

**HARMON CITY, INC.
VENDOR APPROVAL REQUIREMENTS**

To: All Vendors

Thank you for your interest in establishing a relationship with Harmon City, Inc. It is our policy to have on file proof of **current product liability insurance**, on all vendors we do business with. This includes all regular vendors, drop-shipment and direct store delivery vendors, brokers, and distributors.

Please submit the required documents listed below to the Harmons buyer handling your request for vendor approval.

Required Documents
Attached (X)

1. An **ORIGINAL CERTIFICATE OF INSURANCE**, evidencing Commercial General Liability and Products / Completed Operation Liability insurance and indicating the following:

- Limits not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate. General Merchandise and Pharmaceutical vendors require \$3,000,000 general aggregate.
- An additional Insured Vendor Endorsement naming Harmon City, Inc., and its Subsidiaries.
- Certificate Holder information on the document should read:

Harmon City, Inc., and its Subsidiaries
Attn: Accounts Payable
3540 South 4000 West, Suite 500
West Valley City, Utah 84120

**Certificate should be obtained from your insurance department / carrier*

- | | |
|--|--|
| 2. <u>INDEMNITY / FOOD AND DRUG GUARANTEE AGREEMENT</u>
This document must be signed by an officer of your company | <input data-bbox="1339 1501 1425 1558" type="checkbox"/> |
| 3. <u>ETHICAL CONDUCT POLICY STATEMENT</u>
This document must be signed by an officer of your company | <input data-bbox="1339 1600 1425 1656" type="checkbox"/> |
| 4. <u>W-9</u> (or Substitute Form W-9) | <input data-bbox="1339 1705 1425 1761" type="checkbox"/> |
| 5. <u>Invoice copy</u> (a blank invoice is acceptable) | <input data-bbox="1339 1782 1425 1839" type="checkbox"/> |
| 6. <u>Food Safety Information Packet</u> (food merchandise only) | <input data-bbox="1339 1856 1425 1913" type="checkbox"/> |

HARMON CITY, INC.
VENDOR APPROVAL REQUIREMENTS (cont.)

Federal Tax ID #:

New Vendor

Name Change

Old Name:

Address Change

Remittance Email Change

TERMS:

Credit Card – Net 10 (no fees charged to Harmons)

ACH: 2% 10 Net 30

Name:		
Address (1):		
Address (2):		
City:	State:	Zip:

Sales Contact:

AR Contact:

AR Phone:

AR Email:

**HARMONS APPROVED
INDEMNITY AND FOOD AND DRUG GUARANTEE AGREEMENT**

Harmon City, Inc.
3540 South 4000 West, Suite 500
West Valley City, UT 84120

I. PRODUCT INDEMNIFICATION AGREEMENT:

For value received and in consideration of any purchases of products of our company by Harmon City, Inc. or any of its subsidiaries or affiliates, Seller hereby agrees, in the event of consumer complaints, manufacturer complaints, counterfeit or adulterated product claims, claims of infringement or economic loss or advertising injury, or legal actions, alleging damage, death, illness or injuries resulting from the purchase, sale, distribution, advertisement, promotion and/or use of such products, to indemnify and save Harmon City, Inc., its subsidiaries, employees, officers, directors, agents, predecessors and successors (hereinafter "Harmons") harmless from any and all suits, actions, claims, liability, expense of investigation, defense, litigation, settlement, judgment, costs or attorney fees and any other liability whatsoever, provided that the products were reasonably handled by Harmons and provided further that Seller is notified within a reasonable time of any such complaint, claim, suit or legal action. The foregoing includes but is not limited to, allegations or claims of infringement of any patent, copyright, trademark, or other intellectual property right, and Seller hereby represents and warrants that the Seller's products and the packaging and labeling thereof, including trademarks used thereon, do not infringe any rights owned or possessed by any third party.

II. FOOD AND DRUG GUARANTEE AGREEMENT:

For the same consideration, Seller guarantees that no articles of food sold by it to Harmons during Period in which this Guarantee is effective will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, or within the meaning of any State, Food and Drug law, the adulteration and misbranding provisions of which are identical to or substantially similar to those found in the Federal Act, and that such goods will not be produced or shipped in violation of Section 404 or 301(d) of said Federal Act, provided, however, that Seller does not guarantee against such goods becoming adulterated or misbranded within the meaning of said Act or acts after delivery by it by reason or causes beyond its control; and provided also, that where goods are shipped under Harmons or its subsidiaries' labels. Seller's responsibility for misbranding shall be limited to that resulting from the failure of the product to conform to the label furnished by Harmons or its subsidiaries.

III. ENFORCEMENT:

In the event action is brought to enforce any of the provisions of this Agreement, the unsuccessful Party in such an action shall pay to the prevailing party its reasonable attorney's fees.

SELLER:

Name of Company

Authorized Signature, Title

Dated this _____ day of _____, 20____

**HARMON CITY, INC.
ETHICAL CONDUCT POLICY STATEMENT**

The purpose of this document is to notify all vendors, brokers and others who do business with Harmon City, Inc., or any of its affiliated companies of Harmon's expectations with respect to the ethical precepts that must control our business relationship.

We expect all business transactions with Harmon's to be conducted only according to the highest ethical standard at all times and under all circumstances, without qualification. All Harmon's employees must adhere to this standard and we expect those doing business with Harmon's as well as their employees and representatives likewise, to adhere to this standard. Any failure to do so may lead to, among other remedies, immediate termination of all business relationships with any entities and individuals involved.

Your agreement to the foregoing by signing and returning this statement will be a condition of your doing business with Harmon's and its affiliates in the future.

We understand and agree to this policy.

Name of Entity: _____

Address: _____

By: _____
Authorized Signature Title

Date: _____

Please return a signed copy of this statement to:

Harmon City, Inc.
3540 South 4000 West, Suite 500
West Valley City, UT 84120

3540 South 4000 West, Suite 500
West Valley City, UT 84120
801.969.8261

HARMON CITY, INC.

Date: _____

**IMPORTANT TAX DOCUMENT
SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number

Attn: Business Manager

We are in the process of updating our records. As a part of that process, we are requesting you complete this Substitute Form W-9. In accordance with current Federal tax law, the Internal Revenue Service (IRS) requires us to obtain the following information when making a reportable payment to you.

Your immediate attention to this request is needed or we will have to withhold 31% of payments made to you. If you do not provide us with this information, you may be subject to a \$50.00 penalty imposed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

1. Check appropriate box: Individual/Sole Proprietor Corporation Partnership Other
2. Are you a corporation providing legal services? Yes No
3. Are you a corporation, financial institution, real estate agent, non-profit organization or government agency? Yes No
4. Will you be providing merchandise, such as subscriptions, supplies, telephone, freight, or storage? Yes No

If you answered "Yes" to numbers 3 or 4, you are exempt from receiving an information return. If you answered "No" to both questions 3 and 4, you are not exempt. We are required by the IRS to send you an information return for all reportable payments we make to you. Please furnish us with the following information as required by the IRS on line 5.

5. DBA or Business Name: _____

Legal Name: _____

Federal Tax Identification Number (TIN): _____

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.
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 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.

Certification Instructions – You must cross out 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 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.

Authorized Signature

Title

Date

HARMONS

NEIGHBORHOOD GROCER

Food Safety Information Packet

Welcome to Harmons!

We are excited to welcome you aboard! At Harmons, food safety is very important to all of us! *Where* Harmons purchases food from is just as critical as how we handle it once we have received it. Because of this, there are a few Harmons food safety policies you should be aware of.

Food Safety Modernization Act

Harmons is committed to selling safe and wholesome foods to our customers. The foods which we sell must come from companies that have food safety management plans such as HACCP. It is Harmons policy that we only sell foods that are produced in a facility that is inspected by a regulatory authority (FDA, USDA, and UDFA). I'm sorry, but we cannot sell food that has been produced in a Cottage (home) Kitchen.

Recalls and Market Withdrawals

There may come a time when a product must be pulled from retail shelves due to a recall or market withdrawal. Whether a product is being pulled for quality or safety reasons, Harmons Food Safety Director must be notified **immediately**. Harmons has a quick, online notification system that sends out information to all of our stores. Our policy states that the stores must pull the product within 1-hour of notification. They must also respond to the online documentation form with the number of products pulled within 2 hours. These records are critical in the event of an FDA follow up inspection.

Sampling

All vendor-sampling events must have prior approval through completion of the *Harmons Food Sampling Permit Application Form*. The form must be submitted to the appropriate Sales Director for review. Once the sampling event has been approved, a copy of this form must be presented at the store when checking in. Safe food handling practices and professional attire are required throughout the sampling event. No personal drinks, eating or cell phones are permitted while you are on the Harmons sales floor. And please, never leave any food or equipment unattended.

The following items are required for all food-sampling events:

- | | |
|---|--|
| <input type="checkbox"/> Signed Food Sampling Permit | <input type="checkbox"/> Single Use Gloves |
| <input type="checkbox"/> Equipment needed (table, table cloth, hot holding equipment, etc.) | <input type="checkbox"/> Allergen Warning Signs |
| <input type="checkbox"/> Probe Thermometer | <input type="checkbox"/> Cleaning and Sanitizing equipment |
| <input type="checkbox"/> Hair Restraints | <input type="checkbox"/> Food Handlers Permit |
| | <input type="checkbox"/> Professional Attire |

If it is determined that Harmons standards or safe food handling practices are not being met, the sampling event may be suspended or canceled at the Store's discretion.

Thank you for your commitment to selling and serving safe food! If you have any questions or concerns, please don't hesitate to contact me.

Laura Koester, CP-FS
Director of Food Safety | Harmons
laurakoester@harmonsgrocery.com

Authorized Vendor Signature: _____

Date: _____