



BH Management Services, LLC

PROFESSIONAL SERVICES AGREEMENT

As a consultant for **BH Management Services, LLC,**

(“Consultant”), agrees to provide services to **BH Management Services, LLC (“BHMS”)**, as Project Manager for the owner (“Owner”) of one or more apartment communities managed by BHMS under the following terms:

- A) Consultant acknowledges that BHMS is not the property owner and that BHMS acts solely as a Project Manager for the Owner and engages all consultants on behalf of Owner and not as a principal. Ultimately, the responsibility for all debts incurred to Consultant and/or its employees or agents rest with Owner.
- B) Consultant agrees that, before providing any services to a BHMS-managed apartment community, it will have a completed and signed IRS Form W-9 along with any applicable professional licenses on file with Compliance Depot. Additionally, Consultant agrees that, before sending any representative or agent to a BHMS-managed apartment community to perform work of any nature, it will have a current certificate of insurance on file with Compliance Depot for general liability, auto liability, excess liability, professional liability, and if applicable, and workers’ compensation.
- C) **1. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (2) BELOW, CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND THE OWNER, BHMS, THEIR PARENT COMPANIES AND SUBSIDIARIES, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONSULTANT’S PERFORMANCE OF THE SERVICES OR OTHER ACTIVITIES OF CONSULTANT, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICES OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONSULTANT OR ANYONE FOR WHOSE ACTS CONSULTANT MAY BE LIABLE.**

2. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER, BHMS, INCLUDING THEIR PARENT COMPANIES AND SUBSIDIARIES, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE “INDEMNITEES”), FROM AND AGAINST ALL CLAIMS,

DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONSULTANT, 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, IT BEING THE EXPRESS INTENT OF OWNER, BHMS, AND CONSULTANT THAT IN SUCH EVENT CONSULTANT IS TO INDEMNIFY, HOLD HARMLESS THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONSULTANT'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS AGENTS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE INDEMNITEES UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF THREE (3) YEARS.

- D) Consultant 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 services provided, nor shall Consultant, or any other person claiming under or through Consultant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of residents, lessees, sub-tenants or vendees of the premises.
- E) Consultant agrees on behalf of itself and all of its employees and agents to conduct themselves in a professional and ethical manner in all dealings with BHMS, Owner and their agents and employees.
- F) Consultant, any of its employees or agents and their employees shall be considered and are acknowledged to be independent contractors and not employees of BHMS or Owner. Consultant shall exercise all supervisory control and general control over all workers' duties, payment of wages to Consultant's employees and the right to hire, fire, and discipline its employees and agents. As an independent contractor, payment to Consultant shall not be subject to any withholding for tax, social security or other purposes, nor shall Consultant 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.
- G) This Agreement: (a) and any and all matters in dispute between the parties to this agreement, 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 laws of the state in which the Project is located, regardless

of the legal theory upon which such matter is asserted; (b) represents the parties' entire understanding regarding Consultant Requirements, and supersedes any prior agreements or discussions, written or oral, regarding Consultant Requirements; (c) may be modified only by written amendment signed by the parties' officers or authorized designees; (d) is to be considered severable, and any provision or portion of an Order 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 Order, shall survive any expiration, cancellation or termination of the Order. No waiver by a party of a right or default under an Order shall be effective unless in writing. No such waiver shall be deemed a waiver or any subsequent right or default of a similar nature or otherwise.

By signing below, Consultant acknowledges 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 BHMS and/or Owner.

_____(Consultant)

By: _____

Signature _____
Printed Name/Title

Address

City/State/Zip

Date

Return completed document to Compliance Depot via **ONE** of the following methods:

E-mail: documents@compliancepot.com

Phone: 1-888-493-6938 Option 5

Fax: 877-665-8910

** Changes or modifications to the agreement shall not be binding on BHMS or Owner unless BHMS expressly consents and agrees to each change or modification in writing. **