

## BH Management Services, LLC

### **VENDOR SERVICE AGREEMENT**

As a vendor for **BH Management Services, LLC**, \_\_\_\_\_  
("Vendor"), agrees to provide goods and/or services to **BH Management Services, LLC**  
("**BHMS**"), as agent for the owner ("Owner") of one or more apartment communities  
managed by BHMS under the following terms:

- A) Vendor acknowledges that BHMS is not the property owner and that BHMS acts solely as an agent 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 rest with Owner.
  
- B) Vendor agrees that, before providing any goods and/or 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, Vendor 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, 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 general liability policy must be written on an Insurance Services Office (ISO) based policy form. 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, 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."* VENDOR IS REQUIRED TO INCLUDE ENDORSEMENT CG2010 11 85. IF THE CG2010 11 85 ENDORSEMENT IS NOT AVAILABLE, EQUIVALENCY CAN BE ACHIEVED BY PROVIDING CG2010 10 01 AND CG2037 10 01 ENDORSEMENTS. 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. The definition of "insured contracts" should not be deleted, amended, or otherwise endorsed in any way.
  
- C) 1. **TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (2) BELOW, VENDOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND 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 FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 VENDOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF VENDOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF VENDOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY VENDOR OR ANYONE FOR WHOSE ACTS VENDOR MAY BE LIABLE.**

2. **NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND 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 (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, 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, IT BEING THE EXPRESS INTENT OF OWNER, AND BHMS AND VENDOR THAT IN SUCH EVENT VENDOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND 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 VENDOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. 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 INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT.** Vendor agrees to continue to maintain Products and Completed Operations coverage for three years from the date on which the work was completed and name Indemnified Parties as additional insureds as required above. 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 contractor maintains separate insurance policies providing such coverage.

- D) 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 (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." Vendor further agrees to indemnify, defend and save BHMS, Owner and/or Owner's Agents from and against any and all claims, losses, costs, and liabilities arising out of Vendor's failure to comply with this provision.

- E) 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 services provided, 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.
- F) Vendor agrees on behalf of itself and all of its employees, agents and subcontractors to conduct themselves in a professional and ethical manner in all dealings with BHMS, Owner and their agents and employees.
- G) 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 or Owner. 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.
- H) 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 which was performed without prior written authorization from BHMS.
- I) Vendor agrees to abide by the BH Construction General Conditions set forth on the BHMS Vendor website:  
[https://bhmanagement.com/documents/cms/docs/BH\\_General\\_Conditions.pdf](https://bhmanagement.com/documents/cms/docs/BH_General_Conditions.pdf)  
BHMS shall provide vendor with a hard copy of the General Conditions upon written request.
- J) 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 Iowa, regardless of the legal theory upon which such matter is asserted ; (b) represents the

parties' entire understanding regarding Vendor Requirements, and supersedes any prior agreements or discussions, written or oral, regarding Vendor 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, Vendor 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.

\_\_\_\_\_(Vendor)

By: \_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

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

E-mail: [documents@compliancedepot.com](mailto:documents@compliancedepot.com)

\*\* OR \*\*

Fax: 877-665-8910

\*\* Changes or modifications to the agreement shall not be binding on BH Management Services, LLC or any of the Indemnitees referenced above.\*\*