

## VENDOR AGREEMENT

### Disclaimer of Liability

In consideration of the acceptance of your bid and/or proposal for furnishing supplies, goods, and/or services to properties managed by, Property Management Inc., hereinafter referred to as Property Management Inc., you agree as set forth herein. This is not an exclusive right to furnish supplies, goods and/or service to our properties. As part of the business arrangement between Property Management Inc. and your firm, you understand and agree that Property Management Inc. manages these various communities as an agent of the owner. The names of any and all owners are available to you upon request at the office of Property Management Inc. in the event of nonpayment by a community or property. In such agent capacity, you acknowledge that Property Management Inc., its officers, agents and employees have no responsibility whatsoever for payment of the supplies, goods, and/or services which you provide. The responsibility for payment rests with the owner of each of the various apartment communities or commercial properties. By signing your name below, you also agree to bill each apartment community separately. Property Management Inc., Inc., represents that it has the authority to bind the PMI responsible for payment of services provided and Property Management Inc., Inc., has no reason to believe that the person on whose behalf services are requested is unable to pay for the services.

That all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA"). That the undersigned will also indemnify, defend and harmless (including the payment of attorney's fees and cost) Property Management Inc., its affiliates, the property involved, the owner(s) of the property, and their respective employees, officers, and agents, should any action be initiated by any governmental or other regulatory agent or any for any alleged violation of such laws and regulations.

That the undersigned shall at its sole expense secure and maintain in force at all times a policy in compliance with the provisions of the Workers Compensation Laws of the State in which the property is located providing compensation coverage for all employees of the undersigned who at any time act for the undersigned. The undersigned shall furnish Property Management Inc. with a certificate of such insurance policy. Nothing contained herein shall alter the relationship of the undersigned to Property Management Inc., nor have the effect of creating an employer-employee relationship between Property Management Inc. and any such employee. The undersigned also shall be responsible for the employment control or conduct of its employees and the compensable injury of such employees in the course of their employment or otherwise.

Vendors and Contractors also agree to provide Material Safety Data Sheets to all sites upon delivery of any materials. Contractors also agree that all OSHA Regulations will be adhered to with regard to MSDS literature and make sure that all employees are schooled in the proper safety procedures when applying and/or using any chemicals on any property.

The undersigned shall also maintain liability insurance with coverage of at least \$500,000/\$1,000,000 covering all labor, materials or services furnished hereunder. The undersigned shall furnish Property Management Inc. with a current copy of the policy, or a certificate of coverage.

Furthermore, and in view of the foregoing, you agree to look to the credit worthiness of each individual community. More specifically, this means that if one or more communities become delinquent in their payments to you, you agree not to stop selling supplies, goods, and/or services to the other communities managed by Property Management Inc. which are current in their payments to you. For any property that does become forty-five (45) days or more past due, you may terminate the furnishing of supplies, goods and/or services to that property. This will in no way, however, cause you to terminate furnishing supplies, goods, and/or services to those other communities managed by Property Management Inc. which are not more than forty-five (45) days past due.

If notwithstanding the provisions of this Vendor Agreement. If either party sues to enforce the provisions of this document, the prevailing party will be entitled to reasonable attorney's fees associated with the litigation.

If the Foregoing meets with your agreement and approval, please kindly so indicate by completing the following and signing in the space provided below.

Read and Agreed: Date \_\_\_\_\_

Federal Tax I.D.# \_\_\_\_\_ or Social Security# \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Limited Liability Company \_\_\_\_\_

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

Vendor Telephone \_\_\_\_\_

Vendor Representative \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Signature