

VENDOR REQUIREMENTS ACKNOWLEDGEMENT & AGREEMENT

PLEASE READ VERY CAREFULLY BEFORE FILLING IN YOUR NAME AND TITLE BELOW AND CHECKING THE "I AGREE" BOX. BY ENTERING YOUR INFORMATION IN THE BOXES BELOW AND CHECKING "I AGREE", YOU ACCEPT AND AGREE TO THESE REQUIREMENTS AND TERMS. IF YOU DO NOT ACCEPT THESE REQUIREMENTS AND TERMS, PLEASE DO NOT COMPLETE THE INFORMATION BELOW OR CLICK THE "I AGREE" BUTTON.

"Manager" means the property management company who acts as agent for a property owner pursuant to a management contract and as part of such contract is tasked with selecting and engaging various individuals and companies to provide products to or perform services at or for a single or multi-family residential or commercial rental property.

"Owner" means the legal owner of the property for which products will be provided or for or at which services will be performed.

"You" or "Vendor" means the entity or individual that acknowledges and accepts the requirements and terms set forth herein and will provide the products or perform the services as required by the Manager or Owner.

INTRODUCTION: This agreement is between You ("Vendor") and the Manager and Owner of the property to which products will be provided or at or for which services will be provided.

Vendor acknowledges and agrees as follows:

- A) Role of Manager. Vendor acknowledges and agrees that Manager is not the property owner and that Manager acts solely as an agent for the Owner of each property it manages. Vendor acknowledges and agrees that Manager engages all vendors on behalf of the Owner and not on behalf of Manager and agrees that the responsibility for all debts incurred by a property rest with the Owner.
- B) W-9 and License Requirements. Vendor agrees to provide a current W-9 and any required business and professional licenses to RP Newco II, LLC dba Compliance Depot, a Delaware limited liability company ("Compliance Depot"), with whom Owner or Manager has contracted for administrative vendor compliance services. Vendor acknowledges that prior to providing any type of product and/or service to a property, Vendor must have a W-9 and any applicable business and professional licenses on file with Compliance Depot.
- C) Insurance Requirements. Vendor acknowledges that prior to providing any type of good and/or service that requires Vendor to send a representative to the property, Vendor 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. Vendor agrees that all coverage shall be primary and non-contributory. Vendor agrees to add the following parties to policies as an additional insured as their interests may appear in regard to work performed by Vendor: "[Legal Name of Manager] and the ownership entities of their owned or managed properties." Vendor agrees that a waiver of subrogation shall apply in favor of the aforementioned parties on all policies as

permitted by law. Vendor acknowledges and agrees that the certificate of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services.

- D) Indemnification of Owner and Manager. Vendor agrees to indemnify and hold harmless Owner, Manager, and each of their respective members, managers, directors, officers, agents, contractors, employees and affiliates from and against any and all claims, damages, expenses, and losses of any kind, including but not limited to defense costs and attorneys' fees, arising out of, relating to, or resulting from performance of work at the property(ies) by Vendor, its employees or agents, the presence of Vendor, its employees or agents on the property(ies), or any injury to agents or employees of Vendor arising out of or in the course of their work on the property(ies).
- E) Vendor Employees/Subcontractors. Vendor agrees to exercise due diligence with respect to placement of employees, laborers and subcontractors on the property. Vendor agrees that Vendor will not provide 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 assault, battery, rape, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping.
- F) Compliance with Laws. Vendor shall comply with all applicable laws in providing any products and/or services to Owner or Manager, including, without limitation, the Immigration Reform and Control Act of 1986 ("IRCA"). Vendor warrants that an authorized representative of the Vendor has (1) verified that each Vendor employee, laborer or subcontractor is legally authorized to work in the United States for the duration of all products or services provided to the Owner and/or Owner's agents; (2) required the employee, laborer and/or subcontractor 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." Vendor agrees to indemnify, defend and save Owner, Manager and each of their respective members, managers, directors, officers, agents, contractors, employees and affiliates from and against any and all claims, losses, costs, and liabilities arising out of the Vendor's failure to comply with these requirements.
- G) Non-Discrimination. Vendor agrees that Vendor will not discriminate against or segregate any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability or familial status, nor shall 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 employees, laborers, subcontractors, tenants, lessees, sub-tenants or vendees of the property.
- H) Code of Conduct. Vendor agrees that it will and will cause each of its employees, agents and sub-contractors to conduct itself and themselves in a professional and ethical manner in all dealings with Manager, Owner and each of their respective agents, employees and contractors.

SAMPLE