

Adara Communities | 2022 Vendor Services Agreement



You are not approved to provide services until you receive an approval confirmation from our contracts department. Any products or services provided before such approval will not be honored.

_____ (Vendor) agrees to provide goods and/or services for properties managed by Adara Communities as noted on the attached Property Schedule. As a Vendor providing goods and/or services to Owner, I/we agree that Adara Communities is the property manager on behalf of the Owner, and accordingly Adara Communities shall have no liability or financial responsibility for obligations of the property or owner. I also agree that listing multiple properties on this document, does not bind the properties equally for the obligations of each other but that each property/entity is responsible for its' own obligations. I/we understand the terms in this agreement supersede any terms in an agreement created by the Vendor even if when signed by Adara Communities, affiliated properties and or team members. I/we agree to the following terms:

- I. You may review this agreement at any time via adaraliving.com/vendors. You agree to the agreement in place at the time you provide a service/product.
- II. **Vendor Requirements:** As a vendor providing any type of good and/or service to an Adara community, corporate, or regional office, I must have a W-9 and any applicable professional licenses on file with the Adara Contracts Department. If I am providing any type of good and/or service which requires my company to send a representative to the community or office, I must also have a current certificate(s) of insurance on file with the Contracts Department; the amounts of coverage are detailed on the Vendor Checklist I have been provided and are always available at adaraliving.com/vendors. The certificate(s) of insurance must be accompanied by an additional insured endorsement for the general liability policy which includes Adara Communities and the ownership entities of the managed properties as an additional insured. Any applicable excess/umbrella policy is to be issued on a follows form basis. All coverage shall be primary and non-contributory. In addition a waiver of subrogation shall apply in favor of the aforementioned parties on all policies as permitted by law. The certificate(s) of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services. Annual renewal with the contracts department is a requirement of continuing as an approved vendor. Any lapse in services can and will result in nonpayment. Any claims or defenses that occur as a result of the vendor's negligence with or without coverage are the sole responsibility of the vendor.
- III. **Background Screening of Workers:** 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. I understand that it is my duty to use responsible hiring practices and acknowledge Adara's policy regarding the background screening of my labor force.
- IV. **Fair Housing Policy:** It is the policy of Adara Communities' to treat all residents, prospective residents and their guests in a fair, professional manner without regard to race, color, religion, sex, familial status, handicap or national origin, and in accordance with all jurisdictional guidelines. As a contractor/vendor to Adara Communities; I agree that I will treat all Adara staff, property staff, residents, prospective residents and their guests in a fair, professional manner without regard to race, color, religion, sex, familial status, handicap or national origin and in accordance with all jurisdictional guidelines. In addition, I accept the responsibility to train my employees to treat all Adara staff, property staff, residents, prospective residents and their guests in a fair, professional manner without regard to race, color, religion, sex, familial status, handicap or national origin. I understand that failure to adhere to Adara's Fair Housing Policy and the Fair Housing Laws will result in the termination of my relationship with Adara's affiliated properties. My signature below indicates my understanding of Adara's Fair Housing Policy and my commitment to comply with that policy.
- V. **Insurance Requirements: (On-site Vendors)** It is required that Adara Communities and the ownership entities of their managed properties, be added to your insurance policy as an additional insured by means of a General Liability Additional Insured Endorsement. The endorsement, which is an additional insurance form that shows proof that your agent added Adara and the respective property to your policy, must be attached to your policy and reflect the correct language. An example has been provided for you in packet. If your policy contains no additional insured endorsement, the correct language/verbiage is not added to the endorsement, is missing some of the wording, or contains typographical errors; Adara is not permitted to accept it. A correction will need to be made by your insurance agent in order to meet Adara requirements. You are responsible for any costs, damages or fees that exceed your policy limits or that are incurred due to your lack of coverage.
- VI. **Workers Compensation Requirements:** I understand that Adara requires workers compensation coverage for all vendors regardless of state regulations, except for vendors who are sole proprietors with zero employees.

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Vendors categorized as off-site are not required to provide proof of workers compensation insurance. Employees, agents or sub-contractors of the vendor agree to conduct themselves in a professional and ethical manner in all dealings with Adara, its agents and employees.

- VII. **Off-Site Vendors:** Off-site vendors are not required to provide insurance information or certificates; however, you will still be required to provide the Adara Communities Vendor Services Agreement, provide a W-9, and your licensing information (if applicable). Requiring this information limits liability for Adara and our clients. It is your responsibility to submit this information as it expires and at the beginning of each accounting year.
- VIII. **Indemnification:** Vendor agrees to indemnify and hold harmless Adara Communities, the properties and the ownership entities, their employees, agents and assigns of their managed properties from and against any and all claims, damages, expenses, and losses of any kind, including but not limited to defense costs and attorney's fees, arising out of, relating to, or resulting from performance of work at property(s) by Vendor, its employees or agents, the presence of Vendor, its employees or agents on the property(s), or any injury to agents or employees of Vendor arising out of or in the course of their work on the property.
- IX. **Accounts Payable:** Unless otherwise stated in your service agreement, you are required to submit invoices directly to the property you service. Proper supporting documentation: proper invoice, proper obligating document (purchase order or contract/lease) or any other relevant supporting documentation submitted to the community manager. If the community manager notifies you of issues/discrepancies, they are to be resolved prior to the invoice being submitted to AP for processing. Invoices cannot be paid without a valid Purchase Order number. It is your responsibility to obtain a purchase order before providing a service to any community. The 18 Digit Purchase Order number must be referenced on all invoices and supporting documentation. If the vendor invoice does not evidence a unique 18 Digit Purchase Order number it will be returned to the vendor indicating it cannot be processed. This may further delay payment. A Purchase Order is not a contract and can be voided. A purchase order cannot be modified once it is generated. If additional work/charges are needed, a new purchase order must be issued. **Statements should be sent to the appropriate AP Clerk at Adara Corporate on a monthly basis.** Our AP Clerks will review your statements for **Accuracy of payment.** This includes: authorized expenditure, goods or services received, delivery of goods or service in accordance with terms of agreement, authorized approval for payment, payment in accordance with terms of agreement, duplicate payments, vendor name and address is accurate, quantities, unit prices and amounts are correct, payment amount is the same as requested on obligation. Send your statements to: **(Property Name) Attention: Accounts Payable, P.O. Box 680005, Houston, Texas 77268.** **Vendor Credits:** Debit balances in the Invoice Statement will be resolved by treating them as an offset against other amounts due to the vendor. (Credit Memos may be issued in exchange for a P.O.) All invoices are NET 60 with the exception of locator invoices, regardless of any other invoice notations, contract provisions or other implication by or to the vendor. In the case of locator invoices the Locator Agreement applies.
- X. **Agreed Pricing and Or Chart of Charges:** Once approval has been issued and agreed by all parties, The Vendor Agrees to provide only the approved services/Products. If any services or products are stricken from the contract, pricing or proposal and the vendor provides them, Adara Communities and or the property is NOT responsible for payment and will not accept responsibility for the payment. It is the vendor's responsibility to obtain written approval for additional services or products. These services will require an amendment, proposal, change order and./or separate change order.
- XI. **Dispute Resolution:** The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure. If the dispute is not resolved within 60 days, either party may appeal to a court for interim injunctive relief. Prevailing party can only collect **actual** attorney's fees and court costs.
- XII. **Contract Authority:** Only the Contracts Department has been designated to sign all agreements under the authority of the Properties and/or Adara Communities. **All agreements must be FULLY executed prior to you providing a product or service.** Property Managers, Regional Managers, Vice Presidents (Operations) are prohibited from signing, amending, or entering into ANY contract. Such an agreement would be a written agreement with external entities under which those entities provide the property with goods or services or the property provides them with goods or services. (II) II. Corporate approval is required PRIOR TO signing contracts with entities that provide any type of service or product. (III) Purchasing contracts (where we are paying money for a good or service) must be signed by the Contracts Department or the President of our Company ONLY. Purchasing Contracts are distinguished by the fact that you are obligating the property to pay the other party money in exchange for goods and services.(IV) Marketing Agreements, Continued Service Agreements are also

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governed under these guidelines. (V) Please follow through the proper channels and speak with your community of interest prior to sending contracts needing approval to Corporate. Property Managers should submit contracts for approval via their District Manager or Vice President of Operations. (VI) Outside Vendors are prohibited from marketing or sponsoring resident functions without prior expressed written consent from Adara Corporate. This is to ensure that we do not violate the terms of our current exclusive agreements. Our communities are encouraged to constantly seek better vendors by analyzing costs, using the three bid process and constantly monitoring vendor performance. We will all work together to ensure that only the most beneficial agreements are approved across the board. All individual property agreements are considered separate and apart from each other and should be treated as such; this means that one property is not responsible for the duties of another.

- XIII. **Contract Terms & Renewals:** All agreements automatically terminate and the expiration of their initial term or for successive thirty day terms. Even if otherwise noted, a renewal term will not exceed successive 30 day periods. The maximum amount of nonrenewal notice to be issued by either party is 30 business days. All Notices for Adara Communities and its affiliated properties should be sent to: "Property Name", Attention: Contracts Department, P.O. Box 680005, Houston, Texas 77268. Auto-renewals for successive terms are strictly prohibited for periods exceeding 30 business days. If under any circumstance the vendor is found or believed to be in breach of the Adara Vendor Services Agreement for any reason or any asset, Adara Communities and or the property has the right to terminate the agreement*(s) immediately waiving the rights to notice or any termination fees otherwise agreed upon. Vendor agrees to maintain an active email address on file at all times.
- XIV. **Landscaping Special Provision(s):** In addition to this agreement; we require all Landscaping Crews to check in with the Leasing Office prior to providing routine services. We ask that all Landscaping Vendors comply with this request in an effort to track property expenses. Service dates where the landscaping crew did not check in, will not be honored. A completed "Landscaping Check-In Form" should be submitted with invoices for payment each time payment is requested. The property provides these forms and retains them onsite. Please note payment will not be remitted for services not rendered. All landscaping agreements are required to be repriced annually and agreed to in writing. Payment is only remitted for services rendered. **All Landscapers are provided the month following services being provided.** We will not under any circumstance pay ahead for services.
- XV. **Locator Special Provision(s):** In addition to this agreement; we require all Locators to use our Standard Locator Agreement & Log Sheets. Please contact your property of interest. Approval of your services is not guaranteed nor implied by this provision. Generally, someone who is paid to find real estate (for lease or sale) for another party is required to have a real estate license. To be sure that our communities are using licensed real estate salespeople, through their licensed brokers, and not individuals who are just making referrals; we require this information with your Locator Agreement. Requiring this information limits liability for Adara Communities and the properties we manage. We will not pay locator fees for tenants that skip within 6 months of the lease agreement. If this applies to your lead, we will request a refund of prorated commission accordingly. Locator invoices that are issued more than 60 days after move in for any reason will not be honored. All invoices are to be submitted to asset.mgmt@adaracommunities.com for approval and processing. Invoices sent to any other department or team member will be discarded without review or consideration.
- XVI. **Waiver.** *No delay or failure by the property and or Adara Communities to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy*
- XVII. **Other Special Provisions:** I understand I must always have an updated VSA, W-9, and Evidence of Insurance as noted above, Contract and/or price sheet on file in order to provide services. I understand it is my responsibility to keep these forms up to date by emailing them to contracts@adaracommunities.com or uploading them via Adaraliving.com. Confirmation of receipt must be sent to me in order to acknowledge receipt. Submission is not confirmation. Any deviation of preapproved services/charges will result in nonpayment. **No exceptions. New or first time vendors may not submit documents via the adaraliving.com website or directly to the contracts team.**
- XVIII. **AdaraLiving.com:** *New Vendors may not submit their documentation via the Adara Portal or directly to Adara Communities unless you are requested to do so by the contracts team. You must submit your documents to your prospective community manager who will then follow company protocol. Current vendors may update their information at any time via adaraliving.com/vendors.*
- XIX. **Adara Communities** *is in no way bound by this agreement or any other agreement nor responsible for any of the obligations noted in your agreement. Adara Communities is indemnified of any and all responsibilities whether contractual, legal, financial. Regardless of handmade changes, the company providing services, the vendor*

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agrees to this indemnification. Should Adara Communities be intentionally or improperly listed in a legal proceeding or dispute, the vendor noted herein is responsible for all legal and court costs with the association of removing Adara Communities as a defendant or interested party.

XX. The Language in this document, The Adara Vendor service agreement, supersedes any language in any other document or agreement whether written and or verbal.

XXI. **Pricing:** Aside from BID ONLY Vendors, All vendors MUST provide agreed upon pricing for their service or project in advance. If you do not have this, you must create it and it must be signed by all parties in advance. Services beyond approved pricing will not be honored.

XXII. **Contract Changes:** Any modifications to services, terms and or pricing must be done in writing and agreed to by all parties. Your notice to the property does not suffice. All notices should be sent via mail or electronically mail to Contracts, c/o "Property Name" , PO Box 680005, Houston, Texas 77268 or via email to contracts@adara.com with no less than 60 days notice. Any notices that do not meet this requirement are null and void.

NOTICE: If you are a vendor under any category noted below, there IS an additional agreement required for you to expedite before providing services. It is your responsibility to ensure the proper forms are expedited. Vendors under this agreement must have a contract and/or approved pricing schedule, service schedule and or list of preapproved services agreed to by all parties. Invoices for services beyond this schedule will not be honored. NO exceptions.

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|--------------------|-------------------------|--------------------|
| ✓ Contractors | ✓ Snow Plow | ✓ Locators |
| ✓ Painters | ✓ Courtesy Patrol | ✓ Attorneys/Legal |
| ✓ Carpet Companies | ✓ Make Ready | ✓ Servicers |
| ✓ Pest Control | ✓ Resurfacing Companies | ✓ Bid Only Vendors |
| ✓ Landscapers | ✓ Tow Companies | |
| ✓ Tree Trimmers | ✓ Handymen | |

XXIII. **Bid Only Vendors:** If a vendor is approved on a bid by bid basis, the vendor is responsible for obtaining a properly signed bid from the appropriate team member before providing a service or product. PMs can approve up to \$300 per transaction/30 days, DMs/RVPs can approve \$1,000 per transaction or per 30 days. Any transactions exceeding these tiers must be approved in advance in writing by EVP or the Contracts Department. All bids must be signed in advance with a designated PO of service or product being provided.

Initial Here if you are a bid only vendor: _____

XXIV. **Payment for Services not Rendered:** If you fail to render service for any reason, including but not limited to nonpayment, acts of God, pandemics, government shut downs or any other situation that is beyond the control of Adara Communities and or its' affiliated properties, payment will not be honored.

XXV. **Overpayment or Unauthorized Payment:** If it is determined at anytime that payment was issued for unapproved services or services that we were overcharged for, a refund is due immediately upon the determination or request for refund, whichever occurs first.

All Provisions, Clauses and Commentary herein supersede any and all clauses, or terms and conditions that are in any other agreement, past or present, whether stricken or not. My signature indicates acknowledgement of receipt and complete agreement with the above terms. If my signature is not present, my providing service is acceptance of the terms herein. VSA in effect on date of service is what will be effective should a dispute result from the services I provide. My authorization to provide services to one Adara Community does not extend to other Adara Communities. Violation of any terms of this agreement will result in the termination of approval to perform work for any and all affiliated properties of Adara Communities, its agents or employees.

Date

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Signature of Agent

Print Name/Title

Phone Number

Vendor (Printed) Name and Address (No PO Boxes)

Vendor Email Address (we will email you notices at this address) (Required)

A signed copy of this agreement must be sent to:

Contracts Department

contracts@adaracommunities.com
4420 Cypress Creek Parkway, Suite 224 | Houston, Texas 77068
Tel. 800-711-5430 | Fax: 888-404-3269 | www.adaraliving.com

This form must be completed in its entirety in order to be valid. NEW Vendors must submit this to a Property Manager/District Manager for initial processing. Existing vendors may upload it via adaraliving.com

Schedule of Properties

At least one property must be noted.

Place n/a on each line that does not apply. Failure to place n/a will delay processing.

Listing ALL Adara Communities is insufficient; you must list each asset that this document applies to individually.

Property Name & Address (REQUIRED)

Property Name & Address

Property Name & Address

Property Name & Address

Property Name & Address

I also agree that by listing multiple properties on this document, does not bind the properties equally for the obligations of each other but that each property/entity is responsible for its' own obligations. Each property will receive its own statements, invoices, agreement and certificate of liability. Termination for one is not termination for all unless expressly stated.

Date

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Signature of Agent

Print Name/Title

Vendor (Printed) Name and Address (No PO Boxes)

Vendor Email Address (we will email you at this address) (Required)

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