

VENDOR AGREEMENT

The undersigned agrees to the following conditions:

- The vendor has received an BPI Vendor Guide to review prior to signing this agreement
- The vendor agrees to follow the policies and procedures of BPI (Bell Properties Inc) when performing work for BPI (Bell Properties Inc).
- The vendor will complete the following forms prior to commencing any work for (Company Name):
 - o Vendor Information Form
 - Vendor Insurance Form
 - Vendor Contract

Insurance

- Vendors will carry workman's compensation insurance if they have employees and will fulfill the following requirements:
 - The vendor will notify their workman's compensation insurance company and request them to furnish BPI with an original endorsement of the policy.
 - o The vendor will furnish an original endorsement of all yearly renewals.
 - o The vendor will notify BPI (Bell Properties Inc) if their insurance company changes.
- Vendors will carry general liability insurance.
 - BPI will not use vendors who do not carry general liability insurance and requests the vendor to carry a minimum \$ 1,000,000 current general liability insurance.
 - o Vendors will supply an original endorsement of the current liability insurance policy.
 - o Vendors will furnish an original endorsement of all yearly renewals.
 - Vendors will notify BPI (Bell Properties Inc) if their insurance company changes.

Tax Information

- Vendors will supply a Social Security Number or Tax ID.
- It is the responsibility of vendors to notify BPI of any changes and BPI has provided a Change of Information Form in the back of the BPI (Bell Properties Inc) Vendor Guideline.

Workmanship

- Vendors will supply competent work and the vendor guarantees they will redo the work to the satisfaction of BPI (Bell Properties Inc) if necessary.
- The work is on a "contract labor" basis and vendors understand that BPI (Bell Properties Inc) does not treat any vendor as an employee.

Vehicles

- All vendors must supply their own vehicles.
- Vendor vehicles must be in a reasonable working condition.
- Vendors cannot use any BPI (Bell Properties Inc) company-owned vehicles.
- Vendors must carry appropriate insurance for their vehicles.

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Vacation Time

- Vendors are to notify BPI (Bell Properties Inc) of scheduled vacations length of time required.
- Vendors are to notify BPI if they cannot complete a work order because of a pending vacation.

Work Orders

- Vendors agrees to accept work orders by email or other agreed upon communication.
- Vendors are to notify BPI immediately if the problem exceeds the authorized amount on the work order.
- Vendors are to pay for parts for maintenance requests. BPI (Bell Properties Inc) will reimburse them when the vendor submits invoices for payment.

Work Order Bids

- Vendors are to notify BPI (Bell Properties Inc) if they will be unable to offer a bid and complete the work in a timely manner.
- When BPI (Bell Properties Inc) receive the approval or denial from the owner, they will notify the vendors when to start work on the property or if the work order is completely cancelled.

Keys

- Vendors are to follow the BPI (Bell Properties Inc) Vendor Guideline regarding keys and lockboxes.
- Vendors are to be responsible for BPI (Bell Properties Inc) property keys at all times.
- Vendors are not to distribute keys obtained from BPI (Bell Properties Inc) to any other party, including tenants or owners, unless otherwise directed by BPI (Bell Properties Inc).
- Keys are to be returned to BPI (Bell Properties Inc) promptly upon completion of work.

Tenants

- Vendors are to be courteous and professional with tenants.
- Vendors are to be dressed appropriately for work when meeting with tenants.
- Vendors are to clean up after their work on the property.
- Vendors are NOT to make comments on repairs or the condition of the property to tenants.
- Vendors are NOT to discuss in detail the repairs with tenants.
- Vendors are NOT to make promises to tenants unless it is within the work order request.
- Vendors are to call BPI (Bell Properties Inc) from the property if necessary, to clarify the work or request permission to do additional maintenance they see is required relating to the work order.
- BPI requests vendors use their cellphones when calling from a tenant residence. However, if necessary, the vendor is to request permission to use the tenant's telephone.
- If tenants request other work, the vendor is to instruct them to call BPI (Bell Properties Inc) and place a work order.
- If tenants pose a threat, vendors are to immediately leave the property and notify BPI (Bell Properties Inc).

Property Owners

- Vendors are to be courteous and professional with property owners at all times.
- Vendors are NOT to make comments on repairs or the condition of the property to property owners without consulting BPI (Bell Properties Inc).
- Vendors are NOT to discuss in detail the repairs with property owners unless requested or authorized by BPI (Bell Properties Inc).

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- If property owners request deviations from work orders from BPI (Bell Properties Inc), then vendors are to notify BPI (Bell Properties Inc) immediately before proceeding.
- Vendors are NOT to make promises to property owners unless it is within the work order request or discussed with BPI (Bell Properties Inc) and authorized by BPI (Bell Properties Inc).

Social Media

Vendors are not to post ANY information or pictures on any social media platform, such as Facebook,
 Twitter, YouTube, or any other medium at any time.

Confidentiality and Red Flags Rule

- Vendors are to keep all information from BPI: BELL PROPERTIES, property owners, tenants, and any other property information confidential at ALL times.
- Vendors are to have a written Red Flags Rule Policy as required by law for their company. They are to train and educate any personnel regarding the Red Flags Rule.

Payment

- Vendors are to submit their invoices within 15 days of work completion.
- Venders understand that BPI (Bell Properties Inc) makes payments on a 30-day cycle and does not reimburse vendors immediately.
- Vendors are responsible for contacting BPI (Bell Properties Inc) as soon as possible if they have an error or dispute with a payment.
- Vendors understand that BPI (Bell Properties Inc) works for the owner and the owner is responsible for the funds for payment.
- Vendors understand BPI (Bell Properties Inc) must comply with any court ordered deductions from payments.

Disputes: Vendors are to put all disputes with Bell Properties, Inc. in writing.

SUBCONTRACTORS/VENDORS: If vendor named here, should subcontract all or any of the repair activities e.g. vendor to be performed under this Agreement vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and vendor shall ensure that BPI, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the principle vendor and BPI, prior to the commencement of any events/activities by the subcontractor.

Vendor responsible for payments to any/all subcontractors, and all material providers.

Vendor agrees to hold harmless, BPI it's agents, employees, and vendor further agrees to be held responsible for all payments and hold harmless BPI and Owners Properties where work is being performed.

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Vendor will be held responsible for any legal fees resulting from actions required to resolve, correct or collect any of the above.

Drug-free policy

The undersigned vendor understands that BPI requires a drug-free policy with all personnel, vendors, and tenants.

By signing this agreement, the undersigned vendor, its employees, and/or subcontractors commit to a drug-free policy when working on the BPI (Bell Properties Inc) managed properties and appointments with tenants.

I agree to the terms of this Vendor Agreement with BPI and have received the BPI Vendor Guideline.

Printed Vendor Name

Authorized Vendor Signature

Date

Company Representative

Date

Company Name