

Subcontractor Agreement

This Agreement (“Agreement”), dated this _____ day of _____ 20____, is entered into between Mega Agent Rental Management LLC (“MARM”, “we” or “us”), an Alabama limited liability company with a business address is 2635 Valleydale Road, Suite 200, Birmingham, AL 35244, and/or its affiliates and _____ (“you” “Vendor” and/or ”Subcontractor”), whose address is _____.

You are being contracted to perform services as set forth by the scope of work, which may include facility / property maintenance and/or exterior maintenance services, according to the agreed upon specifications, to our customer(s) at such locations as we direct;

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

- **Duties:** The specifications and pricing are Schedules to this Agreement. Same must be executed and returned prior to commencing any work. Neither we nor our clients (i.e., the ownership entities of owned or managed properties, including their officers, directors, partners, members, employees and managers) will supervise any of your employees or any aspects of the Services you provide. You must provide all supervision, labor, equipment, materials, and supplies. You agree to use materials, products, and equipment approved by our customer(s) for the Services, and you agree to keep such equipment in satisfactory condition and in safe-working order. You are an independent contractor and not an employee or partner of MARM. If any work is performed and deemed unacceptable by MARM or our customer, you will immediately correct the work without charge. You will replace any employee upon the request of our customer and you will do so within 24 hours of receiving the request to do so.
- **Subcontractor’s Obligations:** In accordance with applicable law, you agree to obtain any necessary licenses or permits required to legally perform the duties under this Agreement; comply with all federal, state, and local employment laws regarding payroll tax, withholding and reporting requirements for all individuals who provide services in connection with this Agreement and all safety and employment laws, rules and regulations; and complete an Employment Eligibility Verification Form from the Department of Homeland Security, also known as Form I-9, for each person who performs work for you. The Subcontractor shall comply with the Immigration Reform and Control Act of 1986 (“IRCA”) in all respects for each employee who performs work pursuant to or in the furtherance of this Agreement. The Subcontractor warrants that an authorized representative of the Subcontractor has (1) verified that the employee is legally authorized to work in the United States for the duration of all services provided to the Owner and/or Owner’s Agents; (2) required the employee to complete and execute Section 1 of the DHS Form I-9; and (3) completed and executed Section 2 of the DHS Form I-9. The Subcontractor further agrees to indemnify, defend and save Owner and/or Owner’s Agents from and against any and all claims, losses, costs, and liabilities arising out of the Subcontractor’s failure to comply with this provision. You will also allow us access, on reasonable notice, to audit any and all of your records to insure compliance with the foregoing. Failure to comply will constitute a default hereunder.

EXPECTATIONS

- Subcontractor will call the scheduler for the following reasons:
 - a. Job will exceed \$250. MARM must get owner approval before completing work. If MARM does not receive this call and the invoice is greater than \$250. Subcontractor agrees to absorb any cost greater than \$250.
 - b. Subcontractors must submit photographs depicting the location and/or object of service performance both prior to and upon completion of all services.
 - c. After work is complete to close the loop, MARM needs to mark work orders as complete.

INITIALS: _____

- Subcontractor and its employees shall show identification to our clients (i.e., all tenants and owners) on the property prior to entry.
- ALL INVOICES AND PRE- AND POST-SERVICE PHOTOGRAPHS MUST BE SUBMITTED WITHIN 2 WEEKS OF COMPLETION OF WORK.
- Non-Emergency Calls - follow up with resident within 24 to 48 hours of assignment
- Emergency Calls - follow up with residents within 2 to 8 hours of assignment
- Subcontractor and its employees are expected to be professional and courteous at all times and are prohibited from any of the following:
 - a. foul language
 - b. smoking in the building
 - c. use of the tenant's radios and/or televisions
 - d. leaving any trash or waste generated by Subcontractor, including cigarette butts, bottles, bags and/or cans.

INSURANCE REQUIREMENTS

During the term of this Agreement, you must purchase and maintain the insurance coverage specified below.

Concurrently with execution of this Agreement, you shall provide us with certificates of insurance evidencing the insurance required pursuant to this section, together with complete copies of all insurance policies – including all endorsements - required to be carried by you. All insurance shall be placed with insurance companies acceptable to us licensed to do business in the State where the Services are performed and include all of the requirements set forth in this section. All insurance companies must have an *AM Best's* rating of at least "A- VII" or better. All approved Subcontractors that you retain under this Agreement shall also be required to obtain and maintain the type of insurance coverage required by this section, which is approved by us.

Prior to the commencement of the Services, you shall obtain and maintain or cause to be obtained and maintained the following insurance, in amounts not less than those specified below:

(1) Workers' Compensation insurance in accordance with the laws of the State in which your employees engage in Services under this Agreement. The policy shall contain a Waiver of Subrogation endorsement in favor of us.

(2) Employer's Liability insurance in an amount not less than \$100,000 each accident, \$100,000 each disease, \$200,000 in the aggregate for each state in which your employees engage in Services under this Agreement.

(3) Comprehensive General Liability (CGL) on ISO Form CG.00 01:12 04 with limits of liability of not less than:

- i. Each Occurrence: \$1,000,000
- ii. Each Offense: \$1,000,000
- iii. General Aggregate: \$1,000,000
- iv. Product-completed Operation Aggregate: \$1,000,000
- v. Fire Damage (any one person): \$50,000
- vi. Medical Expense (any one person): \$5,000

These amounts are subject to increase as required by our clients.

The CGL policy shall contain either by inclusion in the form or by separate endorsement the following coverages:

- Product-Completed Operations Hazard (to be maintained 2 years beyond completion of the Services);
- Blanket Contractual Coverage (including coverage for the indemnity clauses provided under this Agreement);
- Broad Form Property Damage Liability;
- Personal Injury Liability with employee and contractual exclusion deleted;
- Independent Contractors Liability;
- Waiver of Subrogation in favor of us – ISO form CG 24 04 11 85 or equivalent;
- The policy shall be endorsed, via CG 20 33 07 04 and CB 20 37 07 04 or equivalent providing both Ongoing and Completed Operations, to add as an Additional Insured without restriction and to include coverage for premises, operations, and products-completed operations (to be maintained 2 years beyond completion of the Services) and must include the following language:

Section II – Who is An Insured is amended to include as additional insureds:

MEGA AGENT RENTAL MANAGEMENT LLC, THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES INCLUDING THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES AND MANAGERS with respect to liability for “bodily injury”, or “property damage” or “personal and advertising injury” caused whole or in part by the acts or omissions of either you or the additional insureds.

● Other insurance clause modified so that your policy is primary and non-contributory to any of our valid and collectible policies. It is further understood and agreed that any policies maintained by or in our name on our own behalf, or by our clients on their own behalf, shall be excess only over any valid and collectible insurance maintained by you on your own behalf and on behalf of us and our clients.

(4) Comprehensive Automobile Liability.

- i. Comprehensive form liability covering any auto, including all owned, hired and non-owned autos;
- ii. Combined single limit of liability in the minimum amount of \$250,000;
- iii. Shall include contractual liability coverage for indemnity provisions of this Agreement, including injury to your employees;
- iv. Policy shall be subject to the same requirements as CGL policy regarding the entities required to be named as Additional Insured, Waiver of Subrogation and Primary and Non-Contributory provision.

All insurance required to be maintained by this provision shall be subject to the following notice provision:

This insurance shall not be cancelled, materially changed or allowed to expire without at least thirty (30) days advance written notice to us/Additional Insured at the following address:

Mega Agent Rental Management LLC
2635 Valleydale Road, Suite 200
Birmingham, AL 35244.

All insurance policies shall be written on “an occurrence basis.” If, however, any policies are written on a “claims made” basis, the retroactive date shall coincide with or precede the date on which you first commenced the Services. You shall ensure that such policies are maintained in full force and effect by you and any authorized Subcontractors for at least two (2) consecutive years following completion of the Services. In the event any such policies of “claims made” insurance is terminated, you shall purchase extended reporting provisions to report claims arising hereunder for a period of at least two (2) years thereafter.

No policies may be cancelled or materially revised without our prior written approval. Coverage specified in this section is for minimum amounts only and is not a warranty of the adequacy of such coverage. You must secure and pay all premiums on all insurance coverage required by federal, state, and local law. You must immediately notify us of any injury or claim against you and/or us arising out of your performance of the Services, and provide us with copies of all relevant documents, including but not limited to all summonses and complaints asserting such claims. Should your aggregate limits of liability be reduced due to loss from claims, you must reinstate or cause the aggregate limits to be reinstated to the minimum amounts specified in this section.

At our sole discretion, we may require you to obtain additional types of insurance as required by specific accounts. Any additional insurance shall comply with the requirements of this Agreement.

In the event that you fail or neglect to obtain, maintain or renew the required insurance as specified in this section and fail or neglect to furnish evidence thereof to us and provide us with the Certificates of insurance and copies of policies as required hereunder, we shall have (a) the right, but not the obligation, to procure the above-described insurance and reduce your charges

for Services by the cost thereof; or (b) deem your failure or neglect as a material breach of this Contract.

The required coverage, provisions, and limitations of this provision shall not limit your liability, and we, at our discretion, may increase the minimum limits of liability for those insurance policies that you are required to maintain during the term of this Agreement.

TERMS

Independent Contractor: In the performance of the Agreement, you shall be an independent contractor. Nothing in this Agreement between Subcontractor and MARM shall be deemed to constitute a partnership, joint venture or other similar relationship, and you agree not to make any contrary assertion, claim or counterclaim in any action, suit or other legal proceeding involving you and MARM. You are responsible for all losses, damages, judgments, liabilities, claims, injuries, costs, and expenses arising directly or indirectly from the ownership and operation of your business, your motor vehicles, your property, and your performance of the Agreement. You are not authorized to contract on our behalf, to bind us in any manner, or to hold yourself out as anything but an independent contractor. You have full responsibility for all debts and obligations of your business. It is specifically understood that you will maintain all payroll records for your employees and that we will not do so. You agree to do business only under your own corporate name as our Subcontractor and that you have not been licensed to use the MARM name.

Defense and Indemnification. You shall, at your own cost and expense, defend us and our customer (i.e., ownership entities of our owned or managed properties) and both our and our customer's respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns ("Indemnified Parties") from and against all allegations (even if such allegations may be later proven false, fraudulent or groundless) asserted in any and all claims reasonably related to Services you provided or failed to provide under this Agreement, regardless of whether your indemnity obligations, specified below, ultimately apply and regardless of whether the allegations are directed solely against one or more of the Indemnified Parties.

To the fullest extent permitted by applicable law, you shall indemnify and hold harmless the Indemnified Parties from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, assessments, awards, deficiencies, judgments, settlements, and penalties, including, without limitation, costs, and expenses whatsoever (including without limitation attorneys' consultants' and other professional fees and disbursements) incident thereto (collectively "Losses"), arising out of, based upon, occasioned by or in connection with:

- (1) Your performance of (or failure to perform) your duties under this Agreement;
- (2) A violation of any law or any negligence, gross negligence or willful misconduct by you or your affiliates, Subcontractors, agents or employees during either your performance of your duties under this Agreement or otherwise while you are on the property of one of our clients;

- (3) Damage to property and injuries, including without limitation death, to all persons, arising from any occurrence caused by any act or omission of you or your personnel related to the performance of this Agreement.
- (4) Your breach of any of the representations, warranties covenants or obligations contained in this Agreement.
- (5) You or your personnel being declared to have “common law” or “employee” status with respect to the Services performed under this Agreement.
- (6) Your failure (i) to provide any legally required employee-related benefits applicable to your personnel performing Services under this Agreement, or (ii) to withhold and/or remit all amounts required by applicable law, rule, regulation, or policy, including but not limited to withholdings for Federal Insurance Contributions Act (“FICA”), Federal Unemployment Tax Act (“FUTA”), unemployment insurance, workers compensations insurance, disability, pension, income tax and health insurance purposes; or
- (7) The infringement of the propriety rights of ours, our clients or any third party.

The indemnification obligation specified in this paragraph 6 shall be construed so as to extend to all legal, defense and investigation costs, as well as other costs, expenses, and liabilities incurred, by any Indemnified Party to enforce its rights to either defense or indemnification under this paragraph 6, including, without limitation, attorneys’ fees, associated with any actions, including arbitrations and any appeal actions (regardless of which party initiates the appeal), an Indemnified Party initiates to enforce its rights to either defense or indemnification under this paragraph 6, as well as other costs, expenses, settlements and liabilities incurred by the Indemnified Parties, including but not limited to interest, penalties, and fees of attorneys, consultants, accountants and other professionals (including expenses), from and after the time when any Indemnified Party receives notification (whether verbal or written) that a claim or demand has been made or is to be or may be made. Where the Indemnified Parties have settled a claim (regardless of whether the claim is in suit), they shall be entitled to indemnification for the entire amount of the settlement (i.e., you agree not to dispute the reasonableness of the settlement amount) so long as you were given notice of the proposed settlement at least thirty (30) days prior to the settlement.

Pursuant to the indemnification obligation specified in this paragraph 6, you agree to indemnify and hold harmless the Indemnified Parties regardless of whether the Losses were caused in whole or in part by the Indemnified Parties’ violation of any law or negligence (excluding gross negligence or willful misconduct), including but not limited to business invitee premises liability. For the avoidance of doubt, you are obligated to indemnify us under this paragraph 6 even if we are negligent (partially or solely) in causing the Losses.

Term and Termination: The initial term of this agreement is one year commencing from the date of execution. This agreement shall automatically renew for successive one year periods, unless either party provides notice to the other of its intent to terminate this agreement in writing with not less than ten (10) days’ notice. In addition, this Agreement or any schedule to this Agreement may be terminated by us, upon one (1) day notice if we or our customer notifies you that your Services are unsatisfactory, you violate any provision in this Agreement, you fail to maintain the required insurance, you assign this Agreement, become insolvent, or declare



VENDOR AGREEMENT

bankruptcy, you subcontract the Services, you fail to fully cooperate with us or our customer or our customer cancels their contract with us.

Assignment: We may assign this Agreement without prior notice to you. You may not assign this Agreement.

Right to Offset: We may withhold from payment owed to you any amount due to us from you under the indemnification provision, any other provision of this Agreement, or due to a breach of this Agreement in the performance of this agreement or as to any breach of a duty to indemnify.

Damage Limitation: In no event shall we be liable for consequential, incidental, or special damages, including without limitation and delay damages, lost opportunity damages or lost profits, incurred by you or your affiliates, Subcontractors, agents, or employees in connection with this Agreement.

Miscellaneous: If any sentence, paragraph or provision in this Agreement for any reason is deemed illegal or otherwise unenforceable, then the validity of the remaining sentences, paragraphs or provisions shall not be affected; and this Agreement shall be construed as if such provision had never been a part of it. Any provisions of this Agreement that may be reasonably interpreted to impose any obligation after termination or expiration upon you or us shall survive such termination or expiration and be binding upon you and us. This Agreement contains the entire agreement of the parties. No promises, inducements or representations not contained in this Agreement shall be of any force or effect or binding upon you or us. Any pre-printed terms or conditions which appear on an invoice from you shall be of no force and effect and shall be expressly superseded by the terms of this Agreement. Any modifications, changes, or variances to this Agreement made by you shall be void and of no effect unless made in writing and signed by us.

The parties hereto have caused this Agreement to be executed by their authorized representatives and represent that they have full authority to enter into this Agreement.

You: SUBCONTRACTOR

Us: MEGA AGENT RENTAL MANAGEMENT

Printed Business Name

Signature of Authorized Representative

Authorized Signature

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

PERMISSION TO RELEASE INSURANCE INFORMATION

I, _____
(print Vendor name and address), hereby authorize _____ (print name
of Vendor's insurance agent) to provide a complete copy of my General Commercial Liability
and all endorsements as well as a current Certificate of Liability Insurance to the following:

EMAIL

Trista@MegaAgentRentals.com

MAIL

Mega Agent Rental Management LLC
Attn: Compliance Dept.
2635 Valleydale Road, Suite 200
Birmingham, AL 35244

This authorization/request shall be valid as to all additions, revisions, deletions, endorsements,
etc. to the policy, as well as all renewal policies as they become effective.

(vendor signature)

(date)

ACCOUNT SETUP INFORMATION

Company Name (same as W9): _____

Company Contact: _____

Name on Check: _____

Direct Deposit Information **PLEASE INCLUDE A VOIDED CHECK WITH APPLICATION**

Driver's License Number / State _____

Business Address: _____

Mailing Address: _____

Business Phone: _____

Mobile Phone: _____

E-Mail Address: _____

Type of work performed: _____

How long has your company been in business? _____ years

With the same License Number? _____ years

Will you provide a one year warranty on all labor and workmanship? ___ Yes ___ No