

**VENDOR TERMS AND  
CONDITIONS OF SERVICE**

These Vendor Terms and Conditions of Service (“Agreement”) is entered into as of the last date signed below, by

\_\_\_\_\_ (“Vendor”) and Secure Property Management, LLC (“SPM”):

1. **Scope of Agreement.** SPM may periodically engage Vendor to furnish labor, materials, services, equipment or machinery (“Work”) for various properties (each a “Project”) on which SPM has been engaged to act as a property manager for an owner (“Owner”). The terms and conditions of this Agreement shall govern the relationship between SPM and Vendor with respect to any Work that Vendor is engaged to perform for SPM. Vendor acknowledges that SPM would not engage Vendor to perform Work on a Project without Vendor’s agreement to be bound by the terms set forth herein. Vendor is, and shall remain, liable to SPM to complete the Work, notwithstanding the fact that a portion of the Work has been subcontracted. Vendor shall be responsible to SPM for any damages caused by the wrongful, intentional or negligent acts, errors or omissions of any person or company performing any of the Work.
2. **Contract Terms.** The contract price, timing of payment and scope of work for any Project subject to this Agreement shall be set forth on a purchase order / bid / invoice between SPM and Vendor.
3. **Payments.** Vendor shall pay each of its subcontractors and suppliers no later than seven calendar days after receipt of payment from SPM the amount to which they are entitled. SPM has the right to request written evidence from Vendor that Vendor has properly paid each subcontractor and supplier. SPM reserves the right to joint check, or pay directly, any person or entity employed by Vendor on a Project, and to deduct that amount from any amount owed to Vendor. The following conditions precedent must be satisfied before any payment can become due: (i) Vendor has submitted a request for payment to SPM; (ii) Vendor has furnished all required certificates of insurance; and (iii) Vendor has submitted lien waivers from Vendor and each of its subcontractors and suppliers as may be requested by SPM.
4. **Obligations of Vendor.**
  - (a) Vendor warrants to SPM that any materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be free from defects, and that the Work will conform to the requirements of the Agreement. Vendor shall perform its work in a safe and workmanlike manner. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. Vendor shall promptly correct Work rejected by SPM or failing to conform to the requirements of the Agreement. Vendor represents and warrants that it will comply with all applicable laws in performing any Work, including any requirements imposed by local codes, OSHA and TOSHA, and represents and warrants that it assumes all liability for compliance with the same.
  - (b) Before commencing any Work, Vendor shall thoroughly inspect and investigate the Project and confirm that there are no conditions that will hinder the Work. Vendor is responsible for coordinating its Work with the work of others. Vendor shall be responsible for inspection of portions of Work already performed to confirm that such portions are in proper condition to receive subsequent Work. Vendor shall thoroughly review all plans and specifications necessary to perform the Work. Vendor assumes all responsibilities for defects or other problems in the plans and specifications which Vendor fails to report to SPM prior to performing Work. Vendor is the expert in its field of practice and is responsible for identifying and protecting against any risky or dangerous conditions at the Project that will be encountered in performing its Work.
  - (c) Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by the Work. At completion of the Work, Vendor shall remove from the Project site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) persons at the Project site; (ii) the Work (including and materials and equipment to be incorporated therein); and (iii) other property at the Project site or adjacent thereto. Vendor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
5. **Indemnity; Hold Harmless.** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless SPM (and any Owner on whose Project Vendor is performing Work) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work. Vendor further agrees to indemnify and hold SPM (and any Owner on whose Project

Vendor is performing Work) from and against fines, penalties or other governmental assessments levied as a result of the Work. These indemnity obligations apply notwithstanding the fact that a party indemnified hereunder may be partially responsible for the loss. These indemnity obligations do not apply where SPM or Owner's sole negligence or intentional conduct is the cause of the loss.

6. **Termination.** The following constitute "Cause" to terminate Vendor on a Project: (i) Vendor's failure to supply enough skilled workers or materials; (ii) Vendor's failure to make payment to suppliers or subcontractors in accordance with the terms of the subcontracts; (iii) Vendor's failure to comply with the schedule, laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; (iv) defects in the Work; and (v) Vendor's breach of the Agreement. When Cause exists, SPM shall provide Vendor written notice of the Cause and a five calendar day period to cure the same. If Vendor fails to cure within said five calendar day period, then SPM may (without prejudice to any other rights or remedies): (i) take possession of all Work in place and of the site (including stored materials); and (ii) finish the Work by whatever method SPM may deem necessary. When SPM terminates Vendor for Cause, Vendor shall not be entitled to receive further payment until the Work is complete. Notwithstanding anything contained herein to the contrary, in the event SPM terminates Vendor for Cause, Vendor shall remain liable to SPM for (i) any breach of the Agreement; (ii) any damages SPM may sustain due to breach of the Agreement; (iii) any amounts which SPM is required to spend or incur to complete the Work; (iv) fulfillment of Vendor's warranty obligations; and (v) any defects in the Work (including injuries and/or damages resulting from defects in the Work) performed by Vendor.

7. **Dispute Resolution.** Vendor consents to exclusive venue and jurisdiction in the state courts of Davidson County, Tennessee for any lawsuit arising from, or related to, the Agreement or the Work. This Agreement shall be governed by Tennessee substantive law, without regard to any conflict of law rule to the contrary. SPM AND VENDOR WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT ARISING FROM OR RELATED TO THIS AGREEMENT, ANY WORK OR ANY PROJECT.

8. **Insurance.** Vendor shall maintain Commercial General Liability ("CGL") insurance with limits of insurance of not less than \$1,000,000 per occurrence and Workmen's Compensation Insurance as required by the laws of Tennessee. SPM (and Owner, if requested by SPM) shall be named as an "additional insured" on the CGL policy and Vendor shall furnish evidence of the same to SPM before commencing Work. The CGL policy shall further provide that it shall not be cancelled or modified without SPM first being given 30 days prior written notice of the same. Failure to carry the aforementioned insurance, or any lapse or cancellation of the insurance, shall constitute a default under this Agreement.

9. **Miscellaneous.**

(a) In the event SPM incurs fees for the services of any attorney related to this Agreement or the Work, Vendor agrees to pay all such attorney's fees incurred, plus any other related legal costs and expenses. Vendor waives all claims against SPM for consequential damages, incidental damages, special damages and lost profits. Vendor waives any claim or damages against SPM to the extent the claim or damages is covered by an insurance policy and waives the right to subrogation.

(b) SPM shall not be in breach of this Agreement until it has been provided written notice of the alleged default and a thirty day period to cure the alleged default. In the event the alleged default cannot reasonably be cured within this thirty day period, SPM shall have an additional reasonable period of time to cure the alleged default.

(c) This Agreement may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all the parties. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures. This Agreement is severable and any portion of this Agreement that is found by a court of competent jurisdiction to be unenforceable shall be severed, with the remainder of the agreement remaining in full force and effect. Owner is an intended third-party beneficiary of this Agreement.