



VENDOR REQUIREMENTS ACKNOWLEDGEMENT & AGREEMENT

PLEASE READ VERY CAREFULLY BEFORE FILLING IN YOUR NAME AND TITLE BELOW AND/OR CHECKING THE "I AGREE" BOX FOR ELECTRONIC SUBMISSION. BY ENTERING YOUR INFORMATION IN THE BOXES BELOW AND CHECKING "I AGREE", YOU ACCEPT AND AGREE TO THESE REQUIREMENTS AND TERMS. IF YOU DO NOT ACCEPT THESE REQUIREMENTS AND TERMS, PLEASE DO NOT COMPLETE THE INFORMATION BELOW OR CLICK THE "I AGREE" BUTTON.

"Manager" means the property management company who acts as agent for a property owner pursuant to a management contract and as part of such contract is tasked with selecting and engaging various individuals and companies to provide products to or perform services at or for a single or multi-family residential or commercial rental property.

"Owner" means the legal owner of the property for which products will be provided or for or at which services will be performed.

"You" or "Vendor" means the entity or individual that acknowledges and accepts the requirements and terms set forth herein and will provide the products or perform the services as required by the Manager or Owner.

INTRODUCTION: This agreement is between You ("Vendor") and the Manager and Owner of the property to which products will be provided or at or for which services will be provided.

Vendor acknowledges and agrees as follows:

- A) **Role of Manager.** Vendor acknowledges and agrees that Manager is not the property owner and that Manager acts solely as an agent for the Owner of each property it manages. Contractor/Vendor acknowledges and agrees that Manager engages all vendors on behalf of the Owner and not on behalf of Manager and agrees that the responsibility for all debts incurred by a property rest with the Owner.
- B) **Billing and Accounts.** Accounts must be in the property's Owner Entity name. Invoices must be billed to the legal Owner Entity name. No obligations on behalf of the property will be honored if submitted in any other name, including the property name or Harbor Group Management Company. All invoices must have a Purchase Order number (referred to as a "WTN" number in Ops Technology) or be under a Contract or Continuing Service Agreement (CSA).
- C) **Ops Technology.** Vendors must register with Ops Technology. Owner issues electronic POs and processes payment approvals through Ops Technology. Vendor submits invoices through the Ops Technology system.
- D) **Backorders.** If you do not have an item in stock, please remove the item from the purchase order and do not invoice for it. A new Purchase Order (WTN) will be issued when the item is available. Backorders are not authorized.
- E) **Invoices.** All invoices should be processed electronically through Ops Technology (online). Should the need arise for a paper invoice to be manually processed (offline invoice), it must be sent directly to the Owner at the property address which ordered the product or service.

F) W-9 and License Requirements. Vendor agrees to provide a current W-9 and any required business and professional licenses to RealPage Vendor Compliance, LLC ("Compliance Depot"), with whom Owner or Manager has contracted for administrative vendor compliance services. Vendor acknowledges that prior to providing any type of product and/or service to a property, Vendor must have a W-9 and any applicable business and professional licenses on file with Compliance Depot.

G) Insurance Requirements. Vendor acknowledges that prior to providing any type of good and/or service, Vendor must have a current certificate of insurance on file with Compliance Depot for general liability, auto liability, excess liability, and workers' compensation as follows:

(1) Automobile Liability: Symbol 1 - Any Auto \$1,000,000 Combined Single Limit. Policy shall include an additional insured endorsement and waiver of subrogation in favor of Owner, Harbor Group Management Co., LLC, and all of their respective affiliate entities, parent entities, partners, members, shareholders, officers, agents, servants, employees, beneficiaries, trustees, lenders, legal representatives and managers as permitted by law.

(2) Commercial General Liability: \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury. Commercial General Liability shall include Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability. General Aggregate Limits shall apply per project. There shall be no third-party-over action exclusions or similar endorsements or limitations as part of the General Liability policy. Policy shall include an additional insured endorsement for ongoing and completed operations in favor of Owner, Harbor Group Management Co., LLC, and all of their respective affiliate entities, parent entities, partners, members, shareholders, officers, agents, servants, employees, beneficiaries, trustees, lenders, legal representatives and managers on a primary and noncontributory basis. A waiver of subrogation endorsement shall be provided in favor of Owner, Harbor Group Management Co., LLC, and all of their respective affiliate entities, parent entities, partners, members, shareholders, officers, agents, servants, employees, beneficiaries, trustees, lenders, legal representatives and managers as permitted by law.

(3) Worker's Compensation and Employer's Liability: \$500,000 Each Accident; \$500,000 Disease - Each Employee; \$500,000 Disease - Policy Limit. Worker's Compensation: Statutory Limits evidencing coverage for state that work is being performed in. Policy shall include a waiver of subrogation in favor of Owner, Harbor Group Management Co., LLC, and all of their respective affiliate entities, parent entities, partners, members, shareholders, officers, agents, servants, employees, beneficiaries, trustees, lenders, legal representatives and managers as permitted by law.

(4) Umbrella/Excess Liability: Policy shall include an additional insured endorsement and a waiver of subrogation endorsement shall be provided in favor of Owner, Harbor Group Management Co., LLC, and all of their respective affiliate entities, parent entities, partners, members, shareholders, officers, agents, servants, employees, beneficiaries, trustees, lenders, legal representatives and managers as permitted by law.

Additional coverage may be required if deemed appropriate by the scope of service. Vendor agrees that all coverage shall be primary and non-contributory. Vendor acknowledges and agrees that the certificate of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services.

H) Indemnification of Owner and Manager. Vendor agrees to indemnify, defend and hold harmless Owner, Harbor Group Management Co., LLC, and all of their respective affiliate entities, parent entities, partners, members, shareholders, officers, agents, servants, employees, beneficiaries, trustees, lenders, legal representatives and managers from and against any and all claims, damages, expenses, and losses of any kind, including but not limited to defense costs and attorneys' fees, arising out of, relating to, or resulting from performance of work at the property(ies) by Vendor, its employees or agents, the presence of Vendor, its employees or agents on the property(ies), or any injury to agents or employees of Vendor arising out of or in the course of their work on the property(ies).

I) Vendor Employees/Subcontractors. Vendor agrees to exercise due diligence with respect to placement of employees, laborers and subcontractors on the property. Vendor agrees that Vendor will not provide any employees,

laborers, or subcontractors to perform work within property boundaries and inside dwelling units who may have a history of criminal convictions or deferred-adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history might include, but is not limited to, such crimes as assault, battery, rape, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping.

J) Compliance with Laws. Vendor shall comply with all applicable laws in providing any products and/or services to Owner or Manager, including, without limitation, the Immigration Reform and Control Act of 1986 ("IRCA"). Vendor warrants that an authorized representative of the Vendor has (1) verified that each Vendor employee, laborer or subcontractor is legally authorized to work in the United States for the duration of all products or services provided to the Owner and/or Owner's agents; (2) required the employee, laborer and/or subcontractor to complete and execute Section 1 of the DHS Form I-9; (3) completed and executed Section 2 of the DHS Form I-9, and (4) processed through Department of Homeland Security-Employment Eligibility Verification "E.E.V." Vendor agrees to indemnify, defend and save Owner, Manager and each of their respective members, managers, directors, officers, agents, contractors, employees and affiliates from and against any and all claims, losses, costs, and liabilities arising out of the Vendor's failure to comply with these requirements.

K) Non-Discrimination. Vendor agrees that Vendor will not discriminate against or segregate any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability or familial status, nor shall Vendor himself or herself or any other person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of employees, laborers, subcontractors, tenants, lessees, sub-tenants or vendees of the property.

L) Code of Conduct. Vendor agrees that it will and will cause each of its employees, agents and sub-contractors to conduct itself and themselves in a professional and ethical manner in all dealings with Manager, Owner and each of their respective agents, employees and contractors.

M) Terms of Payment. Invoices should be paid within forty-five (45) days of receipt, provided all of the above conditions have been met and referenced services are complete or materials received to Owner's satisfaction.

Vendor Company Name	Address
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Printed Name of Authorized Agent	Title of Authorized Agent
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Signature of Authorized Agent	Date
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Send a signed copy of this agreement, and required supporting documents to Compliance Depot via fax at 877-665-8910 or e-mail documents@compliance depot.com.

Revised Date 8/18/2017