



## VENDOR AGREEMENT

THESE VENDOR TERMS AND CONDITIONS are part of the Work Order(s) issued to a Vendor, Service Provider or Supplier (herein referred to as the “Vendor”) by Divine Approach Real Estate and Property Management Firm, LLC, as managing agent (“Managing Agent”) for the Owner (“Owner”) of a certain property (the “Property”) referenced on such Work Order(s), and which when taken together constitute the entire agreement (the “Agreement”) between the vendor or supplier referenced in such Work Order (the “Vendor”) and the Owner of such Property. No Agreement exists prior to an official Work Order being issued by Managing Agent, and once issued, this Agreement supersedes all previous negotiations and communications. By agreeing to the Work Order, or beginning the services, or delivering the items, requested in such Work Order, Vendor agrees to be bound by this Agreement.

### ARTICLE I – SERVICES

1.01 Services: The services or delivery of goods specified in the Work Order are referred to herein as the “Services.” Specifications and/or Scope of Work for such Services shall be as set forth in the Work Order and related plans or other documents approved by Managing Agent in writing. Managing Agent may supplement the specifications and/or Scope of Work with information in a request for proposal or other writing delivered to Vendor. In the event of a conflict between approved plans and this Agreement, this Agreement shall govern.

1.02 Notice Address: The address for Owner and Managing Agent for notices under this Agreement shall be Divine Approach Real Estate and Property Management Firm, LLC, 2421 2nd Avenue N, Suite 1, Birmingham, AL 35203 or at such other address provided by Owner to Vendor in writing. Such notice shall clearly state to which Property and Agreement the notice pertains. Notices shall not be delivered to the Property. Legal notices shall be sent “Attention: Divine Approach Real Estate and Property Management Firm, LLC ” Invoices shall be sent via email to [bookkeeping@divineapproachrealestate.com](mailto:bookkeeping@divineapproachrealestate.com) or via mail “Attention: Billing Department.” The address for Vendor shall be as set forth in the Work Order, or at such other address provided by Vendor to Owner in writing.

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## ARTICLE II – TERM AND TERMINATION

2.01 Term: Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall be as set forth in the Work Order (“Term”). If the Term is not set forth in the Work Order, this Agreement shall expire upon the earlier of completion of the Services or one (1) year from the date of such Work Order unless otherwise extended in writing.

2.02 Termination: At any time upon three (3) days prior written notice to Vendor, Managing Agent shall have the right, in its sole discretion or at the direction of Owner, to terminate this Agreement, with or without cause and without any cost, payment or penalty payable to Vendor, except that, if Vendor is not in material breach of this Agreement, Vendor shall be paid for Services satisfactorily performed prior to the effective date of the termination.

2.03 Property Sale: In the event the Property is sold or in any way conveyed to new ownership, Owner, as of the effective date of sale, may: (i) assign this Agreement to the new owner of the Property or its managing agent, or (ii) terminate this Agreement without any cost, payment or penalty payable to Vendor. If this Agreement is terminated pursuant to this Section, Vendor shall be paid for Services satisfactorily performed prior to the effective date of the termination.

## ARTICLE III – COMPENSATION

3.01 Compensation: Vendor shall be paid as set forth on the Work Order. The amounts to be paid to Vendor hereunder include any and all labor, materials, supplies, costs and expenses incurred, or to be incurred, by Vendor in connection with the performance and completion of the Services. All third-party costs incurred by Vendor in connection with its performance of the Services shall be advanced and paid for by Vendor.

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Managing Agent will not honor any third-party billings and will not advance any costs of Vendor to Vendor. Vendor shall submit invoices to Managing Agent. IN ORDER FOR VENDOR TO RECEIVE PAYMENT, ALL INVOICES MUST BE RECEIVED BY MANAGING AGENT’S ACCOUNTS PAYABLES DEPARTMENT WITHIN FIFTEEN (15) DAYS OF COMPLETED WORK. As a condition to Managing Agent issuing payments to Vendor, Vendor shall first



provide to Managing Agent: Vendor's current IRS form W-9, contractor sworn statements, contractor affidavits, and interim and final waivers of lien, from Vendor and from Vendor's subcontractors, suppliers and materialmen, all in form and substance satisfactory to Managing

Agent, as may be requested by Managing Agent. Vendor should be aware that Managing Agent may send a 1099 report to the IRS regarding the payment of invoices relating to Services provided by Vendor under this Agreement.

VENDOR'S FIRST SWORN STATEMENT, LISTING ALL SUBCONTRACTORS, SUPPLIERS AND MATERIALMEN IS REQUIRED TO BE GIVEN TO MANAGING AGENT, FOR MANAGING AGENT'S APPROVAL THEREOF, AS A CONDITION TO MANAGING AGENT'S APPROVAL OF THIS AGREEMENT AND PRIOR TO COMMENCEMENT OF ANY WORK HEREUNDER. NO SUBCONTRACTORS, SUPPLIERS OR MATERIALMEN MAY BE SUBSTITUTED FOR THOSE NAMED ON SUCH CONTRACTOR'S FIRST SWORN STATEMENT WITHOUT MANAGING AGENT'S PRIOR WRITTEN APPROVAL.

3.02 Anti-Fraud Provisions: By accepting this Agreement, Vendor represents and acknowledges that no owner, member, employee, agent, officer, director of the Owner or Managing Agent or of any of their affiliated entities is related in any manner whatsoever to Vendor or the owners or operators of Vendor. In the event such relationship exists, Vendor shall disclose the same to Managing Agent and this Agreement shall not be deemed accepted by Managing Agent unless or until a written waiver of such disclosed relationship, executed by an unrelated officer of Managing Agent, is delivered to Vendor by Managing Agent.

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Furthermore, Vendor represents and acknowledges that no owner, member, employee, agent, officer or director of Owner or Managing Agent or of any of their affiliated entities has received or will receive any payment, gift, gratuity, commission, fee, kick-back, entertainment, personal discount or other value from Vendor, or any of its owners, operators or affiliates, in any way related to this Agreement or any agreement or consent from Owner or Managing Agent with respect to this Agreement, all such actions being strictly prohibited.

#### ARTICLE IV. VENDOR'S DUTIES

4.01 General: Vendor shall furnish all labor, supplies, materials and equipment to perform the Services and complete the Services on or before the completion date set forth in the Work Order. The Services shall be performed diligently and in a good, professional and first class



manner with good quality supplies, materials, equipment and workmanship, all of which shall be guaranteed by Vendor for a period of one year from the date of final completion of the Services. Vendor warrants to Owner that all Services shall be performed in a safe, good and workmanlike manner and that the Services, including related materials furnished hereunder, shall conform to all laws, statutes, ordinances, codes, rules and requirements applicable to the Property and/or the Services, and further warrants that the Services shall be delivered free from all liens and encumbrances whatsoever and that use of the Services shall not infringe any patents, copyrights or other proprietary rights. All warranties shall survive inspection, acceptance and payment. Services not meeting the warranties shall, at the Managing Agent's option, be performed again by Vendor at no cost to Owner or Managing Agent.

4.02 Supervision: Vendor shall be responsible for the supervision and direction of its employees and any approved subcontractors, suppliers and materialmen performing the Services and shall, if needed or if Managing Agent shall request, provide supervisory personnel on the Property acceptable to Managing Agent to carry out this responsibility. Periodic inspections shall be conducted by a designated supervisor of Vendor to ensure that all Services hereunder are properly performed. Vendor will inform Managing Agent of the name of such supervisor responsible for the Services and the supervisor shall have the authority to act as Vendor's agent in Vendor's absence.

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4.03 Equipment: Vendor shall provide all equipment and supplies necessary and/or appropriate for the performance and completion of the Services in compliance with the terms and provisions of this Agreement. All such equipment and supplies shall be of first quality only and no additional charge shall be made by Vendor for this requirement. Vendor shall provide such equipment and supplies as appropriate, in the professional opinion of Vendor, to perform the Services in the most efficient and safest manner possible. Vendor shall only use the equipment and supplies for their intended uses, and shall discontinue use of any product which is inappropriate for its designated use or as directed by Managing Agent; provided, however, that the right of the Managing Agent to prohibit use of a product shall not relieve Vendor of its requirement to exercise its professional judgment.

4.04 Employees: Vendor and Managing Agent agree that Vendor accepts sole liability for compliance with all laws, statutes, ordinances, codes, and governmental rules and regulations related to Vendor's employees and their employment, including, without limitation, such items as workers' compensation insurance coverage, unemployment insurance, social security tax withholdings, withholding for any and all government taxes, OSHA requirements, ERISA



requirements, Fair Labor Standards Act requirements, work safety rules, etc., as such regulations may apply to Vendor's employees used in providing the Services at the Property. Vendor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigrations Reform and Control Act of 1986 ("IRCA"), as may be amended. All employees of Vendor assigned to the Property will have had their identity and eligibility for work within the United States properly verified. Within three (3) days of receipt of written request from Owner, Vendor shall provide Owner with copies of the I-9 form or such other documentation as may be appropriate to satisfy Owner as to Vendor's compliance with IRCA. Vendor shall comply with all applicable governmental regulations and laws in the hiring, supervision and termination of its employees. Without limiting the foregoing, Vendor shall provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, sex, age or disability. Vendor shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services and of all equipment and supplies used in connection therewith. Vendor shall cause its employees and agents to observe the working hours, working rules, security regulations and holiday

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schedules as issued by Managing Agent while working on the Property, and to perform their respective duties in a manner which does not unreasonably interfere with business and operations at the Property. Vendor will remove from its work force assigned to the Property any employees whose presence at the Property is deemed to be detrimental to the best interests of the Property. With respect to any Services performed on the Property, to the extent permitted by applicable laws, Vendor agrees to only employ personnel with no criminal record and no evidence of illegal drug use.

4.05 Subcontractors: Unless first approved in writing by the Managing Agent, Vendor shall not, and shall have no authority to, engage any subcontractors or other agents to perform any portion of the Services, and shall instead engage only trained individuals directly employed and supervised by Vendor. Neither Managing Agent's approval of any subcontractors or other agents nor the failure of performance thereof by such parties shall relieve, release or affect in any manner any of Vendor's duties, liabilities or obligations hereunder and Vendor shall at all times be and remain fully liable and responsible for same. Vendor's representations and covenants hereunder with respect to Vendor's employees shall also be applicable to the employees of Vendor's subcontractors and other agents, and Vendor shall ensure that such parties comply with such requirements.

4.06 Relationship of the Parties: Vendor does hereby acknowledge, represent and warrant that



it is an independent contractor. In no event and under no circumstances shall Vendor, in the performance of its contractual obligations hereunder, be deemed or considered to be acting as a servant, agent, employee co-partner or joint venturer of Managing Agent or Owner, nor shall any of the provisions of this Agreement be construed in any manner as to make Managing Agent or Owner liable for the debts or obligations of Vendor. Vendor agrees it is solely responsible for all payments due or to become due to all its employees or material suppliers, including the withholding of appropriate taxes and compliance with any and all worker's compensation laws or similar employer obligations or requirements with respect to its employees. Vendor hereby agrees to indemnify, defend, save and hold harmless Managing Agent, Owner, and their respective affiliates, subsidiaries, employees, agents, managing agents, members, and parent entities of and from any and all liability therefor.

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4.07 Payment of Taxes and Contributions: Vendor shall pay any and all taxes and contributions assessed against Vendor for unemployment insurance, old age retirement benefits, pensions and annuities now imposed, or hereafter imposed by any governmental unit, or labor union, that is measured by wages, salaries or other remuneration paid to persons employed by Vendor in connection with the Services Vendor is required to perform and/or has performed under the terms of this Agreement. Vendor shall be responsible for invoicing, and collecting from Managing Agent, all sales or use taxes for which Managing Agent or Owner may be assessed as may be required by applicable laws for the goods and services provided pursuant to this Agreement, in all states, counties, municipalities and other government subdivisions which apply. Vendor shall itemize all such taxes on its invoices to Managing Agent. Vendor shall promptly remit to the appropriate government agencies any and all sales or use taxes collected from Managing Agent, and Vendor shall keep proper records of the same. Vendor shall notify Managing Agent of potential sales or use tax exemptions, but Vendor shall not file for such exemptions on Managing Agent's or Owner's behalf without Managing Agent's prior express written consent.

4.08 Compliance with Laws and Regulations: In performing the Services required under this Agreement, Vendor shall comply with all federal, state, county and municipal laws, statutes, ordinances, rules and regulations, including without limitation, any licensing, bonding and permit requirements.

4.09 Hazardous/Toxic Material: With respect to the Services and Vendors activities on the Property, Vendor shall be responsible for complying with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the use of all hazardous and toxic



materials. Vendor shall identify to Managing Agent in advance of delivery of any toxic substances or hazardous materials incorporated in or associated with the Services provided hereunder and shall advise Managing Agent of all precautions to be taken for their use and disposal. When applicable, Vendor shall furnish Managing Agent a completed Material Safety Data Sheet for any materials furnished by Vendor hereunder as required by Federal, State or local laws, ordinances, rules or regulations. Any transportation or other handling of the hazardous materials by Vendor shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

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4.10 Representations, Warranties and Covenants: Vendor covenants, represents and warrants (a) that Vendor is qualified to do business and, if required by law, duly licensed in the state wherein the Property is located, and (b) that the employees and agents of Vendor performing the Services are and, during the term of this Agreement, shall remain fully qualified, licensed as required, and skilled to perform the Services.

4.11 OFAC Certification: Vendor certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

#### ARTICLE V. DEFAULT

5.01 In the event of a default by Vendor under this Agreement, Managing Agent, in its sole discretion and in addition to any other right it may have at law or in equity, may: (i) send notice of the default to Vendor and demand strict compliance with the terms of this Agreement; (ii) terminate this Agreement upon three (3) days written notice to Vendor; or (iii) cure the default, with or without notice to Vendor, and deduct the costs and charges incurred from any payment due at the time of the default or from payment which becomes due. If no further payment is due, Vendor agrees to immediately, upon presentation of an invoice by Managing Agent, pay all charges incurred hereunder.

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## ARTICLE VI. AUDIT

6.01 As to all Services for which compensation may include either reimbursement to Vendor for costs or payment based upon quantity or other specifications of a service or products, Managing Agent's or Owner's duly authorized representatives (including internal auditors) shall have, at all reasonable times, access to and the right to Vendor's records, books, documents, files, receipts, vouchers, data stored in computers and memoranda of every description, as well as the right to interview personnel, necessary to audit and verify Vendor's charges to Managing Agent hereunder, and Vendor shall provide the foregoing if requested by Managing Agent or Owner or their duly authorized representatives. Vendor agrees to preserve and retain records, books, documents, files, receipts, vouchers, data and memoranda related to charges hereunder for a period of five (5) years following the date of final payment for Vendor's services hereunder. Managing Agent's and Owner's representatives also shall have sufficient audit access to Vendor's records to satisfy themselves that all Services are performed in accordance with this Agreement.

## ARTICLE VII. LIENS AND ENCUMBRANCES

7.01 Vendor agrees to protect Managing Agent and Owner from all liens for labor performed, material supplied or used by Vendor and/or any other person in connection with the Services undertaken by Vendor hereunder and shall not, at any time during the term of this Agreement, suffer or permit any lien or attachment or encumbrance to be imposed by any person, firm or corporation upon the Property or any improvements thereon, by reason of any claim or demand against Vendor or otherwise. Vendor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by Owner. Owner shall have the right, but not the obligation, to cure any liens, attachments or encumbrances in the event Vendor fails to do so and charge Vendor any amount expended curing such items.

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## ARTICLE VIII. ASSIGNMENTS AND SUBCONTRACTS

8.01 It is expressly understood and agreed that this Agreement is personal to Vendor and was awarded to Vendor based upon its professional skill and knowledge. Neither this Agreement nor any portion thereof shall be assignable by Vendor, either voluntarily or involuntarily, or by





operation of law, and Vendor shall not have the right, power or authority to sublet or subcontract the Services to be performed hereunder, or any portion thereof, without Managing Agent’s express written approval and consent, in Managing Agent’s sole discretion, being first obtained. Neither approval nor consent by Managing Agent for Vendor to enter into any subcontract or the failure or performance thereof by any such subcontractor shall relieve, release or affect, in any manner, any of Vendor’s duties, liabilities, or obligations hereunder, and Vendor shall be and remain liable hereunder to the same extent as if no subcontract had been made or entered into. Managing Agent or Owner may in their sole discretion assign or transfer this Agreement or any rights hereunder. Except to the extent above indicated, all of the rights, benefits, duties, liabilities and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

ARTICLE IX. SUCCESSORS; NON-RECOURSE CONTRACT

9.01 Successors and Assigns: This Agreement and all the terms and conditions hereof (Including, without limitation, any and all hold harmless agreements and indemnifications herein provided) shall inure to the benefit of Managing Agent, Owner and their respective successors and assigns and shall be binding on Vendor and its permitted successors and assigns.

9.02 Nonrecourse: It is expressly understood and agreed by and between the parties hereto, notwithstanding anything herein contained to the contrary, that no personal recourse shall be had by Vendor (or any person claiming by, through or under Vendor) for the payment or performance of any obligation under, or for any claim based on, this Agreement against Managing Agent, Owner or against any principal, partner, affiliate, member, director, officer, shareholder, beneficiary, trustee, employee, agent, successor or assign of Managing Agent or Owner beyond the interest of Owner in the Property, it being understood that such claimants shall look solely to the interests of Owner in the Property with respect to any and all such claims and that all other personal liability of the above-described persons and entities is hereby expressly waived by Vendor and by Vendor on behalf of all persons claiming by, through and under Vendor.

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ARTICLE X. RELEASE, INDEMNIFICATION AND INSURANCE

10.01 Release: To the extent permitted by applicable law, Vendor agrees to look solely to its insurers and does hereby release and waive any and all rights it has now, or may have in the



future have, to recover against Managing Agent, Owner, and their respective partners, affiliates, principals, managing agents, members, trustees, beneficiaries, shareholders, directors, officers, employees, agents and servants and the successors and assigns thereof (collectively the “Released Parties”) for loss of damage to property or personal injury or death (including, but not limited to, claims for damage to property of Vendor and injury to or death of employees of Vendor and claims for contribution or indemnity or for reimbursement of workers’ compensation benefits) in any way relating to or resulting from the Services performed or to be performed under or in connection with this Agreement. Vendor hereby waives all rights of subrogation of its insurers with respect to claims against any Released Parties.

10.02 Indemnification: To the fullest extent permitted by law, Vendor agrees to indemnify, protect, defend, save, and hold harmless the Released Parties from and against any and all claims, actions, liabilities, damages, losses, costs and expenses, including attorney’s fees, arising out of or resulting from, directly or indirectly, the performance of Services at the Property by Vendor or Vendor’s subcontractors, agents or employees. In addition, Vendor agrees to indemnify, protect, defend, save, and hold harmless the Released Parties from and against any and all claims, actions, liabilities, damages, judgments, losses, costs and expenses (including attorney’s fees and disbursements, arising out of or resulting from Vendor’s failure to purchase all insurance coverage required hereunder.

10.03 Insurance: VENDOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN THE INSURANCE COVERAGES SET FORTH BELOW. ALL SUCH INSURANCE COVERAGES SHALL NAME MANAGING AGENT, OWNER, AND ANY OTHER PARTY REASONABLY REQUESTED BY OWNER, AS ADDITIONAL INSURED, SHALL PROVIDE FOR A WAIVER OF SUBROGATION AND SHALL BE EVIDENCED BY THE DELIVERY OF ACORD FORMS 25, OR OTHER FORMS ACCEPTABLE TO MANAGING AGENT IN ITS SOLE DISCRETION, PRIOR TO THE COMMENCEMENT OF THE SERVICES AT THE PROPERTY. Vendor shall require that all insurance furnished by a subcontractor or other agent of Vendor, including primary and umbrella/excess policies, shall comply with the provisions of this Section.

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10.04 Vendor Insurance: Vendor agrees to carry, at Vendor’s sole expense, insurance coverage as outlined below:

1. Commercial General Liability (CGL) in an amount not less than \$2,000,000 Per Occurrence



Limit of Liability for Bodily Injury and Property Damage (which may be achieved through a combination of primary and umbrella or excess liability policies).

2. Automobile/Vehicle Liability in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.
3. Worker's Compensation in compliance with applicable statutory requirements in the state in which Vendor's employees are performing the Services.
4. Employer's Liability in amounts not less than \$500,000 for Each Accident, Disease –Policy Limit, and Disease – Each Employee.
5. Professional Liability Coverage (also known as 'Errors & Omissions' – Required if Vendor is providing professional services such as engineering or architectural work as part of the Services) in an amount not less than \$1,000,000 per occurrence.
6. Pollution Coverage (Required if Vendor is using or handling hazardous materials as part of the Services) in an amount not less than \$1,000,000 per occurrence.
7. Other Insurance Coverages, as required by laws, codes or licensing requirements applicable to Vendor or the Services, or as required by Owner in its reasonable discretion from time to time provided such additional Owner requirements are communicated to Vendor in writing prior to performance of the Services.

Each of the insurers providing insurance described above shall be licensed to do business in the state where the Property is located and shall be rated at least "A-" "VIII" by Best's Key Rating Guide. No policy of insurance required to be carried hereunder shall be cancelable or modified on less than thirty (30) days written notice to Managing Agent. Certificates evidencing the above stipulated coverage and provisions shall be supplied to Managing Agent by Vendor prior to providing of Services by Vendor and at each insurance policy renewal. Vendor agrees that the foregoing insurance provisions will remain in effect, without interruption, for the entire time period that Vendor provides Services at the Property. The insurance requirements herein are in addition to and not in substitution of the indemnity provisions set forth in the Agreement, and the coverage amounts stated above are not intended to, and shall not serve to, limit the indemnity provisions or Vendor's liability with respect to the Agreement.

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## ARTICLE XI. NOTICE

11.01 Notice Delivery: Any and all written notices shall be addressed as provided in Article I, and shall be delivered in person or sent by a recognized overnight national courier such as UPS, or by certified or registered mail, with return receipt requested, and shall be deemed effective when delivered, if delivered in person, one Business Day after being deposited with an overnight courier, or three Business Days after being deposited with the United States Post Office, postage prepaid, and addressed as above provided. The term, Business Day, means any day other than Saturday, Sunday or any other day on which banks are required or are authorized to be closed in Birmingham, Alabama.

## ARTICLE XII. MISCELLANEOUS

12.01 Waiver: Any failure of Vendor or its insurer to comply in full with any provisions of this Agreement and/or any failure by Managing Agent to enforce the provisions of this Agreement shall in no way constitute a waiver by Managing Agent or Owner of any contractual right hereunder, unless such waiver is in writing and signed by Managing Agent.

12.02 Unenforceable: In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

12.03 Modification: This Agreement may only be modified in writing signed by the party to be charged. A change order must clearly state the specifications or scope being changed and be signed by Owner or Managing Agent.

12.04 Choice of Law: The rights and duties arising under this Agreement shall be governed by the laws of the state of Alabama and the County of Jefferson, Shelby, St, Clair, Talladega, Calhoun, and Tuscaloosa. Vendor hereby consents to the jurisdiction of the courts of the state of Alabama and the counties listed above.

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12.05 Attorneys' Fees: In the event that any action, suit or other proceeding is instituted to remedy, present or obtain relief from a breach of this Agreement, the prevailing party shall recover from the other party all of such prevailing party's attorneys' fees and costs incurred in each and every such action, suit or other proceeding.



12.06 Confidential Information: Vendor shall not disclose any of Managing Agent's or Owner's information to which Vendor has access through performance of the Services hereunder to any third party or use such information for any purpose other than the performance of the Services hereunder.

12.07 Time of the Essence: All time limits provided in this Agreement, the Work Order and any addendum hereto are of the essence of this Agreement.

12.08 Survival: Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive the termination of this Agreement for any reason.

12.09 Entire Agreement, Interpretation: This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof. All negotiations and agreements are merged herein and there are no provisions, covenants or other agreements between the parties other than those contained herein or incorporated herein by reference. The Article and Section headings used herein are for reference and convenience only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. The Work Order, and all schedules, attachments or exhibits, if any, referred to in or attached to the Work Order or these Terms and Conditions are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.

Vendor Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Managing Agent: Divine Approach Real Estate and Property Management Firm, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_