



VENDOR SERVICE AGREEMENT

Apogee New Dawn LLC, hereinafter referred to as "Agent," has opened an account with _____ (Vendor/Business Name) "Provider" for and on behalf of the owner(s) of the individual Commercial and Apartment properties (hereinafter referred to as the "Property"). This service is fully administered by Apex Professional Services, Inc. Provider agrees to provide goods and/or services for Apogee New Dawn, as Agent for the clients under a management contract. Provider agrees that Agent is not liable for any obligations arising out of the account opened hereunder. Provider agrees to look solely to the Property owner{s} for payment of any sums due to Provider for labor and/or materials supplied by Provider to the Property and for interest and collection fees incurred by Provider in making collection of any sums that are due and payable. Agent agrees to supply to Provider, upon request, the name and address of the owner(s) of the Property. Provider acknowledges that all contracts with the Property and Agent must provide for cancellation with 30 days notice, without penalty. This requirement supersedes any contract term to the contrary.

Additionally, Provider acknowledges and understands Agent's policy prohibiting kickbacks, commission's and financial incentives of any kind. In the event Provider shall induce an employee of Agent by any means other than those deemed fair and reasonable, Provider may be eliminated from Agent's "Registered Vendor List" and the employee of Agent may be terminated.

All billings shall be addressed and mailed to the Property where goods were delivered or services rendered. In addition, Provider must provide Agent c/o Apex Professional Services with evidence of its worker's compensation coverage, automobile and general liability insurance. The Provider's general liability insurance shall be primary.

As a Vendor for **Apogee New Dawn**; I _____ as Agent for _____ (Vendor/Business Name), agree to the following terms and conditions:

1. During the performance of this contract, the Provider and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. 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 the transferee himself or herself or any other person claiming under or through him or her, 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.

3. Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

4. Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

5. Provider shall make no changes in price, terms, quantity, quality, or delivery date without written notice to Agent.

6. Provider shall notify Agent in writing in the event any one of Agent's separate accounts is thirty (30) days past due, specifically which account is delinquent.

7. If you are providing any type of goods and/or services to an Apogee New Dawn, LLC condominium or apartment community you must have a completed W-9 and any applicable professional licenses on file with Apex Professional Services, Inc. Additionally, if you are providing any type of goods and/or services that require your company to send a representative to the apartment community you must also have a current certificate of insurance on file with Apex Professional Services. The certificate of insurance must be submitted prior to the commencement of work and must provide proof of coverage that meets or exceeds Apogee New Dawn requirements in regard to general liability, auto liability, and workers compensation. Excess, on-hook/cargo, or garage keepers liability may also be required if deemed appropriate by the scope of service provided. Coverage shall be primary and non-contributory. Additional insured status should be indicated as follows: *"Apogee New Dawn, LLC and the ownership entities of their owned or managed properties are included as additional insured on the general liability policy as their interests may appear in regard to work performed by the named insured."* A waiver of subrogation is to be issued 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. If a Provider utilizes employee leasing, the Provider must also provide Agent with evidence of its own corporation's Worker's Compensation & Employer's Liability Coverage. All coverage's must be written with a "B++" Rated Carrier as listed in the A.M. Best Rating Guide.

8. Vendor agrees to exercise due diligence in not placing any employees, laborers, or subcontractors to perform work within property boundaries and inside dwelling units who may have a history of criminal convictions or deferred-adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history might include, but is not limited to, such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping. Vendor also agrees to comply with Immigration and Customs Enforcement (ICE) regulations.

9. Employees, agents or sub-contractors of the vendor agree to conduct themselves in a professional and ethical manner in all dealings with **Apogee New Dawn**, it's agents and employees.

Please sign below acknowledging receipt and agreement to the above terms and e-mail or fax a copy of this agreement to Apex Professional Services. Changes or modifications to this agreement shall not be binding on **Apogee New Dawn**.

Violation of any terms of this agreement will result in the termination of approval to perform work for **Apogee New Dawn**, its agents or employees.

Signature of Agent

Print Name/Title

Company Name

Address City, State Zip

Phone

E-mail Address

**Please submit completed document to Apex Professional Services, Inc.
via ONE of the following methods:**

E-mail: jobs@apexproservices.com

OR

Fax: 561-455-2555