

VENDOR SERVICE AGREEMENT

As a Vendor for McKinley, Inc.; I, _____
as Agent for _____ (Vendor/Business Name), agree to
provide goods and/or services to McKinley, Inc., as Agent for their clients under management contract under
the following terms:

- A) McKinley, Inc. is not the property owner. Rather McKinley, Inc. acts solely as an agent for the Owners of each property they manage and engage all vendors on behalf of the Owners and not on behalf of McKinley, Inc. Ultimately, the responsibility for all debts incurred by a property rest with the property Owner.
- B) Vendors providing any type of good and/or service to a McKinley, Inc. apartment community must have a W-9 and any applicable professional licenses on file with Compliance Depot. Additionally, Vendors providing any type of good and/or service that require their company to send a representative to the apartment community must have a current certificate of insurance on file with Compliance Depot for general liability, auto liability, excess liability if applicable, and workers' compensation. Additional coverage may be required if deemed appropriate by the scope of service. All coverage shall be primary and non-contributory. The following parties must be added to the general liability and auto liability policies as an additional insured as their interests may appear in regard to work performed by Vendor: "THE PROPERTY OWNER; THE PROPERTY MANAGER; AND EACH OF THEIR RESPECTIVE OWNERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUCCESSORS OR ASSIGNS, LENDERS, REPRESENTATIVES, PARTNERS & JOINT VENTURES." All excess/umbrella policies shall be issued on a follows form basis. A waiver of subrogation shall apply in favor of the aforementioned parties on all policies as permitted by law. The certificate of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services.
- C) Vendor agrees to indemnify and hold harmless The Property Owner; The Property Manager; and each of their respective owners, agents, employees, officers, directors, successors or assigns, lenders, representatives, partners & joint ventures from and against any and all claims, damages, expenses, and losses of any kind, including but not limited to defense costs and attorney's fees, arising out of, relating to, or resulting from performance of work at property(s) by Vendor, its employees or agents, the presence of Vendor, its employees or agents on the property(s), or any injury to agents or employees of Vendor arising out of or in the course of their work on the property.
- D) 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. Vendor also agrees to comply with Immigration and Customs Enforcement (ICE) regulations.
- 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 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 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 McKinley, Inc., its agents and employees.

By signing below I acknowledge receipt and agreement to the above terms and conditions. It is understood that violation of any terms of the agreement will result in the termination of approval to perform work for McKinley, Inc., its agents or employees.

Signature of Agent

Printed Name/Title

Address

City, State, Zip

Date

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

E-mail: documents@compliance depot.com

**** OR ****

Fax: 877-665-8910

**** Changes or modifications to the agreement shall not be binding to McKinley, Inc. ****