

VENDOR SERVICE AGREEMENT

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

- A) BH Management Services, Inc. is not the property owner. Rather BH Management Services, 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 BH Management Services, 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 BH Management Services, 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 policy as an additional insured as their interests may appear in regard to work performed by Vendor: **"BH MANAGEMENT SERVICES, INC., THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES INCLUDING THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES AND MANAGERS are additional insured on the general liability policy solely in regard to goods and/or services provided by the named insured."** 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) The vendor, including all subcontractors, day laborers, employees or agents, agrees to indemnify and hold harmless the Owner, the management company, their officers, agents and employees and affiliates from and against any and all claims, damages, expenses, losses, demands, suits and liabilities (including reasonable attorney's fees) that arise out of, relating to, or resulting from performance or material or services performed or supplied by the Vendor or by persons furnished by the vendor, including subcontractors, day laborers, employees or agents that result in injuries or death to persons or damage to property, including theft or assertions under workers compensation or similar acts made by persons furnished by the vendor or any subcontractor, day laborer, employees or agents.
- D) 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; (3) completed and executed Section 2 of the DHS Form I-9, and (4) processed through Department of Homeland Security-Employment Eligibility Verification "E.E.V." 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.

- 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 BH Management Services, Inc., its agents and employees.

By signing below I acknowledging 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 BH Management Services, 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 BH Management Services, Inc. **