

U.S. Vendor Setup & Substitute W9 Form cont.

Pay Terms:

Sunrise Senior Living's standard pay terms are NET 60. For a complete list of terms & conditions please refer to page 3.

General Vendor Information:

Does your company accept creditcards? ☒ Yes ☐ No

If yes, which of the following:

☐ American Express ☒ MasterCard ☒ Visa

If applicable, please provide your company website address: legacyperformers.org

Vendor Application Contact (person completing this app.)

Name: Keith Day

Phone: 385-377-0451

Email: keith.day@legacyperformers.org

Supplier Classification:

Please provide the NAICS code that best represents your company.

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Note: To find the NAICS code that best represents your company, please visit <http://www.naics.com/search.htm>

Classification of Goods and/or Services Provided: (Please select all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> AC & Heating Services | <input type="checkbox"/> Fire Life Safety/Alarm Monitoring | <input type="checkbox"/> Paint and/or Paint Supplies |
| <input type="checkbox"/> Activity/Craft/Party Supplies | <input type="checkbox"/> Florist | <input type="checkbox"/> Painting/Wallcovering Services |
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Food & Beverage (Non-Alcohol) | <input type="checkbox"/> Parking Lot Maintenance |
| <input type="checkbox"/> Alcohol - Beer/Wine/Liquor | <input type="checkbox"/> Food Equipment Sales & Repair | <input type="checkbox"/> Pest Control Services |
| <input type="checkbox"/> Appliance Parts/Sales/Service | <input type="checkbox"/> Furniture Rentals | <input type="checkbox"/> Pet Care |
| <input type="checkbox"/> Architect & Engineers | <input type="checkbox"/> Furniture Repair & Restoration | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Background Checks | <input type="checkbox"/> Furniture Supplier/Manufacturer | <input type="checkbox"/> Photography Services |
| <input type="checkbox"/> Beautician/Manicurist/ & Barber | <input type="checkbox"/> Government/State Agency | <input type="checkbox"/> Piano Service & Sales |
| <input type="checkbox"/> Cable TV/Internet | <input type="checkbox"/> Housekeeping Supplies | <input type="checkbox"/> Placement/Referral Services |
| <input type="checkbox"/> Carpet & Floor Cleaning | <input type="checkbox"/> Landscaping/Lawn Care Services | <input type="checkbox"/> Plumbing or Septic Tank Services |
| <input type="checkbox"/> Carpet Supplier/Installers | <input type="checkbox"/> Laundry or Janitorial Supplies | <input type="checkbox"/> Printing&Publishing/Promotional Items |
| <input type="checkbox"/> Computers, Peripherals & Software | <input type="checkbox"/> Laundry Equipment | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Laundry Services | <input type="checkbox"/> Resident Safety Systems |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Legal Services (Attorney) | <input type="checkbox"/> Shipping/Parcel/Delivery Service |
| <input type="checkbox"/> Copier Rentals or Sales | <input type="checkbox"/> Lighting Supplies | <input type="checkbox"/> Snow Removal |
| <input type="checkbox"/> CPR/First Aid Training | <input type="checkbox"/> Linens Supplier or Rentals | <input type="checkbox"/> Storage Rentals |
| <input type="checkbox"/> Dining Services Smallwares/Supplies | <input type="checkbox"/> Locksmith | <input type="checkbox"/> Telephone/Communications |
| <input type="checkbox"/> Document Storage | <input type="checkbox"/> Maintenance Hardware & Supplies | <input type="checkbox"/> Temp Labor |
| <input type="checkbox"/> Duct/Exhaust/Vent Cleaning | <input type="checkbox"/> Mechanical Services | <input type="checkbox"/> Tent & Event Party Rentals |
| <input type="checkbox"/> Education or Lecture Services | <input type="checkbox"/> Medical/Healthcare Services | <input type="checkbox"/> Therapy or Massage Services |
| <input type="checkbox"/> Electrical Services | <input type="checkbox"/> Medical Equipment Sales & Rentals | <input type="checkbox"/> Uniform Rentals/Service |
| <input type="checkbox"/> Electronics | <input type="checkbox"/> Medical Supplies | <input type="checkbox"/> Utilities (Water,Sewer,Gas,Electric) |
| <input type="checkbox"/> Elevator Maintenance | <input type="checkbox"/> Medical Waste Removal | <input type="checkbox"/> Vehicle Repair & Maintenance |
| <input checked="" type="checkbox"/> Entertainer | <input type="checkbox"/> Memberships & Associations | <input type="checkbox"/> Waste Management |
| <input type="checkbox"/> Equipment Leasing | <input type="checkbox"/> Moving/Relocation Services | <input type="checkbox"/> Water Treatment Service |
| <input type="checkbox"/> Fingerprinting & Drug Testing | <input type="checkbox"/> Office Supplies | |
| <input type="checkbox"/> Other (Please specify) _____ | | |

(Internal Sunrise Use Only)

☐ Approved

☐ Approved for one time payment

☐ Denied

Purchasing Reviewer : _____

Date: _____

SUNRISE SENIOR LIVING VENDOR TERMS AND CONDITIONS

- A. Sunrise pays invoices on behalf of the Owner under the terms of a management agreement.
- B. Pay Terms: Are noted on page 2.
- C. Late payments for any unpaid or undisputed balance will carry an interest rate of the lesser of the maximum rate allowed by law or 1% per month.
- D. Taxes:
 - 1. Vendor will charge any applicable local, state or provincial sales or value added tax ("VAT") and other taxes related to the purchase, and shipping ("Additional Charges"), on the invoice for which the Additional Charges apply.
 - 2. Taxes will not be paid if the applicable Owner is tax exempt. Sunrise will provide a tax-exempt certificate as proof of exemption.
 - 3. All Additional Charges must be included on the invoice for which they apply. Any attempt to collect Additional Charges which do not appear on the invoice to which they apply, will be paid at the sole discretion of Sunrise.
- E. Customs: Vendor will prepay charges and include on invoice where applicable.
- F. All goods shall be shipped FOB destination.
- G. Acceptance of products occurs when the products have been delivered and inspected by facility personnel.
- H. Neither party is responsible for indirect, consequential or incidental damages.
- I. All uses, reproduction, or display of Sunrise marks, logos or other trademarks are subject to Sunrise's prior written approval.
- J. Indemnification: Vendor agrees to indemnify, defend and hold harmless Sunrise and Owner, and their directors, officers, employees, agents, partners, and members, against all third-party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees (collectively "Losses"), if Losses arise out of or are based on:
 - 1. any claim that Vendor use of the Sunrise marks infringes on any intellectual property right of any third party,
 - 2. the breach of a representation or warranty.
- K. Representations and Warranties:
 - 1. Vendor represents and warrants its products and services are and will remain compliant with all applicable federal, state, Provincial and local laws, rules, guidelines, and regulations ("Laws").
 - 2. Vendor warrants that the Products will be free of defects in materials and workmanship, and conform in all aspects to Laws at the time the products are delivered.
 - 3. Vendor warrants that the products are free from any security interest or other lien or encumbrance.
 - 4. Acceptance of this PO does not void any existing warranties being offered by the vendor or manufacturer.
- L. Vendor is an independent contractor and all persons performing a function for vendor are employees or agents of vendor and not of Sunrise. The employees, agents, subcontractors, methods, and materials used by vendor are at all times under its exclusive direction and control while performing its duties.
- M. Vendor confirms it is not presently excluded by federal or any state government agency from participation in any government program nor, to the best of its knowledge, is proposed for exclusion ("Exclusion"). If vendor receives written or verbal notification of exclusion in the future, it agrees to notify Sunrise Purchasing immediately (purchasing@sunriseseniorliving.com).
- N. Vendor agrees not to offer any gifts or favors to any Sunrise employee, nor has any incentive been offered or received by a Sunrise employee in return for doing business with Sunrise.
- O. Any information received or otherwise becomes known about a resident of a Sunrise facility must be held in confidence and not shared with anyone without the written consent of the resident.
- P. Vendor's employees and agents will follow all rules of the Sunrise facility while in the facility.
- Q. Any term or condition on vendor's invoice does not apply to this transaction.
- R. If a fully executed written contract exists for this transaction, the above terms and conditions do not apply.

U.S. Vendor Setup & Substitute W9 Form - Instructions to Vendors

Purpose of this form

According to the Internal Revenue Code, Sunrise Senior Living is required to file information returns with the IRS for certain types of payments. The substitute W9 form is used to collect your correct taxpayer identification number (TIN) in order to fulfill our obligations to the IRS.

Who Should Use This Form

Only U.S. persons (including a resident alien) should use this form to provide your correct TIN. 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).

If you are a foreign person (not a U.S. person as defined above) do not use this substitute W9 form. Instead, use the appropriate IRS Form W8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Backup Withholding

Under certain conditions Sunrise Senior Living is required to withhold and pay to the IRS a percentage of such payments. This is called "backup withholding"

You will not be subject to backup withholding on payments you receive if you provide your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN when requested,
2. You do not certify your TIN when required,
3. The IRS tells Sunrise Senior Living that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Note: Certain payees and payments are exempt from backup withholding. See the instructions for IRS Form W9, available at www.irs.gov for more information.

FATCA Reporting

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See list of exemptions in the Exemptions section on page 5.

Penalties

Failure to furnish TIN - If you fail to furnish your correct TIN, according to the IRS, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding - If you make a false statement with no reasonable basis that results in no backup withholding, according to the IRS, you are subject to a \$500 penalty.

Criminal penalty for falsifying information - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Vendor Name - Enter your individual name (if sole proprietor) or the legal entity name, as is on file with the IRS, on the "Vendor Name" line. The TIN entered on this form should correspond to the legal individual/entity name entered on this line. If you use a business trade name that is different than what was entered on the "Vendor Name" line, you may enter your business trade name on the "Business Trade Name (DBA)" line.

Physical Business Mailing Address - Enter the address where your business is physically located.

Payment Information - Enter the name that checks should be made payable to and enter the address to where checks for payment should be mailed.

U.S. Vendor Taxpayer Entity Classification Information - Check the appropriate box for the federal tax classification of the individual/entity whose name was entered on the "Vendor Name" line and enter the matching TIN.

U.S. Vendor Setup & Substitute W9 Form - Instructions to Vendors (cont.)

Specific Instructions (continued)

If you select the LLC designation you must also identify your corporate status by checking the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter your ITIN in the spaces provided for a social security number.

If you do not have an ITIN, see IRS Form W9, available at www.irs.gov, for instructions on how to obtain an ITIN.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: For further clarification of name and TIN combinations see the chart on page 4 of the IRS Form W9 instructions, available at www.irs.gov.

Privacy Act Notice: Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* spaces provided, any code(s) that may apply to you. See *Exempt payee code* below and *Exemption from FATCA reporting code* on page 6.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding.

Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947

U.S. Vendor Setup & Substitute W9 Form - Instructions to Vendors (cont.)

Specific Instructions (continued)

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 *1	Generally, exempt payees 1 through 5 *2
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

*1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

*2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Conflict of Interest - Read and check the appropriate boxes. If answering "yes" to either question you must explain on a separate piece of paper the nature of the conflict. The explanation should be returned along with your sub W9 form.

Certification - An authorized person should read, sign and date as required by the IRS.

General Information - Indicate if your company accepts credit cards and which ones. Also, provide your company website if applicable.

Vendor Application Contact - Please provide the contact information of someone who can answer questions regarding the information provided on the form.

Supplier Classification - Look up and provide the North American Industry Classification System (NAICS) code.

This information is vital to our ability to properly classify your company in our database. You may visit <http://www.naics.com/search.htm> to locate the code that best describes your company.

Classification of Goods and/or Services Provided - Select all categories that identify the different goods and/or services that your company provides. If your category is not listed you may write the good or service your company provides in the space allotted for "Other".



Instructions for submitting invoices to Sunrise Senior Living:

All Invoices are processed through Sunrise Senior Living's central invoice processing center. Each community and corporate department within Sunrise Senior Living has a unique "routing code". In order for a vendor to submit an invoice to Sunrise Senior Living, you must have the respective routing code that the invoice is for. To obtain the routing code for your invoice, please contact AP.Support@sunriseseniorliving.com with a subject line of "**Routing Code Request**". In the body of your email, please include the community name and address.

When submitting your invoice, this routing code should be clearly typed in the "Bill to" area of your invoice. Please note that all routing codes begin with the letters "**RC**". Below is the preferred format:

BILL TO:

R	C	-	-	-	-	-
----------	----------	---	---	---	---	---

 (7 characters)
Sunrise Senior Living - (*dept or community name*)
PO BOX 3725
PORTLAND, OR – 97208

Once your invoice is formatted correctly with the appropriate routing code, you have 3 options to send your invoices:

If Mailing:

PO BOX 3725
Portland, OR – 97208

If Faxing:

1-888-693-9157

If E-mailing:

8886939157@onlinecapturecenter.com

Please note that if emailing, it should be in word or PDF format. You will receive a confirmation email letting you know it was submitted properly and is queued for processing.

If you have any questions call AP Support at 1-866-209-2710.

TIPS:

Invoice should have the words "BILL TO" or "INVOICE TO" followed by the routing code and our PO BOX mailing address above.

Invoices should clearly show the remittance address to where payment should be sent.

Invoices should not be handwritten.

Invoices should be generated on white paper only.

Invoices should be originals and not carbon copies.

Invoices should be on 8 ½ x 11 sheet of paper.

Vendors should always use unique invoice numbers and never the same one twice

When sending emails, they must be sent as attachments. You cannot type your invoice in the body of the email.

When sending invoices with multiple pages, they should be numbered preferably at the bottom i.e "x of y" where x is the page number and y is the total number of pages

Each invoice should be sent on a separate fax transmission/email attachment.

When faxing, coversheets are not needed.

(Also see Formatting Your Invoice below)

**Note: This is not a fax cover sheet and should not be used as one.*

