

VENDOR SERVICE AGREEMENT

[Vendor/Business Name], ( ) Sole Proprietor ( ) Corporation ( ) Partnership agrees to provide goods and/or services for the Owner or the Receiver of one or more properties managed by CompassRock Real Estate LLC, CompassRock Real Estate (California) Inc., or its affiliates (as applicable, the "Property Manager"). The Property Manager acts as authorized agent for the Owners or Receivers under management contract.

1. The Property Manager has been authorized and empowered by Receiver/Owner as Receiver/Owner's duly authorized agent for purposes of this Agreement and location. All obligations of Receiver/Owner under this Agreement are the sole obligations of Receiver/Owner and not of Property Manager, and Property Manager shall have no personal liability in its capacity as Property manager and authorized agent of Receiver/Owner under this Agreement. All actions undertaken by Property Manager under and pursuant to this Agreement are made solely on behalf of and as agent for Receiver/Owner, and Contractor's sole recourse under this Agreement shall be against Receiver/Owner and the Property subject to the limitations set forth in section 2.
2. **Limitation on Receiver/Owner's Liability.** It is expressly understood and agreed by Vendor that none of Receiver/Owner's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Receiver/Owner or its members, and any liability for damage or breach or nonperformance by Receiver/Owner shall be collectible only out of Receiver/Owner's interest in the Property and no personal liability is assumed by, nor at any time may be asserted against, Receiver/Owner or its members or any of its or their officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Vendor.

As a Vendor for the Property Manager; I \_\_\_\_\_ as Agent for (Vendor), agree to the following terms:

- A) If you are providing any type of good and/or service to an Owner or Receiver of a property managed by the Property Manager you must have a W-9 and any applicable professional licenses on file with the Compliance Depot. If you are providing any type of good and/or service that requires your company to send a representative to the apartment community you must also have a current certificate of insurance on file with Compliance Depot. The certificate of insurance must include specific additional insured language in regard to the general liability policy and if applicable the excess liability policy. Additional insured coverage must include ongoing and completed operations for one year. A waiver of subrogation in favor of additional insureds must also be included. Additional insured language must be reflected as follows on the certificate of insurance and/or applicable endorsement: ***"CompassRock Real Estate, LLC, CompassRock Real Estate (California) Inc., its affiliates, property owners under written contract and court appointed receivers under written contract. Excess policy to follow form. A waiver of subrogation is provided in favor of the additional insured. Insurance is primary and all others are non-contributory."*** The certificate of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services.
- B) Vendors working under written contracts with the Property Manager shall deem this agreement as an addendum to all executed contracts.
- C) Vendor agrees to exercise due diligence in not placing 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 rape, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping.
- D) Vendor has taken, and shall continue to take, all steps, required or suggested by applicable law, including, without limitation, background checks, to ensure that persons employed or engaged by Vendor for the performance of the Work do not violate the laws of the United States and funds invested in Vendor come from permissible sources under the laws of the United States. If Vendor violates the foregoing, Owner/Receiver shall have the right to immediately terminate this Vendor and all other rights and remedies available under this Contract or at law and in equity.
- E) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability or familial status in the services provided, nor shall the transferee 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 tenants, lessees, sub-tenants or vendees of the premises.

- F) Employees, agents or sub-contractors of the vendor agree to conduct themselves in a professional and ethical manner in all dealings with Owners/ Receivers, the Property Manager, and employees.
- a. Vendors are NOT to perform ANY WORK without a Maintenance Work Order unless it is after hours and/or considered emergency work.
  - b. During normal business hours the vendor is to refuse working on a job unless the Maintenance Work Order and/or Purchase Order has been received from the Property Manager.
  - c. Contract and Change Order work is not to be performed without receiving fully executed signed contract documents by a level of Regional Manager or above, **even if it means putting the job on hold**, AND no one within the Property Manager is authorized to issue a "Verbal" approval for contract work and/or change orders. Any signatures **below** the Regional Manager's authority level will cause any contract to be void.
  - d. Failure to follow the above directions makes the vendor responsible and in jeopardy of **not** getting paid.
- G) Prior to the commencement of any work, the vendor shall purchase and maintain at its own expense the required types of insurance coverage and limits of liability as per state requirements where work is performed. The insurance requirements and the obligations of indemnification agreement that is part of the contract shall also apply to anyone hired by the vendor to work under the agreement. Upon written request from the Owner, Contractor shall within 45 days of such request, provide owner with written confirmation from Contractor's insurers that all policies of insurance identified in the certificate of insurance provided by contractor remain in full force and effect. Contractor's completed operations are insured for 1 year after completion of project(s). Timely compliance with such a request shall be a condition precedent to the contractor's right to receive payment from Owner."
- H) The contractor and all of his subcontractors shall be required to procure and maintain current certificates of insurance. Insurance certificates must be kept current at all times. They are also responsible for submitting them to Vendor Compliance in a timely manner.

Violation of any terms of this agreement will result in the termination or approval to perform work for the **Owner or Receiver**, by Receiver/Owner's Authorized Agent.

As Agent for \_\_\_\_\_ (Vendor), I agree to the terms of the Vendor Service Agreement.

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

Return completed document to Compliance Depot via **ONE** of the following methods:

E-mail: [documents@compliancedepot.com](mailto:documents@compliancedepot.com) \*\* OR \*\* Fax: 877-665-8910