



## VENDOR AGREEMENT

### Disclaimer of Liability

In consideration of the acceptance of your bid and/or proposal for furnishing supplies, goods, and/or services to the properties managed by Innovative Management, hereinafter referred to as Innovative, you understand and agree as set forth herein. This is not an exclusive right to furnish supplies, goods and/or services to our properties. As part of the business arrangement between Innovative and your firm, you understand and agree that Innovative manages various communities as an agent of the owners. In such agent capacity, you acknowledge that Innovative, its officers, agents and employees have no responsibility whatsoever for payment of the supplies, goods, and/or services which you provide. The responsibility for payment rests with the owner of each of the various community associations. By signing your name below, you also agree to bill each community separately. Innovative represents that it has the authority to bind the Association responsible for payment of services provided and Innovative has no reason to believe that the Association or person on whose behalf services are requested is unable to pay for the services.

That all services, materials and employees used by the undersigned will comply with all applicable federal, state, and local laws and regulations, including by way of illustration and not limitation, the American with Disabilities Act ("ADA"). That the undersigned will also indemnify, defend and hold harmless (including the payment of attorneys fees and cost) Innovative, its affiliates, the property involved, the owner(s) of the property, and their respective employees, officers, and agents, should any action be initiated by any governmental or other regulatory agent or any for any alleged violation of such laws and regulations.

That the undersigned shall at its sole expense secure and maintain in force at all times a policy in compliance with the provisions of the Workers Compensation Laws of the State in which the property is located providing compensation coverage for all employees of the undersigned who at anytime act for the undersigned. The undersigned shall furnish Innovative with a certificate of insurance as proof of such policy. Nothing contained herein shall alter the relationship of the undersigned to Innovative, nor have the effect of creating an employer-employee relationship between Innovative and any such employee. The undersigned also shall be responsible for the employment, control and/or conduct of its employees and the compensable injury of such employees in the course of their employment or otherwise.

Vendors, Contractors and Suppliers also agree to provide Material Safety Data Sheets to all sites upon delivery of any materials. Contractors also agree that all OSHA Regulations will be adhered to with regard to MSDS literature and make sure that all employees are schooled in the proper safety procedures when applying and/or using any chemicals on any property.

*As always the following information contained in this correspondence is privileged and confidential information intended only for the individual named above, the reader is hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.*

The undersigned shall also maintain liability insurance with coverage's of at least \$1,000,000 covering all labor, materials, and/or services furnished hereunder. The undersigned shall furnish Innovative with a current copy of the policy, or a certificate of coverage.

Furthermore, and in view of the foregoing, you agree to look to the credit worthiness of each individual community. More specifically, this means that if one or more communities become delinquent in their payments to you, you agree not to stop selling supplies, goods, and/or services to the other communities managed by Innovative which are current in their payments to you. For any property that does become forty-five (45) days or more past due, you may terminate the furnishing of supplies, goods and/or services to that property. This will in no way, however, cause you to terminate furnishing supplies, goods, and/or services to those other communities managed by Innovative which are not more than forty-five (45) days past due.

If not withstanding the provisions of this Vendor Agreement. If either party sues to enforce the provisions of this document, the prevailing party will be entitled to reasonable attorney's fees associated with the litigation.

If the Foregoing meets with your agreement and approval, please kindly so indicate by completing the following and signing in the space provided below.

Read and Agreed: Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Federal Tax I.D. \_\_\_\_\_ or Social Security \_\_\_\_\_

Corporation       Partnership       Sole Proprietorship       Limited Liability Company

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Vendor Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Innovative Representative: \_\_\_\_\_ Title: \_\_\_\_\_