



Vendor Packet – Bally’s Chicago

Thank you for choosing to do business with Bally’s Chicago Operating Company, LLC (“**Bally’s Chicago**”)!

We welcome the opportunity to work with new vendors and look forward to a fun and friendly working relationship with you. This packet (this “**Vendor Packet**”) contains general information regarding the requirements that must be complied with in order to transact business with Bally’s Chicago.

Also included in this Vendor Packet are various forms. In order to remain in compliance with our gaming regulations and to monitor our data, we require all vendors to provide information about their company. Most forms included in this Vendor Packet are normal and customary forms, such as the IRS W-9 Request for Taxpayer Identification Number and Certification. Other forms are documents requesting information that we require specifically for reporting to our gaming regulators.

All potential vendors must complete, sign and return the attached documents before Bally’s Chicago can issue a purchase order to your company. A Certificate of Insurance (“**COI**”) will be required by our risk department depending on the goods or services to be provided. If the request is included with this packet, then the COI must be provided.

All forms must be signed and returned. If a form does not apply to your operation, please write “N/A” on it and send back.

Questions regarding this Vendor Packet should be directed to the contact listed below that provided the enclosed documents to you. We look forward to working with you!

Thank you.

Bally’s Chicago
Greg Orbin
Purchasing Manager
gorbin@ballyschicago.com



VENDOR REGISTRATION FORM

A. VENDOR Name and Address

_____ VENDOR Name		_____ Sales Contact Name	
_____ D/B/A (if applicable)		_____ Phone #	_____ Fax #
_____ Address		_____ VENDOR Website	
_____ City, State, Zip Code		_____ Sales Contact Email Address	
Federal Tax No. (ID#/Social Security #) _____		State Sales Tax # _____	
Payment Terms: _____		Discount Terms: _____	
Remit To Address if different from above: _____ _____			

B. Type of Business (Check all that apply)

_____ Corporation	_____ Large Business	_____ Distributor
_____ Individual	_____ Small Business	_____ Manufacturer
_____ Partnership	_____ Disadvantaged Business	_____ Other _____

C. Business Information

We are committed to purchasing goods and services from State Resident Owned, Minority and Woman owned businesses. Please check the category (s) in which your business falls and complete attached corresponding paperwork:

Disability-Owned _____ Woman-Owned _____ Minority-Owned _____ Veteran Owned _____

Type of Business/Goods or Services:

I hereby certify that the information disclosed herein is true, complete and accurate to the best of my knowledge and belief. I hereby acknowledge that any agreement and/or contract with Bally's Chicago is subject to Bally's Chicago compliance policies and may be terminated if disapproved.

Signature

Date



Bally's Insurance Requirements
(Unless advised otherwise)

VENDOR shall secure, pay for and maintain, at its sole expense, the following insurance policies in full force and effect during the term of any agreement or purchase order entered into by VENDOR and Bally's Chicago:

- a) Property Insurance covering all property used on the Bally's Chicago's property. Bally's Chicago bears no responsibility for any property of VENDOR, and VENDOR and its property insurance carrier agree to waive their rights to subrogate against Bally's Chicago in event of loss.
- b) Workers' Compensation insurance coverage at statutory limits and Employers' Liability Insurance with limits, subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident and disease and \$1,000,000 policy limit.
- c) Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence Bodily Injury and Property Damage combined, \$1,000,000 per occurrence Personal and Advertising Injury, \$2,000,000 Aggregate Products and Completed Operations Liability, including coverage for premises-operations and contractual liability, and \$2,000,000 General Aggregate limit per location.
- d) Business Automobile Liability Insurance for Bodily Injury and Property Damage with combined single limits each accident not less than \$1,000,000 combined and covering all owned, non-owned and hired vehicles.
- e) Upon request, Umbrella Coverage, in excess of General Liability and Automobile Liability and Employer's Liability, of \$5,000,000 (or some higher minimum limit based upon the type of Service and at the sole discretion of Bally' Chicago).

The required liability policies shall be endorsed to name Bally's Chicago, and its respective successors and assigns as Additional Insured and waiving all rights of subrogation. The definition of "Additional Insured" shall include subsidiaries, affiliates, officers, directors, employees, agents, and representatives of the named entities including any managing agent. Further, coverage for the "Additional Insured" shall apply on a primary basis, regardless of any other insurance, whether collectible or not. All policies noted above shall be written with insurance companies licensed to do business in the State of Illinois and rated no lower than A 10 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. All policies shall be endorsed to provide that in the event of cancellation, nonrenewal or material modification, Bally's Chicago shall receive thirty (30) days' written notice. VENDOR shall furnish Bally's Chicago with certificates of insurance evidencing compliance with all insurance requirements noted herein prior to any services being performed and shall provide Bally's Chicago with a copy of the required insurance policies if so requested. All certificates or policy termination notices shall be delivered to: Craig L. Eaton, Esq., Executive Vice President and General Counsel, Twin River Management Group, Inc., 100 Twin River Road, Lincoln, RI 02865. All such insurance shall insure performance by VENDOR of the indemnity provisions of any purchase order entered into by VENDOR and Bally's Chicago, but does not limit VENDOR's obligation to indemnify.



General Information

1. **Licensing Requirements.** VENDORS may be required to file for a vendor license as required and maintain an eligible status. In the event VENDOR is prohibited from transacting business with Bally's Chicago by a governing regulatory agency, then any purchase order may be immediately terminated by Bally's Chicago. Below is a link for the City of Chicago Project:

[INSERT LINK]

2. **Contract Terms and Conditions.** Any purchase order entered into by VENDOR and Bally's Chicago is subject to all the Terms and Conditions of Bally's Chicago (the "**Terms and Conditions**") which shall be incorporated into any purchase order.

The Terms and Conditions that will govern any purchase order are detailed at the following link:

[INSERT LINK]

3. **Assist Bally's Chicago with meeting or exceeding goals for supply of goods and services by and through MBE, WBE, VBE, BEPD Certified Entities, City of Chicago-based Suppliers/Vendors; and/or Employment of the City of Chicago Residents.** Please attach a detailed plan for satisfying the goals set forth in the Community Benefits Plan attached to the Terms and Conditions as Attachment 2, including reporting requirements.
4. **Equal Employment Opportunity/Non-Discrimination:** Incorporated into any purchase order entered into by VENDOR and Bally's Chicago are the provisions of Executive Order 11246 (as amended) and the rules and regulations issued pursuant thereto with which VENDOR represents that VENDOR will comply, unless exempt. VENDOR, in the performance of any purchase order, agrees and obligates itself not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition or as otherwise prohibited by law. VENDOR has considered and shall continue to consider all qualified consultants, subcontractors, and vendors and has not engaged in discrimination of any manner in the solicitation, selection, hiring, or commercial treatment of a vendor, supplier, consultant, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics. Without limiting the foregoing, "discrimination" shall include retaliation against any person or entity for reporting any incident of discrimination. In addition, VENDOR shall comply with all City Requirements attached to the Terms and Conditions as Attachment 1.