



# Association Management

## **VENDOR SERVICES AGREEMENT**

This Agreement (“Agreement”) is entered into on \_\_\_\_\_, 20 \_\_, by and between Pinnacle Association Management, LLC, d/b/a Watson Association Management (“Watson”) and \_\_\_\_\_ (“Vendor”).

Vendor agrees to provide goods and/or services to the properties managed by Watson, herein referred to as “Watson Clients”. Vendor agrees that the following terms shall apply to all contracts and agreements between Vendor and any properties owned and/or managed by Watson.

### **INSURANCE & COMPLIANCE**

Vendor shall provide the following items to Watson upon execution of this Agreement and within ten days after request by Watson at any time hereafter:

- W-9 and any applicable professional licenses;
- A current certificate(s) of insurance, COI(MUST send in Liability AND W/C or W/C Exempt certificate, whichever applies);
- The COP & Professional Licenses must remain current and any lapse in coverage of an active license will result in the termination of future purchases of goods and services;
- Completed Vendor application

### **LOSS TO VENDORS PROPERTY**

Vendor is responsible for insuring all personal property and that of their employees and all materials and equipment brought onto any property. Vendor will indemnify, defend and hold harmless Watson, their agents and/or affiliates, and the direct and indirect owners of their managed properties and all such parties’ agents, officers, directors, owners, advisers and employees, “Indemnified Parties”, from any loss or damage to such property. Vendor waives any rights of subrogation against Indemnified Parties for damage to a Vendor’s personal property as described above.

### **COMPLIANCE WITH SAFETY**

Vendor agrees to comply with all federal, state and local laws, regulations, and orders now or hereafter applicable to the work performed or services provided, including but not limited to immigration laws and tax laws. Vendor shall comply with all safety rules and regulations set forth by the owner of the Property, Board of Directors, or by the property manager at the locations where work will be performed, or where the goods are to be delivered.

### **QUALIFICATION OF VENDOR’S EMPLOYEES**

Vendor agrees to exercise due diligence in the hiring and placing of employees and sub-

contractors to perform work inside any building or living unit or within property boundaries. Vendor agrees to provide workers comp insurance, if required, and agrees to the terms of Immigration and Customs Enforcement (ICE) regulations.

Vendor shall ensure that its employees, agents and sub-contractors conduct themselves in a professional and ethical manner in all dealings with Watson, Watson Clients, its agents, and employees and agrees to comply with the Watson Vendor Code of Conduct.

Vendor acknowledges that Watson expressly prohibits bribes, kickbacks, off-book considerations, commissions or financial incentives of any kind. Such conduct will result in the immediate termination of services.

#### **INDEPENDENT CONTRACTOR**

Vendor is an independent contractor and not an employee or agent of Watson or Watson Clients. Vendor has no authority to act for or on behalf of Watson or Watson Clients. Vendor is responsible for the payment of all taxes, FICA, Federal & State Unemployment insurance and all other taxes related to fees earned and paid to the Vendor.

#### **SEVERABILITY**

If any one section, part or subpart of the Agreement is deemed to be unlawful or invalid for any reason, all other sections, part or subpart of the Agreement remain in effect.

#### **WAIVER**

Regardless of any fault of the Indemnified Parties, Vendor waives all claims for injuries to Vendor or Vendor's employees in connection to any work or services ordered or contracted on behalf Watson or Watson Clients.

#### **WARRANTY**

Vendor warrants that all goods and materials delivered and used in conjunction with a work order or service contract shall be specified in Vendors proposal or invoice; and that all goods and materials will be installed to the specification of the manufacturer of goods and materials. All warranties relating to defects in the materials used are made jointly by Vendor and manufacturer of the goods and materials. Vendor agrees to assist Watson and Watson Client in asserting warranty claims against the manufacturer.

#### **FAIR HOUSING & DISCRIMINATION**

Vendor shall not discriminate against any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, handicap, disability or familial status in the services provided, nor shall Vendor establish or permit any such practice or practices of discrimination amongst its employees, contractors, agents or sub-vendors.

#### **INDEMNIFICATION**

To the fullest extent allowed by law, Vendor shall indemnify, hold harmless, and defend the "Indemnified Parties" as defined above from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses of whatsoever kind or character, including but not limited to attorney's fees and litigation expense, caused by any acts or omissions of the Vendor, or anyone acting on behalf of Vendor, including but not limited to employees, Sub-Contractors of Vendor in connection with work to be performed.

## **COMPLETE AGREEMENT**

This agreement constitutes the entire and complete agreement between the parties.

## **WAIVER**

Regardless of any fault of the Indemnified Parties, Vendor waives all claims against Indemnified Parties for injuries to Vendor or Vendor's employees in connection with their contracted work or services.

## **WARRANTY**

Vendor warrants that the goods and or materials delivered to the Property shall be as specified in Vendor's proposal and or invoice; and that the goods and materials will be installed in agreement with industry standards and to the specification of the manufacturer of the goods and materials. Unless otherwise agreed, all warranties relating to defects in the goods and materials are made jointly by Vendor and by the manufacturer of the goods and materials. Vendor will assist Watson Client in asserting warranty claims against the manufacturer.

## **TERM OF AGREEMENT**

This agreement will commence on the date of execution and remain in force until terminated by either party with or without cause. Termination must be in writing.

## **VENUE**

In the event of litigation arising out of either party's obligations under this Contract, venue shall lie in St. Lucie County, Florida.

Vendor \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Pinnacle Association Management, LLC dba Watson Association Management

By: \_\_\_\_\_

Vendor Services

Date: \_\_\_\_\_