



Master Vendor Agreement

This document outlines the terms and conditions of the relationship between Integritas Construction Services, LLC (ICS) and its vendors. In addition to items specifically mentioned in this document, you agree to comply with all laws, regulations, and requirements of any federal, state, local or municipal government in connection with the work you perform for ICS and you agree that you will obtain and maintain all applicable licenses and permits necessary to execute, deliver, and perform the services for ICS legally and validly.

After reviewing and signing this document, please email it to john@icsyes.com . If you have any questions, please contact us at john@icsyes.com .

Operational Procedures

Weekly Updates

The update will have the full property address, estimated completion date and any reason why work is being delayed. Updates will be emailed to your ICS Project Manager.

Personal Property

It is critical to avoid any potential liability from improper removal of items of value (personal property) belonging to the prior resident of the property you are servicing. Liability problems occur when personal property items are removed along with other debris without specific approval. Take photographs of items that might be considered personal property items, lock all exterior access points to the home, and contact the ICS Project Manager for further instructions. If the property appears in any way to be occupied, or if there is a doubt about whether personal property exists, leave the premises, and call ICS Project Manager immediately.

You must always obtain a proper approval from ICS before removing anything that could be considered personal property.



General Policies

Insurance

The Vendor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation insurance covering the legal liability of ICS and its Vendors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to ICS and its Vendor's employees. The Vendor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of ICS.
- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Vendor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Vendor, in an amount not less than \$1,000,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and ICS as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.
- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Vendor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the ICS caused by highway licensed vehicles of or used by the ICS in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired, or non-owned automobile or other automotive equipment and ICS shall be named as an additional insured on such policy.



The Vendor's insurance coverage shall be primary insurance as respects work on this project for ICS, its directors, officers, and employees. Any insurance or self-insurance maintained by ICS shall be excess of the Vendor's insurance. The Vendor, in its agreements with their subcontractors, shall require their subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Vendor hereby waives and relinquishes any right of subrogation against ICS and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Vendor shall require its insurer to notify ICS thirty (30) days prior to the effective

date of any cancellation or material change in any of the required policies. To the extent that the Vendor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Vendor. Insurance shall be placed with insurers with a Best rating of not less than A-.

Integritas Construction Services must be named as an additionally insured as follows:

Integritas Construction Services, LLC
Po Box 440
Crystal Beach, FL 34681

No jobs can be awarded without first having all insurance requirements in place and sent to Integritas Construction Services.

Indemnification and Arbitration:

The work performed by the Vendor shall be at the risk of the Vendor exclusively. Vendor hereby indemnifies and holds ICS, its parent and affiliates and their respective officers, directors, employees, and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorney's fees, arising from or in any way connected with the work performed, materials furnished, or services provided to ICS during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.



Independent Contractor

In fulfilling its obligations under this Agreement, you or your company will be acting as an independent contractor. You understand and agree that this Master Vendor Agreement does not create any agency, partnership, joint venture, or similar relationship between the parties and neither party has the authority to bind the other with respect to any matter. Under no circumstances shall either party have the right or authority to act or make any commitment of any kind to any third party on behalf of the other party or to represent the other party in any way as an agent. You shall ensure that your personnel are aware that he or she has no right, power, or authority to bind or represent ICS. You acknowledge that your personnel are (i) not eligible for any compensation from, or other employee benefits of, ICS by reason of your engagement under this Master Vendor Agreement, and (ii) the sole responsibility of you and solely employees or independent contractors of you (or its subcontractor). Further, you shall be responsible for maintaining, at your sole cost and expense, any insurance coverage, including workers' compensation and unemployment insurance, which may be applicable to you in the performance of the services for ICS.

Termination

The relationship between you or your company and ICS may be terminated by either you or ICS at any time and for any reason, with or without notice. In the event your company is terminated, or you choose to voluntarily end your service contract with ICS, your payables will be placed on hold until any open work orders with your company are fully complete and passed quality control inspections. If your company is terminated due to negligence or inspection results, etc., ICS reserves the right to withhold any amount necessitated to ensure compliance on any and all work that may be in question.

Entire Agreement

This Master Vendor Agreement and any related work orders or documents constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements.



Please initial each preceding page, sign this acknowledgement form, and return to john@icsyes.com . By signing, you understand and will adhere to all terms of the Master Vendor Agreement.

Signature: _____

Company Name: _____

Phone number: _____ email: _____

Date: _____

Emergency point of contact info:

Name: _____ Phone number: _____