this Agreement or any SMG Holdings work order or Vendor's work thereunder, that will result in immediate revocation of Vendor's preferred vendor status and possible legal action.

6. SMG Holdings closely tracks the service personnel who go in and out of SMG Holdings' clients' stores. SMG Holdings provides Vendor a toll-free number on each work order, and in each case Vendor shall ensure that each of its workers, when performing work related to such work order, use that toll-free number to check in and out of each job within the scope of such work order. Workers must check in and out by calling with a store phone every time they are in store for a job. SMG Holdings may refuse invoices if the steps described in this Section are not completed by Vendor and/or its workers.

7. Vendor hereby agrees, represents, and warrants that Vendor (1) shall perform its obligations under this Agreement and each SMG Holdings work order in accordance with this Agreement and the applicable work order and in a professional, timely, courteous, and workmanlike manner with due care, to the satisfaction of SMG Holdings, and (2) has and shall keep in force any and all appropriate trade license and any and all other licenses, registrations and certifications required for the conduct of its business and the performance of the services to be performed by Vendor. Vendor shall, without additional compensation, and at its own cost and expense, promptly correct any errors, omissions or other deficiencies in the services and/or work product provided by Vendor. For purposes of clarity, this obligation of Vendor to correct non-conforming services and/or work product shall not limit any other remedies that SMG Holdings may have under this Agreement, at law or in equity.

8. Vendor shall not assign any of its rights or delegate or subcontract any of its duties under this Agreement or any SMG Holdings work order without the prior signed written consent of SMG Holdings in each case. Any attempted assignment, delegation or subcontracting without the prior signed written consent of SMG Holdings shall be void and ineffective. Any assignment, delegation or subcontracting consented to by SMG Holdings shall not relieve Vendor of its responsibilities and liabilities hereunder and Vendor shall remain responsible and liable to SMG Holdings for the conduct and performance of each permitted assignee, delegate and subcontractor.

9. Vendor shall maintain, at its cost and expense, the following insurance: (a) Commercial General Liability insurance with limits of not less than \$1 million per occurrence and \$2 million aggregate; (b) Automobile Liability insurance with limits of not less than \$1 million combined single limit; and (c) Workers Compensation and Employers' Liability insurance as required by law. Vendor shall ensure that each insurance policy required by virtue of part (a) and (b) of the preceding sentence is endorsed to provide for (i) waiver of the right of subrogation against SMG Holdings and its insurers, and (ii) the naming of "SMG Holdings LLC, 54 Broad Street, Suite 300, Red Bank, NJ 07701" as an additional insured on a primary and non-contributory basis. Upon SMG Holdings' request, Vendor shall promptly (within five (5) business days) provide SMG Holdings with the certificate(s) of insurance showing Vendor's compliance with this Section. Vendor shall provide, or cause its insurers to provide, to SMG Holdings written notice at least thirty (30) days prior to any materially adverse change, cancellation, or non-renewal of the above referenced insurance.

10. The term of this Agreement commences on the date as of which this Agreement has been signed by Vendor and SMG Holdings (that date, the "Effective Date") and will continue until this Agreement is terminated in accordance with its terms. The initial term of this Agreement commences on the Effective Date and will expire on the date that is twenty-four (24) months after the Effective Date. At the expiration of the Initial Term, and at the expiration of each Renewal Term (defined below), as applicable, the term of this Agreement shall automatically extend for an additional, consecutive twelve (12) month period (each, a "Renewal Term"), in each case unless either party provides written notice to the other party, not less than ninety (90) days prior to the expiration of the Initial Term or the then current Renewal Term, of such party's intent for this Agreement to terminate as of the expiration of the then current term. The parts of this Agreement that would require that they survive the termination of this Agreement in order to give them full force and effect (including, but not limited to, Sections 5, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22) shall survive the termination of this Agreement.

11. Vendor agrees that Vendor and its personnel shall keep all Confidential Information (defined below) confidential and shall not, without the prior signed written consent of SMG Holdings in each case, disclose or provide access to any Confidential Information or use any Confidential Information other than as reasonably necessary to perform services pursuant to this Agreement and/or an SMG Holdings work order. As used herein, "Confidential Information" means any and all nonpublic information concerning SMG Holdings or any of SMG Holdings' client information in any format or medium, whether written, electronic, or oral, and whether or not marked or otherwise identified as "confidential" or similar (including, without limitation, all trade secrets, proprietary information, technical information, financial information (including, without limitation, information regarding sales, costs, profits, margins, pricing strategies, pricing, etc.), designs, plans, marketing plans and marketing strategies, processes, procedures, specification, drawings, diagrams, instructions, data, documentation, client contact lists, client information, intellectual property, and other information concerning the business and affairs of SMG Holdings or any SMG Holdings' client) that Vendor (inclusive of its personnel) receives, accesses, or otherwise learns of from SMG Holdings or any SMG Holdings' client due to or incidental to Vendor's relationship with SMG Holdings and/or any services performed or undertaken pursuant to this Agreement and/or an SMG Holdings work order.

12. During the Restricted Period (defined below), Vendor (inclusive of its personnel) shall not, directly or indirectly: (i) solicit any Client (defined below) in furtherance or assistance of any business that competes with SMG Holdings, (ii) divert or attempt to divert any Client away from SMG Holdings, or (iii) induce or attempt to induce any Client not to do business with SMG Holdings, to cease doing business with SMG Holdings, or to reduce the amount of business such Client does with SMG Holdings. As used herein, (a) the "Restricted Period" means the period commencing on the Effective Date and expiring five (5) years after the later of (x) the termination of this Agreement in accordance with its terms, and (y) the date that Vendor ceases to perform any work for SMG Holdings, and (b) "Client" means any SMG Holdings client for which the Vendor performs or undertakes to perform any work under this Agreement and/or under any SMG Holdings work order as well as any SMG Holdings client identified in any SMG Holdings work order furnished to Vendor.

13. Vendor (inclusive of its personnel) shall not make, directly or indirectly, any oral, written, or other statement, express or implied, that is disparaging or defamatory of, or that otherwise calls into disrepute, SMG Holdings or any of its owners, personnel, or services.

14. Vendor shall indemnify, defend, and hold harmless SMG Holdings and its affiliates and their respective owners and personnel for, from, and against any and all losses, damages, liabilities, claims, demands, and reasonable fees, costs, and expenses (including attorneys' fees) arising out of or related to any acts, omissions, breach, negligence, and/or willful misconduct of Vendor (inclusive of its personnel), including, without limitation, any defective service and/or work product provided by Vendor (inclusive of its personnel).

15. The parties are independent contracting entities. Nothing in this Agreement or in any work order shall be construed to create a partnership, agency relationship, or joint venture between the parties. No individual hired, engaged, or otherwise used by Vendor shall be, or be deemed to be, an employee or agent of SMG Holdings or entitled to any benefits that SMG Holdings provides to its own employees.

16. If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid or unenforceable in any respect, such provision shall be enforced to the maximum extent permissible under applicable law, and any invalidity or unenforceability of such provision shall not affect any other provision of this Agreement and this Agreement shall otherwise remain in full force and effect. If any provision of this Agreement is found by a court or arbitrator of competent jurisdiction to be unenforceable by reason of it being too extensive in any respect, such provision shall be interpreted to extend only over the maximum extent as to which it may be enforceable, all as determined by the court or arbitrator of competent jurisdiction making such determination, and, in its reduced form, such provision shall then be enforceable.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

18. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE DISTRICT OF NEW JERSEY OR THE COURTS OF THE STATE OF NEW JERSEY IN EACH CASE LOCATED IN THE STATE OF NEW JERSEY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH

COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN SUCH COURTS AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

19. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR BASED UPON THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT.

20. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be amended or modified except by an instrument in writing signed by the parties that expressly references this Agreement and the provisions herein to be amended or modified thereby. No waiver by any party of any provision of this Agreement or any breach shall be valid unless the same shall be in writing and signed by the party making such waiver.

21. This Agreement (inclusive of each SMG Holdings work order accepted by Vendor) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and undertakings between the parties with respect to the subject matter hereof. Any terms or conditions contained in any document or instrument of Vendor, or proposed at any time by Vendor in any manner, that conflict with any of the terms and conditions in this Agreement are hereby objected to by SMG Holdings without the need for any further notice of objection (Vendor hereby waives any right or requirement to receive any such further notice of objection) and shall be of no force or effect nor in any circumstances binding upon SMG Holdings unless expressly agreed to in a writing signed by SMG Holdings.

22. This Agreement may be executed in counterparts, which together shall be considered one and the same agreement. In the event that any signature to this Agreement is delivered by facsimile or e-mail delivery of a “.pdf” format file or other form of electronic signature, such signature shall create a valid and binding agreement and obligation of the party executing the same with the same force and effect as if such facsimile or “.pdf” format signature page or other form of electronic signature was a manually signed original thereof. Each individual signing this Agreement on behalf of Vendor hereby represents that she or he has the authority to legally bind Vendor to this Agreement.

* * * * *

Please enter the following information into Vendor’s billing system:

SMG Holdings
54 Broad Street, Suite 300
Red Bank, NJ 07701
Phone: 732-223-5000
Fax: 732-223-5005
Accounts Payable: 732-223-5000
After hours authorization/emergency number: 1-800-937-9719
E-mail: invoices@smgholdingsllc.com

Please submit Vendor’s completed/signed Preferred Vendor Application and Agreement, Vendor’s completed/signed Form W-9, and a copy of Vendor’s Certificate of Insurance (showing Vendor’s compliance with the insurance requirements set forth herein) to SMG Holdings at its address, email address, or facsimile number specified above for processing.

[SIGNATURE PAGE FOLLOWS]

Vendor has read and understands and agrees to the Terms and Conditions of this Preferred Vendor Application and Agreement.

VENDOR: _____
 (Print Legal Name of Company)

Accepted By: _____
 (Print Name and Title of Authorized Signatory) (Signature of Authorized Signatory) (Date)

Authorized Signatory
 of SMG Holdings: _____
 (Print Name and Title of Authorized Signatory) (Signature of Authorized Signatory) (Date)

PAPERWORK CHECKLIST

- | | |
|---|---|
| Completed & Signed Application | Business Designation Certificate <i>(if applicable)</i> |
| Current Copy W9 | Licenses <i>(if applicable)</i> |
| COI with SMG Listed as additional insured | Safety Policy <i>(if applicable)</i> |

SMG CONTACT INFORMATION

Company Name (same as W9): SMG HOLDINGS LLC	
Company Name d/b/a (if different from above): SMG Facilities, SMG Clean, SMG Energy, SMG Fire, SMG HVAC	
Address (Physical & Billing): 54 Broad Street, Suite 300	City/State/Zip: Red Bank. NJ 07701
Main Phone: +1 (732) 223-5000 +1 (888) 937-8554 (toll free)	Fax: +1 (732) 223-5005 After Hours/ER: +1 (800)-937-9719
Invoices: E: invoices@smgfire.com P: +1 (732) 223-5000 Option 2 *Must include SMG WO# for timely processing	Quotes: E: quotes@smgfire.com P: +1 (732) 223-5000 Option 2 *Must include SMG WO# for timely processing

VENDOR PORTAL ACCESS: smg.facilitiit.fm/vendor	Please contact your SMG onboarding team member to configure first time access to portal. You'll receive real-time access to WO status, Upload Quotes/Photos/Invoices, and track invoice payments. Paperwork will flow seamlessly for expedited processing at every step.
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