

VENDOR SERVICE AGREEMENT

_____, (Vendor) has agreed with McCormack Baron Management, Inc. ("Company"), in its capacity as agent for the clients under management contract to provide goods and/or services to such clients (referred to collectively as the "Parties"). Violation of any terms of this agreement will result in the termination of approval to perform work for Company, its clients, agents or employees.

As a Vendor for Company and/or its clients, agents, or employees; I _____, as Agent for Vendor, agree to the following terms:

- A) Company is not the property owner. Rather, Company acts solely as an agent for the owners of each property it manages ("Property Owner") and engages all vendors on behalf of the Property Owner(s) and not Company. The ultimate responsibility for all debts incurred by a property rest with the Property Owner(s) which may vary with each community managed by Company. Vendor's signature at the bottom of this agreement will evidence its understanding and agreement that:
- (1) Company is acting in its capacity as an agent for the Property Owner(s) and that Company shall have no liability for payment of any amounts due and payable under any contract signed on behalf of the Property Owner(s); (2) that Vendor understands that each community managed by Company shall stand on its own credit qualifications based on its distinct ownership and not that of Company; and (3) in the event that Vendor is not paid for services or materials, Vendor will look solely to the relevant Property Owner in connection with the collection of any such debt.
- B) If Vendor is providing any type of good and/or service to an apartment community managed by Company Vendor must provide a copy of its current W-9 as well as any applicable professional licenses and insurance requirements (see Exhibit I) to VendorShield before performing any work. In the event that Company authorizes work to begin early, no payment will be required until such documentation is provided. If Vendor is providing any type of good and/or service that requires a representative to go to the apartment community, Vendor must also have a current certificate of insurance and additional insured policy endorsement on file with VendorShield for general liability, auto liability, and workers compensation. If applicable, a professional, garage keeper, on-hook, or excess policy may also be required. Coverage shall be primary and non-contributory. The format for certificates of insurance shall follow the example attached to this agreement. The certificate of insurance and policy endorsement must remain current and any lapse in coverage will result in the termination of future purchases of goods and services. A waiver of subrogation shall apply in favor of the additional insureds on all policies as permitted by law.
- C) Vendor agrees to exercise due diligence in not assigning any employee, laborer, or subcontractor to work within property boundaries or inside dwelling units who they know or should have known have a history of criminal convictions, deferred-adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history includes, but is not limited to, such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, or kidnapping. Vendor also agrees to comply with Immigration and Customs Enforcement (ICE) regulations.
- D) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, national origin, sex, familial status, disability, gender identity and sexual orientation in the services provided, nor shall the Vendor or its agents and assigns, establish or permit any such practice or practices of discrimination or segregation with reference to the work provided.
- E) Employees, agents, or sub-contractors of Vendor agree to conduct themselves in a professional and ethical manner in all dealings with Company, its agents, and employees. Refer to MBM Vendor Code of Conduct Attachment A.
- F) Request for Payment. Obligation to make any payment to Vendor shall not occur until Vendor has submitted a written request for payment to the applicable property where service and/or products were provided. The invoice must reference the applicable Legal Name in order to be eligible for payment. Invoices submitted without the Legal Name referenced will not be processed for payment. **COMPANY WILL NOT BE OBLIGATED TO MAKE ANY PAYMENTS ON ANY INVOICES NOT SUBMITTED WITHIN 30 DAYS OF COMPLETION OF THE APPLICABLE SERVICE OR PROVISION OF THE APPLICABLE PRODUCT BY VENDOR. VENDOR HEREBY INTENTIONALLY AND KNOWINGLY WAIVES ITS RIGHT TO RECEIVE PAYMENT ON ANY INVOICE NOT SUBMITTED WITHIN THE REQUIRED 30-DAY PERIOD. Contractor shall not stop work at a property due to delayed payment by an unrelated property.**

- G) Hold Harmless. Vendor shall forever defend (with attorneys selected by Indemnitee), indemnify and save and hold harmless Agent, Owner and their respective affiliates, members, officers, directors and employees (collectively, the "Indemnitees") from and against every suit, claim, demand, lien, judgment, losses, and damages or any and all other expenses arising in connection with any and all of these including reasonable attorney's fees, for or on account of the violation of any law, whether local, state or federal, or for personal injury or death to any person, or damage to any property including the resulting loss of use and consequential damages, which arises out of Vendor's performance of the Scope of Work or failure to perform the Scope of Work. If Vendor uses any equipment furnished by Owner or Agent in performance of the Scope of Work, Vendor accepts and assumes full responsibility for and agrees to indemnify and save Owner or Agent harmless from and against use, misuse, or failure of such equipment. Further, Vendor shall forever defend, indemnify, and save Agent and Owner harmless from the payment of all federal, state, and local tax, social security or income tax and insurance, with respect to Vendor's execution of the Scope of Work. This indemnity shall survive the termination or expiration of this Agreement.
- H) Obligations to Subcontractors. Vendor shall be solely responsible for paying its subcontractors, obtaining any applicable lien waivers and releases from its subcontractors, and all acts and omissions of Vendor's employees, agents and subcontractors and their respective agents and employees. Vendor shall require and ensure that each subcontractor complies with all applicable requirements set forth in this agreement, including certificates of insurance. Vendor is responsible for ensuring subcontractors have the required insurance for the work performed.
- I) Indemnity. Vendor shall protect, defend, indemnify and hold harmless the USE DEFINED TERMS FROM CONTRACT, including their officers, directors, employees, and agents (the "Indemnified Parties") from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, losses, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) (hereinafter collectively referred to as the "Damages") suffered by an Indemnified Party directly or by reason of any claim, suit or judgment brought against such Indemnified Party arising out of or attributable to any negligent act or omission or willful misconduct of Vendor, its agents, employees, contractors or subcontractors or any breach of Vendor's obligations under this agreement with respect to Vendor's operations on the Premises, including, but not limited to, bodily injury (including death) or property damage. If any claim for Damages is asserted or any such action is brought, Property Management shall give Vendor prompt notice thereof and Vendor shall resist and defend such claim, action or proceeding by counsel approved by Property Management or the applicable Protected Party (such approval not to be unreasonably withheld, conditioned, or delayed); however, Vendor shall not be liable for the costs of any separate counsel employed by any Protected Party. Without limiting the generality of the foregoing, Vendor specifically acknowledges that the indemnity herein shall apply to claims in connection with or arising out of Vendor's Work, any Alteration Work, and Vendor's operations. Notwithstanding the foregoing, Vendor shall not be obligated to indemnify a Protected Party against such party's own gross negligence or willful misconduct. Vendors' obligations and liabilities pursuant to this Section shall survive the expiration or earlier termination of this Lease.
- J) As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements with respect to the subject matter herein, whether written or oral, not expressly incorporated herein, are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. The Parties agree that this Agreement was fully negotiated by all Parties and that no Party shall be deemed to be the drafting Party.
- K) No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or excuse of breach is, in writing, signed on behalf of the party against whom the waiver is asserted. No such waiver or excuse of breach of any provision of this Agreement by either party shall be deemed to be an ongoing waiver or excuse of subsequent breaches of any provision of this Agreement by the other party. No delay or omission in the exercise of any remedy shall impair or affect a party's right to exercise the same.
- L) This agreement is governed by and in accordance with the laws of the state in which the property being served is located. All work shall be performed in accordance with state and local codes, whichever is more restrictive.

- M) Vendor acknowledges that it is acting solely as an independent contractor of each applicable Property Owner and not as an employee of any Property Owner or Company. Vendor shall have no power or authority to legally bind any Property Owner or Company except to the extent expressly set forth in a writing signed by such Property Owner or Company.
- N) Vendor Code of Conduct Statement – See Attachment A
- O) Violation of any terms of this agreement will result in the termination of approval to perform work for Company, its clients, agents or employees.

Effective as of ____ day of _____, 20__.

Signature of Agent

Print Name/Title

Address

City, State Zip