



# BH Management Services, LLC

## VENDOR SERVICE AGREEMENT

As a vendor for BH Management Services, LLC, \_\_\_\_\_ (“Vendor”), agrees to provide good, materials, and/or services (the “Work”) to BH Management Services, LLC (“BHMS”), as agent for the Owner (“Owner”) (Vendor, BHMS, and Owner each a “Party” and together “Parties”) of one or more apartment communities managed by BHMS under the following terms (the “Agreement” or the “VSA”)

- A. **Role of BHMS:** Vendor acknowledges that BHMS is not the property owner and that BHMS acts solely as a property manager engaged independently in the business of managing property for the Owner and engages all vendors on behalf of Owner and not as a principal. Ultimately, the responsibility for all debts incurred to Vendor and/or its suppliers and subcontractors rests with Owner.
- B. **Service Agreement:** The Parties understand that this Agreement may not be the entire agreement between the Parties. The Parties may have entered into a separate service agreement (the “Service Agreement”) to cover the specific vendor Work. As such, the terms and conditions contained herein shall remain applicable for the full term of any Agreement. If there is any inconsistency between this Agreement and any Service Agreement, this Agreement shall control.
- C. Vendor agrees that, before providing any goods and/or services to a BHMS-managed community, it will have completed and signed IRS Form W-9 along with any applicable professional licenses on file with the third party Vendor Credentialing company used by BHMS. Additionally, Vendor agrees that before sending any representative or agent to a BHMS-managed community to perform Work of any nature, Vendor will have a current certificate of insurance on file with the vendor credentialing company for General Liability, Auto Liability, Excess liability (if applicable), and workers compensation insurance. Additional coverage may be required if deemed appropriate by the scope of service. All coverage shall be primary and noncontributory. The general liability policy must be written on an Insurance Service Office based policy form and the following parties must be added to the general liability policy as an additional insured (or “AI”) as their interests may appear in regard to Work performed by Vendor: ***“BH MANAGEMENT SERVICES, LLC, THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES, INCLUDING THEIR PARENT ORGANIZATIONS AND THEIR RELATED ENTITIES, THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS AND EMPLOYEES are additional insured on the general liability policy.”*** Full policy limits available to Vendor shall also apply to the additional insureds. Any self-insured retention or deductible limit applicable to any required policy shall be conveyed within the submitted insurance documentation. Vendor is required to include endorsements for ongoing and completed operations to be approved at the sole discretion of BHMS. All moderate and high-risk vendors must carry an umbrella/excess policy up to the required limits. The umbrella/excess policy must have the AI status checked or include



verbiage that the policy follow form to the underlying GL policy. A waiver of subrogation shall apply in favor of the aforementioned parties on all policies as permitted by law. There certificates of insurance must remain current and any lapse in coverage will result in termination of future purchases of goods and services. Endorsements are required with each policy renewal and must accompany the certificate of insurance. The definition of “insured contracts” should not be deleted, amended, or otherwise endorsed in any way.

D. Indemnification:

- i. To the fullest extent permitted by law, and except as set out in subparagraph (ii) below, Vendor shall indemnify, hold harmless, and defend the Owner, BHMS, the ownership entities of their owned or managed properties, including their parent organizations and their related entities, their officers, directors, partners, members, managers and employees (collectively “Indemnitees”) from and against all claims, damages, losses, and expenses, including, but not limited to attorney fees, arising out of or resulting from bodily injury or death of any person, or property damage, including loss of use of property (“Claims”), arising or alleged to arise out of or in any way related to Vendor’s performance of the Work or other activities of Vendor or related to this or any other Service Agreement regarding the Work, incurred in connection with the fault, negligence, or willful misconduct of Vendor in performance of the Work, the breach by Vendor of any term, condition, warranty, or representation in this or any other Vendor Agreement regarding the Work, any claims against the Indemnitees by anyone directly or indirectly under the Vendor’s control or anyone for whose acts vendor may be liable.
- ii. Furthermore, to the fullest extent permitted by law, Vendor shall indemnify, hold harmless, and defend the Indemnitees from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease, or death of, any employee, agent, or representative of Vendor or any of its subcontractors, regardless of whether such claim, damage, loss or expense is caused, or is alleged to be caused, in whole or in part by the negligence of any Indemnitee, including BHMS. The indemnification obligations under this paragraph shall not be limited by any limitation on the amount of type of damages, compensation, or benefits payable by or for the Indemnitees under workers compensation acts, disability benefit acts, or other employee benefit acts.
- iii. Notwithstanding any other provision of this VSA, the foregoing indemnities contemplated in Sections D(i) and D(ii) shall not, as to the Indemnities defined therein, be available to the extent such losses, liabilities, damages, claims, costs, and expenses are determined by a court of competent jurisdiction through a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of any Indemnitee.



- iv. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall indefinitely survive any expiration, completion, or termination of the Agreement. Vendor agrees to continue to maintain Products and Completed operations insurance coverage per the required type and limits as defined within this Agreement, for three (3) years from the date on which the Work is completed and name the Indemnitees, including BHMS and Owner, as additional insured under Vendor's commercial general liability insurance policy. Furthermore, Vendor agrees that there shall be no endorsements or modification of the commercial general liability policy limiting the scope of coverage for liability arising from cross suits, pollution, explosion, collapse, underground property damage, earth movement, subsidence, or other exposures unless Vendor maintains separate insurance policies providing such coverage.
- E. 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. Vendor warrants that an authorized representative of Vendor has:
  - (i) verified that each 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; (ii) required the employee to complete and execute Section 1 of the DHS Form I-9; (iii) completed and executed Section 2 of the DHS Form I-9; and (iv) been processed through Department of Homeland Security-Employment Eligibility Verification "E.E.V." Vendor further agrees to indemnify, hold harmless, and defend Indemnitees from and against any and all claims, losses, costs, and liabilities arising out of Vendor's failure to comply with these requirements.
- F. Vendor agrees 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 Work, nor shall Vendor, or any other person claiming under or through Vendor, 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 where Work occurs.
- G. Vendor agrees to exercise due diligence in not placing any agents, independent contractors, subcontractors, or the employees thereof to perform Work inside any building or living units or within community boundaries who may have a prior criminal background consisting of crimes including but not limited to those of violence, sex, dishonesty, or breach of trust, or pose as a threat, danger or moral hazard to the residents or property or the community. Vendor agrees that it must use dependable hiring practices and accept BHMS's Policies regarding employee background screening.



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- H. Vendor agrees on behalf of itself and all its employees, agents, and subcontractors to conduct themselves in a professional and ethical manner in all dealings with BHMS, Owner, and their respective agents and employees.
- I. Vendor, any of its employees or subcontractors and their employees shall be considered and are acknowledged to be independent contractors and not employees of BHMS, Owner, or their related entities or respective agents. Vendor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Vendor's employees, and the right to hire, fire, and discipline its employees and workers. As an independent contractor, payment to Vendor shall not be subject to any withholding for tax, social security, or other purposes, nor shall Vendor or its employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance, worker's unemployment compensation, or any employee benefits of any type, from BHMS or Owner.
- J. Vendor shall have no authority to commence Work at any job location until it has received written authorization in the form of a Purchase Order from BHMS. No payment shall be made on any invoice unless a copy of the Purchase Order authorizing the Work is attached and the Purchase Order number is listed on the invoice. Neither BHMS nor Property Owner shall be liable in quantum meruit, sworn account, breach of contract, or any other theory of liability as a result of any Work performed by Vendor without prior written authorization from BHMS. Vendors shall be received in the BHMS-selected E-Invoices platform after approval is met in the vendor credentialing company used by BHMS. All undisputed invoices will be processed a minimum of thirty (30) days after BHMS receipt of proper invoice.
- K. This Agreement: (i) and any and all matters in dispute between the Parties, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the law of Iowa, regardless of the legal theory upon which such matter is asserted; (ii) represents the Parties' entire understanding regarding BHMS & Owner Vendor requirements, and supersedes any prior agreements or discussions, written or oral, regarding vendor requirements; (iii) may be modified only by written amendment signed by each of the Parties' officers or authorized designees; (iv) has been duly authorized, executed, and delivered by Vendor and is the legal, valid, and binding obligation of Vendor enforceable in accordance with its terms; and (v) is to be considered severable, and if any provision or portion of the Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of the Order shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect. The provisions of an Order that by their nature continue, including, but not limited to the warranty, confidentiality, indemnification, and allocation or liability provisions set forth in the Agreement, shall survive any expiration, cancellation, or termination of the Agreement.
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By signing below, Vendor acknowledges its accord and compliance with all requirements set forth in the Agreement. Vendor's signatory represents that he or she has been duly authorized to execute this Agreement on behalf of Vendor. The Parties understand that violation of any terms of the Agreement may result in the termination of approval to perform Work for BHMS and/or Owner, such termination being at the sole discretion of BHMS and/or Owner.

**CLIENT:**

**VENDOR:**

**BH Management Services, LLC**

\_\_\_\_\_  
*Client, as Agent for the Owner(s)*

\_\_\_\_\_  
*Vendor Company Name*

**Krystin Farrow**

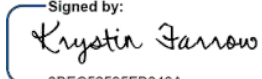
\_\_\_\_\_  
*Name of Authorized Agent*

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*Name of Authorized Agent*

**Vice President of Strategic Sourcing**

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*Title of Authorized Agent*

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*Title of Authorized Agent*

Signed by:  
  
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*Signature of Authorized Agent*

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*Signature of Authorized Agent*

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*Date Signed*