

To Setup a New Vendor/Payee, Please Follow All of These Directions:

1. Vendor/Payee Application
  - a. **Essex** requester fills out parts 1-8 with appropriate signature
  - b. **Vendor/Payee** fills out parts 9-18 with vendor signature
  - c. **Vendor/Payee** supplies copies of Business License, Contractor's License or Both if you have both.
2. **Vendor/Payee** supplies W9, completed and signed by Vendor/Payee
3. **Vendor/Payee** Signs one of the short forms unless providing both Goods & Services:
  - a. **Goods** Procurement Agreement (Short Form) pg. 4 **OR**
  - b. Vendor **Services** Agreement (Short Form) pg. 5\*\*
4. Vendor Code of Conduct signed by Vendor
5. EFT form filled out by vendor **IF** choosing EFT payment option.

The final page of this packet contains our company details should you require them to set Essex up as a customer or if you need Accounts Payable information for billing.

**\*\*Please note that there are two versions of this document. If you only provide supplies to our assets but do not perform work on site, please sign the document marked "Goods". If you perform services of any kind please sign the document marked "Services".**

Please submit completed application package back to requester.



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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.*



GOODS PROCUREMENT AGREEMENT (SHORT FORM)

(Vendor Company Name) agrees to provide goods to an owner ("Essex") of a property affiliated with Essex Property Trust on the following terms unless otherwise agreed to in writing by an officer of Essex Property Trust, Inc. with a title of Vice President or higher:

Vendor Requirements. Vendor will deliver the goods purchased by Essex to a location designated by Essex. Vendor will be responsible for the goods until they are accepted by Essex at such location. Vendor will coordinate deliveries with Essex. Upon request by Essex, I will transact with Essex through its online eProcurement platform at no additional cost to Essex. Before providing goods to Essex and if required by Essex, I must have a W-9, any applicable permits and professional licenses and certificate(s) of insurance ("COIs") approved by Essex. The amounts of coverage for such insurance are detailed on the Onsite Vendor/Contractor Requirements I have been provided. The COIs must be accompanied by an additional insured endorsement for the general liability policy that includes Essex Property Trust, Inc., Essex Portfolio, L.P., and Essex Management Corporation. Essex requires workers' compensation coverage for all vendors regardless of state regulations, except for vendors who are sole proprietors with no employees and vendors categorized by Essex as "off-site". COIs must remain current, and any lapse in coverage will result in the termination of my approved vendor status and this agreement. In the event any subcontractor(s) provide any services hereunder, Vendor shall require in writing that such subcontractor(s) maintain insurance including the additional insured requirements above in accordance with Essex's requirements.

Personnel Requirements. I will exercise due care in hiring any personnel (including subcontractors), all of which will be upstanding and qualified professionals. I will deliver to Essex a list of my personnel and proof of background checks upon request. I will cause my personnel to comply with this agreement, all laws and any rules Essex may establish, including the Vendor Code of Conduct. I will remove from this matter any personnel whose conduct Essex deems objectionable. I will be responsible for the acts and omissions of my personnel, including repairing any damage caused by me or my personnel. I will comply with all applicable laws, including any safety and immigration regulations. My personnel and I will not interfere with the use of Essex's property by Essex or its tenants or permit any hazardous materials to be brought onto such property.

Fair Housing Policy. I will treat, and cause my personnel to treat, Essex's staff, tenants, prospective tenants and each of their guests in a fair, ethical and professional manner without regard to race, color, national origin, ancestry, creed, religion, sex, familial/marital status, physical or medical condition, age, genetics, sexual orientation, gender identity/expression, political views, military status, domestic violence victimhood, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under local, state or federal law. I understand that failure to adhere to this policy will result in the termination of this agreement.

Other. I will not use Essex's or its affiliates' names or their properties in any public announcement and will not disclose to any third party any information about Essex, its affiliates or their properties. I will not be entitled to any fees or expense reimbursements not previously approved by Essex in writing. Vendor will indemnify, defend (with counsel acceptable to Essex) and hold Essex and persons or entities related to Essex harmless from and against any claims, actions, damages or expenses (including attorneys' fees and costs of suit) directly or indirectly related to any breach by Vendor of this agreement or any act or omission of Vendor or its personnel, which obligation will survive this agreement's termination. Vendor will not be entitled to consequential or special damages. Any claim against Essex or its affiliates will only be enforceable against Essex's interest in the property I provide goods to. Essex may terminate this agreement without cause by providing Vendor thirty days' prior written notice. Essex may also terminate this agreement immediately if I fail to comply with its terms. Upon any such termination, I will cooperate with Essex to transfer my responsibilities under this agreement to another service provider.

This agreement is governed by the laws of California. This terms of this agreement will supersede any terms proposed by Vendor in any purchase order, proposal, invoice, supplemental terms or other document delivered to Essex, and such Vendor terms will have no force or effect. Vendor and Essex may agree to additional terms in a separate written agreement signed by an authorized signatory of Essex, but Essex will have no obligation to enter into such separate agreement. The term of this agreement will be on a month-to-month basis, with no automatic renewals, and no termination fee will be payable to Vendor. This agreement will be binding upon each party's successors, supersedes all prior agreements on the matters hereof, will not be construed against its drafter, and may only be modified (including a change to the services or goods delivered), and its provisions waived, in a writing signed by both parties. If any term of this agreement is held unenforceable, then the remaining terms will remain in effect. I am an independent contractor and will not assign this agreement. Time is of the essence. This agreement may be executed electronically, and executed versions hereof may be transmitted electronically.

My signature indicates acknowledgement of receipt and agreement with the above terms, and Essex's acceptance of my goods, and any agreement related thereto, is expressly made conditional on assent to the terms of this agreement.

Signature of Vendor Date Print Name/Title Vendor Name and Address



SERVICE VENDOR AGREEMENT (SHORT FORM)

(Vendor Company Name) agrees to provide goods and/or services to an owner ("Essex") of a property affiliated with Essex Property Trust on the following terms unless otherwise agreed to in writing by an officer of Essex Property Trust, Inc. with a title of Vice President or higher:

Vendor Requirements. Before providing goods or services to Essex, I must have a W-9, any applicable permits and professional licenses and certificate(s) of insurance ("COIs") approved by Essex. Upon request by Essex, I will transact with Essex through its online eProcurement platform at no additional cost to Essex. The amounts of coverage for such insurance are detailed on the Onsite Vendor/Contractor Requirements as required. The COIs must be accompanied by an additional insured endorsement for the general liability policy that includes Essex Property Trust, Inc., Essex Portfolio, L.P., and Essex Management Corporation. Any applicable excess umbrella policy is to be issued on a follows-form basis. All coverage shall be primary and non-contributory. A waiver of subrogation must apply in favor of the aforementioned parties on all policies as permitted by law. Essex requires workers' compensation coverage for all vendors regardless of state regulations, except for vendors who are sole proprietors with no employees and vendors categorized by Essex as "off-site". COIs must remain current, and any lapse in coverage will result in the termination of my approved vendor status and this agreement. Vendor shall maintain adequate insurance coverage for any subcontractor(s). In the event any subcontractor(s) provide any services hereunder, Vendor shall require in writing that such subcontractor(s) maintain insurance including the additional insured requirements above in accordance with Essex's requirements.

Personnel Requirements. I will exercise due care in hiring any personnel (including subcontractors), all of which will be upstanding and qualified professionals. I will deliver to Essex a list of my personnel and proof of background checks upon request. I will cause my personnel to comply with this agreement, all laws and any rules Essex may establish, including the Vendor Code of Conduct. I will remove from this assignment any personnel whose conduct Essex deems objectionable. I will be responsible for the acts and omissions of my personnel, including repairing any damage caused by me or my personnel. I will comply with all applicable laws, including any safety and immigration regulations. My personnel and I will not interfere with the use of Essex's property by Essex or its tenants or permit any hazardous materials to be brought onto such property.

Fair Housing Policy. I will treat, and cause my personnel to treat, Essex's staff, tenants, prospective tenants and each of their guests in a fair, ethical and professional manner without regard to race, color, national origin, ancestry, creed, religion, sex, familial/marital status, physical or medical condition, age, genetics, sexual orientation, gender identity/expression, political views, military status, domestic violence victimhood, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under local, state or federal law. I understand that failure to adhere to this policy will result in the termination of this agreement.

Other. I will not use Essex's or its affiliates' names or their properties in any public announcement and will not disclose to any third party any information about Essex, its affiliates or their properties. I will not be entitled to any fees or expense reimbursements not previously approved by Essex in writing. Vendor will indemnify, defend (with counsel acceptable to Essex) and hold Essex and persons or entities related to Essex harmless from and against any claims, actions, damages or expenses (including attorneys' fees and costs of suit) directly or indirectly related to any breach by Vendor of this agreement or any act or omission of Vendor or its personnel, which obligation will survive this agreement's termination. Vendor will not be entitled to consequential or special damages. Any claim against Essex or its affiliates will only be enforceable against Essex's interest in the property I provide goods or services to. Essex may terminate this agreement without cause by providing Vendor thirty days' prior written notice. Essex may also terminate this agreement immediately if I fail to comply with its terms. Upon any such termination, I will cooperate with Essex to transfer my responsibilities under this agreement to another service provider.

This agreement is governed by the laws of California. This terms of this agreement will supersede any terms proposed by Vendor in any purchase order, proposal, invoice, supplemental terms or other document delivered to Essex, and such Vendor terms will have no force or effect. Vendor and Essex may agree to additional terms in a separate written agreement signed by an authorized signatory of Essex, but Essex will have no obligation to enter into such separate agreement. The term of this agreement will be on a month-to-month basis, with no automatic renewals, and no termination fee will be payable to Vendor. This agreement will be binding upon each party's successors, supersedes all prior agreements on the matters hereof, will not be construed against its drafter, and may only be modified (including a change to the services or goods delivered), and its provisions waived, in a writing signed by both parties. If any term of this agreement is held unenforceable, then the remaining terms will remain in effect. I am an independent contractor and will not assign this agreement. Time is of the essence. This agreement may be executed electronically, and executed versions hereof may be transmitted electronically.

My signature indicates acknowledgement of receipt and agreement with the above terms, and Essex's acceptance of my services, and any agreement related thereto, is expressly made conditional on assent to the terms of this agreement.

Signature of Vendor Date Print Name/Title

Vendor Name and Address

# Essex Property Trust, Inc. Vendor Code of Conduct

## March 2019

Essex Property Trust, Inc., together with its affiliates and subsidiaries (collectively referred to herein as the “Company”), expects our vendors, contractors, consultants and professional service providers (collectively referred to herein as “Vendors”) to embrace the letter and spirit of our commitment to integrity and to comply with our internal Code of Business Conduct and Ethics, which applies to all Company associates, officers, and directors (<http://investors.essexapartmenthomes.com/CorporateGovernance>). Our Vendor Code of Conduct is listed below.

### **BUSINESS STANDARDS**

Company Vendors shall conduct their business interactions and activities with integrity and in accordance with their obligations under their agreements with the Company. In addition, all Company Vendors shall, without exception, comply with the following:

#### **Accuracy, Reporting and Record Keeping**

Vendors must honestly and accurately record and report all information and create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.

#### **Company Assets and Information**

Vendors must safeguard and responsibly use the physical assets and confidential information of the Company.

#### **Bribes and Kickbacks**

Vendors must never offer a bribe, kickback, bartering arrangement, goods, services, any other incentive, etc. to a Company associate to obtain or retain Company business.

#### **Gifts**

A Gift is defined as customary for (1) business entertainment, meals and food products and (2) event sponsorship and gatherings including luncheons and picnics when it does not place, or appear to place, the associate under an obligation, or the influence of a Vendor. Permitted Gift Amounts consist of (1) the same amount as Essex Associate Handbook, currently at \$100.00, to each Company associate for business entertainment, meals and food products or (2) \$300 for each event sponsorship, for any one vendor during a calendar year. A Gift with a value greater than the Permitted Gift Amount requires approval from either the SVP of HR, CFO or CEO of Essex Property Trust, Inc. either in advance or within six months of detection. Any Gift, which may compromise a Company associate’s judgment or business decision, is forbidden. Cash, gift certificates and other monetary instruments are prohibited and are not considered customary gifts. Any Gifts must be in compliance with all applicable laws.

#### **Conflicts of Interest**

Vendors must avoid the appearance of actual improprieties and/or conflicts of interests. Company Associates may not have ownership interests in, or family relationships with, a Company Vendor. Associates may not accept Gifts or benefits from a Vendor in exchange for the Vendor obtaining more favorable terms in its deal with the Company than would otherwise be made available to the Vendor.

#### **Insider Trading**

Vendors must avoid insider trading by not buying or selling the Company’s stock when in possession of information about the Company that is not available to the investing public and that could influence an investor’s decision to buy or sell stock.

#### **Minimize Environmental Impact**

Vendors must comply with all state and federal environmental laws. Company’s goal is to exceed current laws and asks that whenever possible, Vendors should operate with the lowest environmental impact possible. Any pollution or material waste should be prevented. The use of biodegradable materials, recycled paper, locally produced materials/products and sustainable building materials should be used.

# Essex Property Trust, Inc. Vendor Code of Conduct

## March 2019

When Vendors see opportunities for Company to operate more sustainable and environmental friendly, they should share them with Company.

### **Health and Safety**

Vendors should ensure that the health and safety of residents, employees and visitors to the properties is maintained during all work and activities at the properties. Clear communication and/or signage should be in place when Vendors are performing work at Company properties. Employees of Vendors should be trained on health and safety issues and the use of non-hazardous & eco-friendly products are encouraged.

### **Human Rights and Equal Opportunities**

Vendors need to respect human rights and labor standards. No discriminatory actions can be taken to its employees with regards to race, color, national origin, ancestry, creed, religion, sex, familial/marital status, physical or medical condition, age, genetics, sexual orientation, gender identity/expression, political views, military status, domestic violence victimhood, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under local, state or federal law. Vendors should compensate their employees fairly and in line with state and federal wages. In no circumstance does Company allow its Vendors to operate with any forced or involuntary labor or use child labor during their operations.

### **COMPLIANCE WITH ESSEX PROPERTY TRUST VENDOR CODE OF CONDUCT**

It is the Vendor's responsibility to ensure they understand and comply with the Company Vendor Code of Conduct and to inform Company Internal Audit if a situation develops that causes the Vendor to operate in violation of this Code. Company Vendors are expected to self-monitor their compliance with this Code. The Company may immediately remove any Vendor who behaves in a manner that is unlawful or inconsistent with this Code.

### **VENDOR REPORTING REQUIREMENT**

Vendor agrees to provide reporting and furnish information as requested by the Company about details of Gifts provided to Company associates, within 10 business days of request.

### **REPORTING OF QUESTIONABLE BEHAVIOR AND/OR POSSIBLE VIOLATIONS**

Vendors are encouraged to report any possible violations of the Vendor Code of Conduct by Company employees or service providers. Vendors may submit anonymous reports to the Company by contacting any of the following:

1. Call the Company's anonymous and confidential hotline service, AlertLine, at 1-866-752-5307.
2. Send a letter or an email to Essex Internal Audit Department at:
  - a. 21860 Burbank Blvd., Suite 200 Woodland Hills, CA 91367
  - b. Or [internalaudit@essex.com](mailto:internalaudit@essex.com)

The Company will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Information provided for purposes of obtaining credit with a vendor.  
Pertinent information is outlined below:

**DUNS #** 077186500  
**OWNER:** Essex Portfolio, LP  
1100 Park Place Ste #200  
San Mateo, CA 94403

**LISTED NYSE:** ESS

**ESTABLISHED:** 1971

**FEDERAL TAX ID NUMBER:** 77-0369575

**TRADE REFERENCES:**

Sherwin Williams –Kevin Fein  
National Accounts Credit Manager –PSG HQ  
101 Prospect Ave NW-820 Midland Bldg  
Cleveland OH 44115  
P 216-566-3946  
F 216-566-2015

National Apartment Flooring-Richard Berle  
12239 Gorham Ave  
Los Angeles CA 90049  
P 310-702-0875

Steve Glennon  
Cagwin & Dorward  
Corporate Office  
PO Box 1600  
Novato, CA 94948  
P 800-891-7710  
F 707-585-2219  
Email: [steve.glennon@cagwin.com](mailto:steve.glennon@cagwin.com)

**BANK REFERENCES:**

Operating Cash Account  
Ricky Nahal  
Relationship Manager  
Wells Fargo Bank, N.A.  
Real Estate Banking Group  
420 Montgomery St. 6<sup>th</sup> Floor  
San Francisco, CA. 94101  
415-947-5108 (Telephone)  
ricky.nahal@wellsfargo.com

Kevin A Stacker  
Director-Commercial Real State  
Wells Fargo Bank N.A  
1800 Century Park East 12<sup>th</sup> Floor  
Los Angeles, CA 90067  
310-789-3768 ( Telephone)  
310-789-8999 ( Fascimile)

**\$1Billion Unsecured Line of Credit**

David Drouillard  
PNC Real Estate  
575 Market St. 28<sup>th</sup> Floor  
San Francisco, CA. 94105  
248-729-8458 ( Telephone)

If you require financial statements, please go to the Company's website at [www.essexpropertytrust.com](http://www.essexpropertytrust.com) to print a copy of the most recent 10-Q and 10K report. If you have any questions, feel free to contact our office.

## **ACCOUNTS PAYABLE INFORMATION**

Our AP help line is 818-227-2190

Email for questions is [apsupport@essex.com](mailto:apsupport@essex.com)

### Invoicing:

We prefer our vendors get setup on VendorCafe for invoicing, ask [procurement@essex.com](mailto:procurement@essex.com) for an invitation but if not, an alternative invoice delivery method is Email for invoices [essexvendorinquiries@essex.com](mailto:essexvendorinquiries@essex.com)

Billing address AP PO Box 4265 Woodland Hills CA 913665-4265