

VENDOR SERVICE AGREEMENT

As a Vendor for Cottonwood Capital Property Management I or Cottonwood Capital Property Management II; I _____ as Agent for _____ (Vendor/Business Name), agree to provide goods and/or services to Cottonwood Capital Property Management I or Cottonwood Capital Property Management II, as Agent for their clients under management contract under the following terms:

- A) Cottonwood Residential O.P., L.P is not the property owner. Rather, Cottonwood Residential O.P., L.P acts solely as an agent for the Owners of each property they manage and engage all vendors on behalf of the Owners and not on behalf of Cottonwood Residential O.P., L.P. Ultimately, the responsibility for all debts incurred by a property will rest with the property Owner.
- B) Vendors providing any type of good and/or service to an Cottonwood Residential O.P., L.P apartment community must have a W-9 and any applicable professional licenses on file with Vendor Verify. Additionally, Vendors providing any type of good and/or service that require their company to send a representative to the apartment community must have a current certificate of insurance on file with Vendor Verify for general liability, auto liability, excess liability if applicable, and workers' compensation. Additional coverage may be required if deemed appropriate by the scope of service. All coverage shall be primary and non-contributory. The following parties must be added to the general liability policy as an additional insured as their interests may appear concerning work performed by Vendor: *"Cottonwood Residential O.P., L.P and the ownership entities of their owned or managed properties"*. A waiver of subrogation shall apply 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.
- C) The Vendor agrees to indemnify and hold harmless the owner, its management company, their officers, agents, employees, and affiliates from and against all claims, damages, expenses, and losses of any kind. These fees include but are not limited to defense costs and attorney's fees, arising out of, relating to, or resulting from performance of work at property(s). By either, the 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.
- D) 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.
- E) The Vendor shall comply with the Immigration Reform and Control Act of 1986 ("IRCA") in all respects for each employee who performs work pursuant to or in the furtherance of this Agreement. The Vendor warrants that an authorized representative of the Vendor has: (1) Verified that the employee is legally authorized to work in the United States for the duration of all services provided to the Owner and/or Owner's Agents. (2) Required the employee to complete and execute Section 1 of the DHS Form I-9. (3) Completed and executed Section 2 of the DHS Form I-9, and (4) processed through Department of Homeland Security-Employment Eligibility Verification "E.E.V." The Vendor further agrees to indemnify, defend, and save Owner and/or Owner's Agents from and against any and all claims, losses, costs, and liabilities arising out of the Vendor's failure to comply with this provision.
- F) There shall be no discrimination against or segregation of any person or group of persons because of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability, or familial

status in the services provided. Nor shall the vendor 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.

- G) Employees, agents, or sub-contractors of the vendor agree to conduct themselves in a professional and ethical manner in all dealings with Cottonwood Residential O.P., L.P, its agents and employees.

By signing below I acknowledging receipt and agreement to the above terms and conditions. It is understood that violation of any terms of the agreement will result in the termination of approval to perform work for Cottonwood Residential O.P., L.P, its agents or employees.

Signature of Vendor

Printed Name/Title

Address

City, State, Zip

Date

Return completed document to Vendor Verify via **ONE** of the following methods:

E-mail : info@v-verify.net

** OR **

Fax: 888-711-2085

** Changes or modifications to the agreement shall not be binding to Cottonwood Residential O.P., L.P. **