



Date: *October 29th, 2023*

SKYBRIZ LLC Property Management Collaborative Policy

This SKYBRIZ LLC Property Management Partnership Policy ("Partnership Policy") is entered into as of October 29th, 2023, by and between SKYBRIZ LLC and its affiliates ("Company", "we", "ours", or "us"), and contractors, its partners, and third-partners ("Parties"). The following terms and conditions shall govern the relationships, obligations, and responsibilities associated with the rental business managed by SKYBRIZ LLC.

1. Binding Effect:

By entering into any form of agreement or contract with the Company, all Parties hereby agree to be bound by the terms and conditions set forth in this Conduct Policy.

2. Purpose:

To define and enforce a standard of conduct that ensures the efficient operation and management of rental properties across New York State, particularly in areas such as Onondaga and Oswego.

3. Materials and Supplies:

- a) Contractors must provide all necessary materials and equipment to perform services, unless specific items are requested to be supplied by the Company.
- b) All specialized tools and equipment should be borne by the contractor.
- c) All materials provided by the Company remain the Company's property.
- d) If a contractor provides materials not explicitly mentioned in an agreement, they must provide invoices for reimbursement.

4. Relationship of Parties:



Parties engaging with SKYBRIZ LLC are considered independent contractors, not employees. SKYBRIZ LLC will not provide any fringe benefits, including health insurance or paid vacation, for these contractors.

4. Legal Compliance:

In performing their services, all Parties must comply with all relevant federal, state, county, and city laws, statutes, ordinances, and regulations.

5. Insurance and Injuries:

- a) Contractors are required to secure and maintain a workers' compensation insurance policy for their employees throughout their engagement with the Company.
- b) Parties acknowledge their responsibility to obtain suitable insurance coverage. They waive any rights to recovery from the Company for any injuries sustained during the provision of services that result from their negligence or the negligence of their representatives.

6. Indemnification:

Parties agree to indemnify and protect the Company from all claims, losses, fees, costs, judgments, and liabilities arising from their actions, or the actions of their representatives.

7. Data Sharing Principles (in compliance with New York State's SHIELD Act):

- a) **Confidentiality:** All information shared must be kept confidential and not disclosed to unauthorized entities.
- b) **Purpose Limitation:** Shared information should only be used for its intended purpose, ensuring tenant privacy rights are maintained.

8. Conduct Expectations for Contractors and Partners:

- a) **Professional Behavior:** All Parties must always uphold professionalism at all times, as set forth by the New York State Real Property Law.
- b) **Substance Abuse:** Under no circumstances should Parties report to properties under the influence.



- c) **Interactions with Tenants:** Parties must adhere to respectful and lawful interactions with tenants, avoiding any form of harassment or discrimination as set forth by the New York State Human Rights Law.
- d) **Privacy:** Parties must respect tenant privacy rights, abiding by proper notice requirements as detailed in New York State's Landlord and Tenant Law.

5. Liability and Indemnification:

Parties will be held accountable for any breaches of this Conduct Policy and will indemnify the Company from any resulting claims or damages.

9. Governing Law:

This Conduct Policy is governed by and should be interpreted in accordance with the laws of the state of New York.

10. Governing Principles:

This Conduct Policy encompasses the entire understanding between the Parties. It overrules any prior oral or written agreements regarding this subject. If any part of this Conduct Policy is deemed unenforceable, the remaining parts will continue in effect. Adjustments to any unenforceable provisions will be made to the extent necessary to make them enforceable.

11. Amendments:

The Company reserves the right to revise this Conduct Policy when deemed necessary, ensuring that all Parties are informed in advance of any changes.

12. Changes To This Policy:

SKYBRIZ LLC reserves the right to modify this Policy at any time. Parties will be informed of any changes through written notices or electronic communication.

By continuing your partnership with SKYBRIZ LLC, you acknowledge and accept the terms and conditions outlined in this Property Management Partnership Policy.

Last Updated: November 7th, 2023