

## Vendor Services 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”), whose address is \_\_\_\_\_.

You are being contracted to perform certain labor, material equipment and/or services (*collectively hereafter “services”*) on behalf of property owners (*also referred to as “customers” herein*) of MARM managed properties. Mega Agent Rental Management LLC is not owner of any properties for which you will be contracted. Rather, Mega Agent Rental Management LLC 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 Mega Agent Rental Management LLC. Ultimately, the responsibility for all payments and debts incurred by a job / property, related to your services, rest with the property Owner.

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:** Vendor shall provide pricing and work approval prior to commencement of 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 the owner of the property, 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.

- **Vendor’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 Vendor 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 Vendor warrants that an authorized representative of the Vendor 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 Vendor 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 Vendor'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.

Vendor agrees that all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA").

## **EXPECTATIONS**

● Vendor will contact a MARM representative if any job / repair will exceed \$250 in total cost. MARM must get property owners approval for all work more than \$250 before Vendor may continue or complete work. If MARM is not contacted in this instance and work continues and/or is completed and the invoice is greater than \$250, then the Vendor agrees to absorb any cost greater than \$250.

INITIALS: \_\_\_\_\_

- Vendor and its employees shall show identification to our clients (*i.e., all tenants and owners*) on the property prior to entry.
- Do not enter a property without authorization and never enter a property where any person under 19 is the only other person present at the home.
- Any keys issued to Vendor must be returned to Mega Agent Rental Management LLC within 24 hours.
- Do not promise any tenant to return or repair items which have not already been authorized by Mega Agent Rental Management LLC or the property owner.
- ALL INVOICES AND ANY PRE- AND POST-SERVICE PHOTOGRAPHS MUST BE SUBMITTED WITHIN 2 WEEKS OF COMPLETION OF WORK.
- All invoices shall contain the property address, description of work done and amount of repair.
- Vendor is responsible for payment for materials purchased by the Vendor and any subcontractors hired by the Vendor.
- Non-Emergency Calls - follow up with resident within 24 hours of assignment (*48 hours if work order is received on a Saturday*).
- Emergency Calls - follow up with residents within 2 to 8 hours of assignment regardless of day of the week.
- Vendor 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. No smoking inside or outside of property where you are performing services under this agreement.
  - c. use of the tenant's radios and/or televisions
  - d. leaving any trash or waste generated by Vendor, 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 Vendors 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 and if required by 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 property owners and 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 OR INDIVIDUALS 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.

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 Mega Agent Rental Management LLC’s current address. The current address of Mega Agent Rental Management LLC is:

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 Vendors 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.

Any additional insurance that may be required for any specific job 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 this Agreement, you shall be at all times an **INDEPENDENT CONTRACTOR**. Nothing in this Agreement between Vendor 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 or any of the owners of our managed properties 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. Vendor understands and agrees that if Vendor suffers any injury, damage, or loss while working as an independent contractor under this agreement, Vendor will not be covered for such injury etc. under any Workers Compensation insurance policy that may or may not be owned by MARM, its affiliated partners or any owner of its managed properties. Vendor is responsible for obtaining any Workers Compensation insurance on Vendor's own behalf. You agree to do business only under your own corporate name as our Vendor 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 (MARM) and our customer (*i.e., ownership individuals / 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, Vendors, 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) Personal Injury to you, your employees and any subcontractor or independent contractor working on your behalf.
- (5) Your breach of any of the representations, warranties covenants or obligations contained in this Agreement.
- (6) You or your personnel being declared to have "*common law*" or "*employee*" status with respect to the Services performed under this Agreement.
- (7) 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
- (8) The infringement of the propriety rights of ours, our clients or any third party.

The indemnification obligation specified in this section 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 section, 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 section, 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 section, 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 section even if we are negligent (partially or solely) in causing the Losses.

**Term:** 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 prior to the end of term in writing.

**Termination:** Mega Agent Rental Management LLC shall have the exclusive right, at any time and for any reason (*with or without cause*), to terminate this Agreement without penalty, and without prejudice to any other rights or remedies that Mega Agent Rental Management LLC may have, upon delivery of written notice of such termination to Vendor. Upon receipt of such notice, Vendor shall discontinue its performance of the Services as promptly as is reasonably possible and shall not incur hereunder, or bill Mega Agent Rental Management LLC for, further charges. Unless Vendor is in breach of this Agreement, Mega Agent Rental Management LLC shall remain obligated to compensate Vendor for then-outstanding sums for Services performed in accordance with this Agreement prior to termination.

**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, Vendors, agents, or employees in connection with this Agreement.

**Venue / Governing Law:** Shelby County, Alabama will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Alabama.

**Descriptive Headings:** Descriptive headings are *for convenience only and shall not control or affect the meaning or construction of* any provision of this Agreement.



# VENDOR AGREEMENT

**Miscellaneous:** If any sentence, paragraph, section 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: VENDOR**

**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](mailto: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