

## HARD ROCK HOTEL AND CASINO SACRAMENTO AT FIRE MOUNTAIN VENDOR INFORMATION FORM

Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain (hereinafter "Hard Rock Sacramento") has adopted a program whereby it will continually review significant transactions involving its vendor activities and the persons or entities involved with those transactions to ensure compliance with all applicable laws and regulations.

In order to bid on business with Hard Rock Sacramento the Vendor documents must be completed, signed, and returned in its entirety to [Purchasing@hrhcsac.com](mailto:Purchasing@hrhcsac.com). Documents are then forwarded to Enterprise Rancheria Gaming Commission who will contact vendor to initiate licensing process. Failure to meet requirements will result in the loss of opportunity to bid on future goods and/or services pertaining Hard Rock Sacramento.

**VENDORS MAY BE SUBJECT TO AN APPLICATION FEE AND ADDITIONAL LICENSING FEES BASED ON PRODUCTS SOLD OR SERVICES RENDERED, FEES ARE DETERMINED BY THE ENTERPRISE RANCHERIA GAMING COMMISSION. CERTAIN VENDORS ARE EXEMPT FROM FEES, CONTACT THE ENTERPRISE RANCHERIA GAMING COMMISSION TO VERIFY EXEMPTION.**

**PLEASE NOTE THAT SUBMISSION OF THE VENDOR FORMS AND INFORMATION FORM DOES NOT AUTOMATICALLY REGISTER THE VENDOR NOR ENGAGE THE VENDOR IN SIGNIFICANT TRANSACTIONS OR BUSINESS ACTIVITY WITH HARD ROCK SACRAMENTO.**

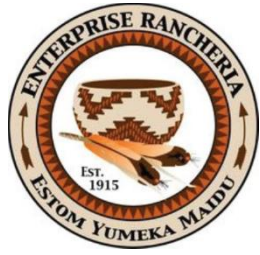
UPON COMPLETION, SUBMIT VENDOR PACKAGE TO [PURCHASING@HRHCSAC.COM](mailto:PURCHASING@HRHCSAC.COM). PLEASE CONTACT THE ENTERPRISE RANCHERIA GAMING COMMISSION AT 530-633-6850, OR [INFO@ERGC.US](mailto:INFO@ERGC.US) FOR LICENSING AND FEES QUESTIONS.

HARD ROCK SACRAMENTO RESERVES THE RIGHT TO CANCEL ACTIVE REGISTRATIONS FOR CONVENIENCE.

VENDORS WILL RECEIVE LICENSING PACKAGE FROM ENTERPRISE RANCHERIA GAMING COMMISSION WHO WILL THEN NOTIFY VENDORS OF STATUS AFTER REVIEW OF APPLICATION.

### **PERSONALLY IDENTIFIABLE INFORMATION (PII)**

Hard Rock Sacramento or any of its affiliates (collectively HR PII) protects the personally identifiable information (PII) of our employees, customers, and vendors. If, in any form or capacity, you or your business will have access to HR PII, there will be mandatory requirements added to your agreement/contract related to the protection, security, and handling of HR PII. Cybersecurity/breach insurance (minimum limit \$1,000,000) will be required. Vendors with HR PII from the European Union will additionally be subject to the requirements of the EU/US Privacy Shield. Hard Rock Sacramento retains the right to reject a vendor and/or their agreement/contract if acceptance to HR PII requirements cannot be agreed to, met, or maintained.



**ENTERPRISE DEVELOPMENT AUTHORITY DBA  
HARD ROCK HOTEL AND CASINO SACRAMENTO AT FIRE MOUNTAIN  
VENDOR INFORMATION FORM**

**INSTRUCTIONS:**

PLEASE COMPLETE THE VENDOR FORM IN ITS ENTIRETY. Respond with "NONE" or "DOES NOT APPLY", if appropriate.

**Section 1.** Provide information pertaining to the Vendor/Company or Individual. **You are required to provide the precise legal name associated with your taxpayer identification number or government-issued identification number; i.e., FEI, business number or passport.**

**Notice & Release:** Vendor Form must be signed by an authorized officer of the company.

**PLEASE READ, COMPLETE, AND EXECUTE THE [VENDOR ETHICS AND PROCEDURE STATEMENT](#) and the [VENDOR FORM](#).**

**\*VENDOR PACKET:**

- Vendor Form Instructions
- Vendor Form
- Insurance Requirements
- Vendor's Ethics and Procedure Statement

**\*VENDOR ADDITIONAL REQUIREMENTS:**

- IRS Non-Profit documentation, if applicable {Section 1}
- W9 Form or W8 Form (includes instructions)
- Certificate of Insurance

For any questions regarding the information form, please email [purchasing@hrhcsac.com](mailto:purchasing@hrhcsac.com) .

As used herein, Hard Rock Sacramento or Hard Rock "doing business as" references are not formal legal entities. Any use of Hard Rock Sacramento refers to Enterprise Development Authority Dba Hard Rock Hotel and Casino Sacramento at Fire Mountain. This Package is not intended to be an offer by Hard Rock Sacramento. This non-binding Package constitutes only an expression of intent and does not constitute a binding agreement between parties to consummate any business transactions. Either party may terminate discussions at any time.

## HARD ROCK HOTEL AND CASINO SACRAMENTO AT FIRE MOUNTAIN VENDOR FORM

**THE INFORMATION CONTAINED ON THIS FORM MUST BE COMPLETED FOR ANY VENDOR PROVIDING GOODS OR SERVICES TO HARD ROCK SACRAMENTO. WE RESERVE THE RIGHT TO REQUIRE ADDITIONAL INFORMATION FROM THE VENDOR AT ANY TIME.**

**PLEASE PRINT ALL INFORMATION AND ANSWER ALL QUESTIONS COMPLETELY.  
RESPOND "NONE" OR "DOES NOT APPLY", IF APPROPRIATE. IF MORE SPACE NEEDED, ATTACH SEPARATE SHEET.**

### SECTION 1

<b>COMPANY NAME / Individual Name*</b> : {as shown on your income tax return}	<b>ADDRESS:</b>		
<b>TAX IDENTIFICATION NO.</b> <i>Attach Form W9 or W8</i>	<b>TELEPHONE NUMBER(S):</b>		
<b>BUSINESS NAME</b> (if different from above)	<b>ADDRESS</b> (if different from above):		
<b>TAX IDENTIFICATION NO.</b> (if different from above) <i>Attach Form W9 or W8</i>	<b>TELEPHONE NUMBER(S):</b>		
<b>TYPE OF BUSINESS CONDUCTED</b> (commodity, line card of the products/services your company provides):			
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Government Agency <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> T/A IATA			
Will the company or its employees be on property or require property access? YES OR NO - If YES, please define frequency and reason. Please attach additional worksheet if necessary.			
<b>REMITTANCE ADDRESS (IF DIFFERENT FROM ABOVE):</b>			
<b>STREET:</b>	<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>
<b>TO THE ATTENTION OF:</b>	<b>CONTACT PHONE NUMBER(S):</b>	<b>EMAIL ADDRESS:</b>	
<b>NAME OF MAIN CONTACT PERSON:</b>	<b>CONTACT'S PHONE AND EMAIL ADDRESS:</b>		
<b>NAME OF CONTACT PERSON FOR PURCHASE ORDERS:</b>	<b>CONTACT'S PHONE AND EMAIL ADDRESS:</b>		
<b>NAME OF CONTACT PERSON FOR ACCOUNTS PAYABLE:</b>	<b>CONTACT'S PHONE AND EMAIL ADDRESS:</b>		

### NOTICE and RELEASE

1. \_\_\_\_\_, proposing to enter into one or more transactions with Hard Rock Sacramento related to one or more of its operations, and desiring it to be informed of the past and current activities and financial responsibility, hereby authorize it to investigate and to ascertain any and all information which may concern any or all of the foregoing information/individual(s), whether same is of record or not and release any City, County, State or Federal Law Enforcement and/or regulatory agencies, and all persons whomsoever from any damage because of furnishing said information.
2. All information regarding accounts, contracts, transactions and discussions between you and/or your company and Hard Rock Sacramento shall be considered confidential business information. Vendor agrees that Vendor (including its employees, subcontractors, agents or representatives) will not disclose or disseminate the confidential business information to a third party or parties without the prior written consent of Hard Rock Sacramento.
3. **I hereby certify that the information supplied herein is true and correct.**

\_\_\_\_\_ By: \_\_\_\_\_  
 DATE PRINT NAME & TITLE DULY AUTHORIZED SIGNATURE



**HARD ROCK HOTEL AND CASINO SACRAMENTO AT FIRE MOUNTAIN INSURANCE REQUIREMENTS FOR VENDORS AND SUPPLIERS, AND PROFESSIONAL CONSULTANT (if applicable)**

Vendor shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

- a. Commercial General Liability (including umbrella or excess liability): \$2,000,000 per occurrence, bodily injury and property damage liability; \$2,000,000 per offense personal and advertising injury liability; \$2,000,000 products and completed operations policy aggregate and \$4,000,000 policy general aggregate applicable to claims other than products and completed operations.
- b. Automobile Liability: \$2,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.
- d. Worker's Compensation Coverage in amounts as required by state statute or law.

**The Insurance referenced in (a) above shall name Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain and its address as certificate holder and shall also name Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain as an additional insured.** It shall also provide for thirty (30) calendar days' notice to Hard Rock Sacramento of any non-renewal or cancellation. VENDOR shall deliver to Hard Rock Sacramento, prior to entering the Location, a Certificate of Insurance evidencing the coverages described above. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by Hard Rock Sacramento.

Vendor agrees to waive all rights of subrogation against Hard Rock Sacramento, as respects loss, damage, claims, suits or demands, howsoever caused:

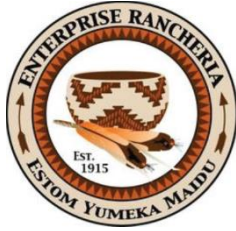
- a. To real or personal property, equipment, vehicles, tools, laptops etc. owned, leased or used by Vendor, its employees, agents or subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the Vendor. This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Vendor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of Hard Rock Sacramento. Vendor further agrees to hold harmless and indemnify Hard Rock Sacramento for any loss or expense incurred as a result of Vendor's failure to obtain such waivers of subrogation from Vendor's insurers.



### **Vendor Ethics and Procedures Statement**

Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain believes that the conduct of its partners reflects upon Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain itself and affects Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain requires that all of its vendors conform to standards of business practices which are consistent with our practices. More specifically, Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain requires conformity from its vendors with the following standards to which this Vendor represents and warrants its compliance with:

- a. Vendor acknowledges and agrees that the acceptance of gifts from an outside organization doing business with or seeking to do business with Hard Rock Sacramento is prohibited where the acceptance of the gift creates the appearance of a conflict of interest. Gifts to an employee of Hard Rock Sacramento valued at more than \$100 are presumed to create the appearance of a conflict of interest. Gifts of over \$100 to an employee of Hard Rock Sacramento shall be returned.
- b. Vendor acknowledges and agrees Hard Rock Sacramento employees are not authorized to accept gifts, personal loans, entertainment, inducements or other special considerations from an individual or business organization seeking to do business with or consideration to maintain a contract.
- c. Vendor acknowledges and agrees that under no circumstances may any team member at a Director or above position accept any form of gratuity, gift, etc. from a vendor for any reason.
- d. Vendor acknowledges and agrees that Hard Rock Sacramento staff members shall not directly or indirectly seek or accept any gifts in excess of \$100. This includes: payments, fees, services, privileges, vacations, trips, loans or other favors of any nature in excess of \$100 from any person or business that does or seeks to do business with, or is a competitor of Hard Rock Sacramento.
- e. Vendor acknowledges and agrees that gifts/donations that have the opportunity to benefit all employees are acceptable upon approval of the Property President/VP Finance/Dir of Procurement. (i.e.: items donated for employee picnic, charity events, conferences, etc.)
- f. A violation of this provision will constitute a breach of this Agreement and may result in:
  - ❖ Requirement of vendor to implement a corrective action plan
  - ❖ Cancellation of all/any outstanding orders
  - ❖ Termination of our business relationship



**Vendor Ethics and Procedures Statement (continued)**

As an officer of \_\_\_\_\_  
(FEIN \_\_\_\_\_), a Vendor Partner of Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain, I have read the terms described in this document and understand my company’s business relationship with Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain is based upon said company being in full compliance with these terms. I further understand that failure by a Vendor Partner to abide by any of these terms and conditions stated herein may result in the immediate cancellation by Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain of all outstanding orders with the Vendor Partner and refusal by Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain to continue to do business with said Vendor Partner.

I am signing this statement as a corporate representative of \_\_\_\_\_ to acknowledge, accept and agree to abide by the standards, terms and conditions set forth in this memo of understanding between my company and Enterprise Development Authority dba as Hard Rock Hotel and Casino Sacramento at Fire Mountain. I hereby affirm that all actions, legal and corporate, to make this agreement binding and enforceable against \_\_\_\_\_ have been completed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date