

PREFERRED VENDOR AGREEMENT

This agreement is being put into place to solidify our controlled business arrangement with RentWerx and the Undersigned Preferred Vendor (Sub-Contractor). It is our intent to ensure a quality working relationship with our business partners by having written agreements in place. This agreement will also allow us to further advertise your services by placing your company on our website as a **Preferred Vendor** for your scope of services.

Policies and Procedures:

- 1. Provide your Federal Tax ID Number (TIN Complete an IRS Form W9). RentWerx will automatically charge a \$65 tax preparation fee to vendors on January 1st.
- 2. Provide copies of your Business Licensing if applicable.
- 3. Provide copies of at least \$100,000 in General Liability Insurance showing RentWerx San Antonio, LLC as Additionally Insured.
- 4. If required by law, provide us a copy of your company's Workers Compensation Insurance or other specialty policies required in your industry.
- 5. All preferred vendors need to be accessible by phone and / or email within a 24 hour period.
- 6. Preferred Vendors may receive authorization from property manager to enter home via lockbox key. This lockbox combination needs to be safeguarded wherever possible. *Do Not Lock the Keyless Deadbolts Inside The Home! Return all keys taken from the lockbox back to the lockbox.*
- 7. No vendor will enter an occupied home without a resident over the age of 18 being present.
- 8. All work must be completed within 5 business days unless otherwise arranged with property manager and / or tenant.
- 9. All invoices must contain detailed billing for labor, materials, taxes and permits. A valid Work Order number must be on each invoice.
- 10. Estimates will be required for any work order costing more than \$250.00 unless otherwise authorized prior to work beginning.

No repairs will be made that exceed \$250.00 without prior approval from the Property Manager.

- 11. Preferred Vendors must warrant their labor and materials for 90 days after satisfactory completion and will further agree to repair or replace any defective workmanship or material without cost.
- 12. Preferred Vendors are not allowed to discuss property condition or repair approval with the tenant. A positive attitude must be portrayed at all times while at the home!
- 13. Preferred Vendors agree that only work described on the work order is to be completed. The Property Manager must approve any additional repair items needed prior to completion. On site tenant requests must not be honored without prior approval from Property Manager.
- 14. Vendors agree not to discuss any charge back possibilities with tenants. We do not want the wrong thing to be implied or said without prior guidance from the Property Manager.

- 15. While at the property, please inform the Property Manager of any "preventative maintenance" needs noticed. i.e. water leaks, dripping faucets, or faulty smoke alarms, etc. **Report any unusual items such as pet odors or damage to the property caused by the tenant.**
- 16. If it is necessary to turn off power or water to perform the work notify the tenant.
- 17. Clean up before leaving the property. Remove all scrap materials. Be conscious of tracking mud, dirt or grease in to the home. If a tenant's belongings need to be moved, return them when complete.
- 18. Make sure any windows or doors you open are appropriately locked and secured. Ensure all lights are turned off. If vacant, leave the AC thermostats at 78 degrees.
- 19. Preferred Vendors may not charge for estimates for repairs and Preferred Vendors may not further sub-contract out approved work orders without the written permission of RentWerx.
- 20. In order to ensure that vendors are meeting the requirements of their contracts, and have documentation of the project, vendor must submit before and after photos of the work performed to the respective work order. RentWerx may withhold payment until these photos are submitted.

21. **Billing Policies:**

- 1. Turn in your invoice within 3 5 business days.
- 2. Send all estimates through appropriate software.
- 3. You may email the invoice to: <u>Invoice@RentWerx.com</u>.
- 4. To assure prompt payment the invoice needs to include the following:
 - Company Name, Mailing Address & Phone Number.
 - Service address and date of service.
 - Itemized breakdown of material and labor.

22. Payment Policies:

- Expect payment within 5 30 days depending on the time of month your invoice is submitted and availability of funds. Typically our batch process checks are cut between the 5th and the 20th of the month following the turn in of the completed invoice.
- Invoices older than 90 days will NOT be paid. Do not present us an invoice for payment six months after the work has been completed as we will NOT present that to an owner. It's embarrassing for everyone. RECOMMENDATION: Keep current on your invoices!
- If you plan to pick up your check at the office verify in advance that your check has been issued, and is available to be picked up. *Do Not Drop In and Demand Payment*.

INDEMNIFICATION BY Preferred Vendor:

PREFERRED VENDOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS RENTWERX SAN ANTONIO, LLC, BRAD LARSEN INDIVIDUALLY, AND ALL EMPLOYEES, AGENTS, REPRESENTATIVES OF RENTWERX SAN ANTONIO LLC (HEREINAFTER "RENTWERX") FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEY FEES INCURRED IN DEFENSE OF ANY CLAIM THAT MAY BE ASSERTED AGAINST RENTWERX THAT RELATES TO THE WORKMANSHIP OR CONTRACTUAL OBLIGATIONS OF ANY CLAIMS BEING BROUGHT BY OR THROUGH ANY PERSON THAT ASSERTS ANY CLAIMS. PREFERRED VENDOR EXPRESSLY AGREES THAT RENTWERX MAY HIRE ITS OWN COUNSEL IN DEFENSE OF ANY CLAIM AND THAT PREFERRED VENDOR AGREES TO INDEMNIFY RENTWERX AGAINST, (1) ANY DAMAGE AWARD WHICH IS ENTERED AGAINST RENTWERX; (2) ALL ATTORNEY FEES INCURRED IN DEFENSE OF ANY CLAIM ASSERTED BY A CLAIM AGAINST THE PREFERRED VENDOR, WHETHER SAID CLAIM RESULTS IN A JUDGMENT, SETTLEMENT OR DISMISSAL.

Controlled Business Arrangement

This agreement will outline the approved business agreement between RentWerx, LLC and the Preferred Vendor listed below.

RentWerx will signify the undersigned as one of our **Preferred Vendors** for the work this vendor will provide for us. This will include advertising on our website, and first opportunity for work order assignments at every opportunity for homes we manage and referrals we may offer.

All estimates for work should be at fair market retail value with no applied discounts

In exchange, the undersigned will agree to receive a 10% (Ten Percent) discounted invoice.

Example of Invoice with Tax: The Preferred Vendor sends an invoice to RentWerx for the completed work charging \$100.00 (*subtotal*) **plus tax \$8.25 for a total invoice amount of \$108.25**. RentWerx will apply the 10% Preferred Vendor discount to the *subtotal* only and issue a check for \$98.25 to the Preferred Vendor.

Calculation Breakdown: \$100.00 less 10% = \$90.00 plus tax \$8.25 = \$98.25

<u>Example of Invoice without Tax:</u> The Preferred Vendor sends an invoice to RentWerx for the completed work charging \$100.00 flat (no tax). RentWerx will apply the 10% Preferred Vendor discount to that invoice and issue a check for \$90.00 to the Preferred Vendor.

Calculation Breakdown: \$100.00 less 10% = **\$90.00**

By signing and dating below you hereby acknowledge your understanding of the above guidelines.	
NOTES:	
Business:	Tax ID:
Name of Vendor Point of Contact:	
Mailing Address:	
Signature of Vendor Point of Contact or Business Owner	 Date
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Melanie Thomas, CEO-Managing Broker	Date