

Vendor Agreement
Goods and Products Only
(Updated 4/27/2010)

This Vendor Agreement is entered into this _____ day of _____ 20__ by and between Multifamily Management, Inc.(MMI) (“Management Agent”), as Agent for Owner, and _____ (“Vendor”) on the following terms and conditions.

1. Management Agent, on behalf of the Owner of the respective property, wishes to utilize the services of Vendor to provide goods and/or products to one or more properties managed by Management Agent. Based upon the nature of the services provided by Vendor, it is anticipated that it will be impractical to enter into a separate agreement for services each time Management Agent desires to use Vendor. The Parties agree that Goods and Services provided prior to the execution of this Master Service Agreement shall be governed by the Terms and Conditions of this Agreement.
2. Management Agent requires that Vendor meet certain terms and conditions before Management Agent uses Vendor’s services. These terms and conditions are set forth in this agreement.
3. In order to expedite the use of Vendor’s services and products each time they are needed, the parties agree that the provisions of this agreement shall be applicable to any provision of services and products by Vendor regardless of whether these terms and conditions are referenced in any purchase order, subsequent contract memo, vendor agreement, invoice or other document reflecting the services and products provided, whether or not specifically described herein. In the event of any dispute arising from any conflicts in such documents this Vendor Agreement will over rule and take precedence of any other competing document.
4. This Vendor Agreement can be cancelled as to future services and products at any time with 30 days written notice as provided hereinbelow, by certified mail return receipt, by either party. The cancellation of this agreement shall not negate its affect on any services, products, liabilities or indemnities arising prior to the effective date of the cancellation.
5. Entering into this Vendor Agreement shall not obligate either Management Agent or Vendor to agree to any subsequent request for services or to any volume of business during the term hereof. The intent is that if any services are procured and provided prior to or during the term of this agreement, the terms and conditions of this Vendor Agreement shall apply.
6. All requests for services or products should be documented in advance by, e.g., purchase order, contract, memo, etc. Verbal requests should be confirmed by appropriate documentation prior to rendering of services or as soon as practical. In any event the liability limitation of this agreement shall control and Vendor may not rely upon any representation by any Management Agent employee or agent to the contrary. Vendor agrees that all bills for products or services rendered will be presented for payment within 45 days of completion of work and that failure to do so will result in non-payment of bill.

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7. No request for payment by any Vendor will be recommended by Management Agent unless all terms and conditions of this Vendor Agreement are fulfilled.

8. Vendor acknowledges and agrees that Management Agent is working as an Agent for the Owner of the properties) that Vendor is providing goods to, that the Owner is fully responsible for payment for goods and Management Agent has no obligation for payment. Management Agent disavows any liability for any charges for such goods or services and Service Provider agrees not to look to Management Agent for any payment or guarantee. Service Provider acknowledges that Management Agent may have limited control of funds for the property. Service Provider further acknowledges that Agent has adequately disclosed to Service Provider the Owner's name and contact information.

9. INDEMNIFICATIONS AND INSURANCE

- (a) The goods provided by the Vendor shall not be at risk of the Vendor exclusively. To the fullest extent permitted by law, Vendor shall indemnify, defend (at Vendor's sole expense) and hold harmless Management Agent, the Owner (if different from Management Agent), affiliated companies of Management Agent, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the materials furnished, under this agreement by Vendor, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of Indemnified Parties, whether active or passive. Vendor shall not be obligated to indemnify and defend Management Agent or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.
- (b) Vendor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.
- (c) Vendor agrees to waive any and all tort or other subrogation rights for property damage or bodily injury against the Management Agent relating directly or indirectly out of, relating to, or in connection with the goods provided.
- (d) Upon execution of this Master Service Agreement, and prior to Vendor's commencing to provide (in the broadest possible sense of the word) goods, the Vendor shall carry general liability insurance and the Vendor shall provide Management Agent with a certificate of

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Insurance naming Management Agent as an additional insured thereunder. The coverage available to Management Agent, as an additional insured, shall not be less than \$1,000,000 combined single limit per occurrence and a \$2,000,000 general aggregate providing coverage for completed operations, products liability, and contractual liability. The Vendor's insurance carriers must be "A"- rated or better. Vendor represents that they are responsible for any workers' compensation claims that may arise related to Vendor and/or its employees.

(e) The insurance coverage required under paragraph 9.d shall be of sufficient type, scope, and duration to ensure coverage of the Vendor and Management Agent for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertains to any goods provided by or on behalf of the Management Agent.

(f) Annually, the Vendor shall supply Management Agent with a new and replacement certificate of insurance. Not less than two weeks prior to the expiration, cancellation or termination, the Vendor will provide the Management Agent with a new additional insured endorsement naming the Management Agent as an additional insured.

(g) Additionally, and prior to commencement of services for goods, the Vendor shall provide Management Agent with a certificate of insurance showing automobile liability insurance coverage for the Vendor and any employees, agents, or sub-Vendors of the Vendor for any vehicles (owned or non-owned) which enter Management Agent's premises at the direction of the Vendor, its employees, agents, or sub-Vendors in relation to performance of the work.

(h) If applicable, Contractor agrees and is responsible to be EPA-RRP certified, and to operate within the EPA, OSHA, State and Local Governing laws pertaining to (40 CFR 745.90). Contractor will provide Site of work with proper documentation, pre-renovation notification, pre-renovation education and all records that pertain to the scope of work related to each task that falls under the (40 CFR 745.90) Law. All Contractors will be solely responsible for compliance with (40 CFR 745.90), and therefore Owner and Multifamily Management, Inc., will not be responsible for any (40 CFR 745.90) related laws with which the Contractor fails to comply. Contractor is solely responsible for any/all suits, damages, complaints, EPA investigations that apply to (40 CFR 745.90) at the site of the work performed by said Contractor and agrees to indemnify Owner and Agent for any violations that arise thereto.

10. Management Agent has been given written authority by Owner to enter into various credit agreements, as required, for the operation and maintenance of the community under its Management Agreement with Owner. All trade and material accounts for the referenced community are for the benefit of and on behalf of the Owner. Management Agent will pay for materials, parts, and/or services as funded by Owner pursuant to its management contract.

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11. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Changes and modifications by Management Agent must be signed by the CEO or COO of Management Agent - On site property managers or other officers of Management Agent are not authorized to waive, amend or vary the provisions of this agreement. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire Agreement between parties relating to the goods and/or services to be provided to the Property, except as to the description of the work and/or materials to be performed and the costs therefore, which terms shall be provided by purchase order approved as provided herein. All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

12. This Agreement shall be construed and enforced exclusively in accordance with the laws of the State of Alabama and the sole Venue for any legal action brought to enforce any liability alleged against Management Agent shall be in the Circuit Court of Mobile County, Alabama.

13. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

14. All covenants and Agreements of the parties, including, but not limited to, all indemnity obligations, which by the context of this Agreement, are to be performed after or are to survive the termination of this Agreement or the Closing, shall, as the case may be survive the Closing or the termination of this Agreement.

15. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which with the original shall constitute only one Agreement.

16. In the event of any action at law or in equity between the Parties to this Agreement to enforce any of the provisions or rights hereunder or on account of a breach of any term or provision hereof, each party shall pay all costs and expenses, including reasonable attorneys' fees, incurred therein by such party. This provision shall survive Closing or any termination of this Agreement.

Initial _____

MANAGEMENT AGENT:

Multifamily Management, Inc.

DATE: _____

By: _____

Its: _____

VENDOR:

DATE: _____

By: _____

Its: _____