

VENDOR REQUIREMENTS ACKNOWLEDGEMENT & AGREEMENT (“VRAA”)

PLEASE READ VERY CAREFULLY BEFORE FILLING IN YOUR NAME AND TITLE BELOW AND/OR CLICKING THE “FINISH” BUTTON FOR ELECTRONIC SUBMISSION. BY ENTERING YOUR INFORMATION IN THE BOXES BELOW AND CLICKING “FINISH”, YOU ACCEPT AND AGREE TO THE REQUIREMENTS AND TERMS SET FORTH IN THIS VRAA. IF YOU DO NOT ACCEPT THESE REQUIREMENTS AND TERMS, PLEASE DO NOT COMPLETE THE INFORMATION BELOW OR CLICK “FINISH”.

“Manager” means the property management company that 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 a Site.

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

“Site” means a single or multi-family residential or commercial rental property owned by Owner at which Vendor will provide services or products.

“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.

This VRAA is between You and the Manager and Owner of the property to which products will be provided or at or for which services will be provided. Once this agreement is executed, it shall remain in full force and effect until cancelled in writing by either party.

Vendor acknowledges and agrees as follows:

- A) Role of Manager. Vendor understands that Manager (1) is not the Site owner; (2) acts solely as an agent for Owner; (3) engages all vendors on behalf of the Owner and not on behalf of Manager. Vendor acknowledges and agrees that Owner is solely responsible for payment for any services performed or materials delivered and not Manager.
- B) Service Agreement. Both parties understand that this VRAA may not be the entire agreement between the parties. Vendor and Manager or Site Owner may have entered into a separate service agreement (the “Service Agreement”) to cover the specific services, products and materials to be provided by Vendor. As such, the terms and conditions contained herein shall remain applicable for the full term of the Service Agreement. Notwithstanding any provision in the Service Agreement to the contrary, if there is any inconsistency between this VRAA and any said Service Agreement, this VRAA shall control.
- C) Preprinted Forms. In no event shall any preprinted terms or conditions found on Vendor’s quote, order acknowledgment, invoices or other preprinted forms be considered an amendment or modification to this VRAA or any Service Agreement. Such preprinted terms or conditions, to the extent in conflict with this VRAA or any Service Agreement, shall be considered null and of no effect.
- D) RealPage Vendor Credentialing formerly known as Compliance Depot (“RealPage”). Manager or Owner has contracted for administrative vendor compliance services from RealPage. Prior to providing any type of product and/or service to a Site, Vendor must be certified by RealPage to have complied with all of Manager’s vendor registration requirements, including providing RealPage with an executed copy of this VRAA, a current W-9, copies of any required professional licenses and all required insurance documentation.

E) Insurance Requirements.

1. Required Insurance. Vendor acknowledges that prior to providing any type of good and/or service that requires Vendor to send a representative to the Site, Vendor must have a current certificate of insurance on file with RealPage for general liability, auto liability, excess liability (if applicable), and workers' compensation. Vendor understands that working in multiple states will require workers' compensation coverage for each state where services are provided and agrees to secure such coverage. Acceptable options include a separate workers' compensation policy for each state or a state endorsement to an existing workers' compensation policy when permitted by the insurance carrier. Additional coverage, including but not limited to professional liability, pollution/environmental liability, and criminal/fidelity, may be required by Manager if deemed appropriate by the scope of service. Full policy limits available to the Vendor shall also apply to the additional insureds. Any self-insured retention (SIR) or deductible limit applicable to any required policy shall be conveyed within the submitted insurance documentation. Coverage provided to the additional insured shall be applicable for a period of two years from the date the work is completed. Vendor agrees that coverage for all policies shall be primary and non-contributory. Vendor will confirm with their insurance agent(s) prior to submitting documentation to RealPage that the policy does not contain residential, commercial, single-family or multi-family exclusions that may prevent or impede coverage as it pertains to any Site where goods and/or services will be provided. A multi-family exclusion that does not apply to work at an apartment building is acceptable. Any other exclusion must be resolved by securing a policy without the exclusion or obtaining a written waiver from the Manager. Vendor agrees to add the following parties, evidenced via an endorsement, which includes coverage for ongoing and completed operations via a CG 20 10 11 85 or combined CG 20 10 10 01 and CG 20 37 10 01 endorsement(s) or their equivalent, to policies as an additional insured as their interests may appear in regard to work performed by Vendor: **"ABC Management and the ownership entities of their owned or managed properties where goods and/or services are provided."** Any applicable excess/umbrella policy to follow form. Vendor agrees that a waiver of subrogation shall apply in favor of the aforementioned parties on all policies as permitted by law. 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. Insurance requirements identified in this agreement shall take precedence over any conflicting document.
2. Subcontractor Insurance. Vendor also agrees to contractually require its subcontractors to carry appropriate licensing and insurance without residential, commercial, single-family or multi-family exclusions, of the same types and limits including additional insured, waiver of subrogation and primary and non-contributory status as required for Vendor. Manager reserves the right to request evidence of this coverage at any time.

F) Vendor Employees/Subcontractors.

1. Criminal History. Where and to the extent permitted by law, Vendor agrees and warrants that it will not provide any employee or subcontractor to perform work at a Site who has a conviction or deferred adjudication history for any violent crimes against persons that are of a nature which indicate the individual may pose a serious potential risk of loss or injury to the Owner, Manager, residents, guests or others at the Site.
2. Immigration Compliance. 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."

3. Non-Discrimination. Vendor and its employees, agents, contractors and subcontractors shall not discriminate in any manner whatsoever against any person on the basis of religion, color, national origin, ancestry, ethnic group identification, sex, age, physical or mental disability or any other statutorily protected classification, and Vendor shall comply with all federal, state and local laws and regulations regarding non-discrimination
 4. Code of Conduct. Vendor agrees that it will and will cause each of its employees, agents and subcontractors 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.
- G) Safety Procedures and Policies. Vendor will comply with all Manager and/or Owner policies communicated to Vendor which are relevant to the Services provided by Vendor, including but not limited to health and safety policies when Vendor is on a Site. Vendor warrants that it has the expertise to determine what safety procedures are required to protect workers, residents and/or others during the performance of the Service Agreement. Vendor warrants that it will comply with and ensure that its employees comply with all safety requirements that are required by law, that all its safety procedures are standard in the industry or would be employed by a prudent person performing the work at hand. Vendor has a duty to continually inspect the worksite to ensure safe working conditions.
- H) VENDOR INDEMNITY. Vendor shall defend, indemnify and hold harmless Owner, its officers, directors, agents and employees (collectively "Indemnitees") from and against any loss, cost, expense, claims, liability, damage or injury (including without limitation reasonable attorney's fees) that an Indemnitee may sustain, suffer or incur ("Claims") to the extent resulting from, arising out of, or incurred in connection with (i) the fault, negligence or willful misconduct of Vendor in performance of any of Vendor's duties under this VRAA, (ii) the breach by Vendor of any term, condition, warranty or representation contained in this VRAA, or (iii) any Claims that Vendor's employees or subcontractors may make against the Indemnitees relating to their contract with Vendor, employment status, compensation paid, or employee benefits.
- I) Governing Law and Forum. Unless a Service Agreement between the parties establishes a different governing law or forum for disputes between the parties: (i) this VRAA shall be governed by and construed in accordance with the laws of the state or Commonwealth where the Owner's principal place of business is located (unless Owner is not a party to the suit, in which case the laws of the Manager's principal place of business shall control), except for any conflict of law provision that would cause the application of the laws of any other state or Commonwealth; and (ii) any action to enforce or for breach of this VRAA shall be brought exclusively in the state or federal courts of the County where the Owner's principal place of business is located, unless the Owner is not a party to the suit, in which case the action shall be brought in the state or federal courts of the County where the Manager's principal place of business is located.

By signing below, Vendor acknowledges compliance with all requirements set forth in this VRAA. Edits to this VRAA without prior written approval and/or initialed by Manager shall not be binding.

PROPERTY MANAGEMENT COMPANY

Harbor Group Management Co., LLC as Agent for the Owner(s)



Zach Baker
Senior Procurement Manager

999 Waterside Drive Suite 2300
Norfolk, VA 23510

_____	_____	_____	_____	_____
Vendor Company Name	Street Address	City	State	Zip
_____	_____			
Printed Name of Authorized Agent	Title of Authorized Agent			
_____	_____			
Signature of Authorized Agent	Date			

Return signed document to RealPage Vendor Credentialing via ONE of the following:

- Upload via the RealPage Vendor Credentialing Website
- Email to VCdocuments@realpage.com