



THANK YOU for your interest in Roost Top Residential Communities!

NEW VENDOR PACKAGE

Any vendor performing work or services on a Roost Top property must enroll with Roost Top and be approved.

New Vendors Will Be Required To:

- Provide proof of insurance for General Liability, Workman's Compensation, Auto Liability, and in some cases Excess Liability (Roost Top's insurance requirement is based on the industry risk associated with the specific job or service)
- Provide a signed and dated W-9;
- Provide applicable professional licenses;
- Complete and Sign Roost Top's Master Vendor Agreement;
- Go through a background investigation;

What's included in this package

- Roost Top's Master Vendor Agreement

ROOST TOP MASTER VENDOR AGREEMENT

Roost Top Residential (“**Roost Top**”), for itself and as agent for its affiliates that own single-family homes and multi-family apartment sites (a “**Property**” or “**Properties**”) and the undersigned (“**Vendor**”) have executed and delivered to each other this Roost Top Master Vendor Agreement (“**Master Vendor Agreement**”), as of the day and year indicated below. The parties mutually acknowledge the receipt and sufficiency of good and valuable consideration for the execution and delivery of this Master Vendor Agreement. Capitalized words used herein are defined in this Master Vendor Agreement.

From time to time, Vendor may perform services for and/or deliver goods to a Property (such services and/or goods collectively, the “**Work**”). Prior to the commencement of any such Work, Vendor shall deliver to Roost Top a scope or description of the Work and Vendor’s proposed price therefor. If and when the scope or description of the Work and the price are acceptable to Roost Top, Roost Top shall issue a numbered purchase order (“**Purchase Order**”) setting forth the Work Vendor shall perform and the price Roost Top will pay Vendor for the Work and which Vendor shall accept for performing the Work (the “**Price**”).

At the time the Purchase Order is delivered to Vendor, Roost Top will indicate which, if any, additional applicable Certificates must be executed by Vendor and delivered to Roost Top prior to commencement of the Work.

The terms and conditions of this Master Vendor Agreement are incorporated by reference into each individual Purchase Order and shall govern all Work to be performed thereunder.

1.0 PERFORMANCE OF THE WORK

1.1 All Work shall: 1) comply with all Laws; 2) be performed by trained, competent, properly supervised personnel, licensed where required, with sufficient and appropriate equipment to perform the Work; 3) be new, first class, free of defects or liens, and fit for its intended use; 4) be good and journeyman-like, consistent with generally accepted standards for similar Work; and 5) be performed between 8:00 a.m. and 6:00 p.m. and on weekdays, unless otherwise permitted by Roost Top in writing.

1.2 Vendor: 1) shall provide Roost Top with timely written notice of any violation of Law or any delay in finishing the Work; 2) acknowledges Roost Top retained Vendor relying on Vendor’s representation of its expertise in the performance of the Work; 3) shall obtain and pay for any and all permits and licenses required for the Work and all taxes resulting from the Work; 4) at its own cost and expense, shall promptly remedy damage or loss to real or personal property caused in whole or in part by Vendor or any Subcontractors; 5) upon

completion of the Work and written acceptance by Roost Top, shall restore portions of the Property not altered by the Work to their condition prior to the Work, clean and free of all tools, equipment, waste materials and debris; 6) shall be liable for all utility costs in performing the Work, including those costs for utilities “left on” after Work is finished; 7) shall provide adequate measures to prevent damage to or loss of real or personal property or personal injury and shall immediately correct any unsafe condition identified in any notice from Roost Top or other person; 8) shall minimize annoyance, interference or disruption to the Property and all persons thereon; 9) promptly correct any Work and replace any materials that are defective or fail to conform to the requirements of this Master Vendor Agreement or the Purchase Order for such a period of time after completion as set forth in the applicable Purchase Order; 10) shall be responsible for damage to or theft of real or personal property of Roost Top or any other person or any personal injury caused in whole or in part by Vendor or any Subcontractor; 11) shall cause any person performing Work on the Property to wear a uniform clearly indicating the company they work for, appropriate for their type of work (which excludes tank tops or cut off shorts), in clean and presentable condition, free from rips and other unsightly imperfections; 12) shall conduct criminal background checks on all persons performing the Work and shall not permit any persons with negative findings to enter a Property or to perform the Work; 13) shall cause its personnel and Subcontractors’ personnel to behave in a professional manner, which shall exclude spitting, foul language and inappropriate gestures or overtures; 14) is an independent contractor; 15) shall submit shop drawings and samples of all workmanship or materials to Roost Top for approval prior to commencement of the Work; 16) follow the billing instructions of Roost Top; 17) meet daily with or provide reports to Roost Top, if requested, and 18) shall require that all of Vendor’s employees, Vendor’s Subcontractors’ employees and Vendors Subcontractors with access to personal or confidential information regarding Roost Top or a resident of any Property enter into an appropriate confidentiality agreement regarding use of such personal or confidential information in compliance with applicable privacy Laws.

1.3 Vendor shall not: 1) and has not provided a gift with a value of over \$25 or any number of gifts with an accumulative value over \$50 to any employee of Roost Top; 2) unlawfully discriminate on the basis of a person’s race, religion, color, gender, ethnic group, age, physical and mental disability, marital or family status, or sexual orientation and shall cause all Subcontractors to comply with this requirement; 3) use the name of any Property or Roost Top in advertising or similar use; 4) infringe on any intellectual property right of Roost Top or any third party; 5) has not paid any “kick backs” to any employee of Roost Top; and 6) and has not disclaimed any implied or express warranties for the Work.

1.4 Other: Vendor shall be liable for any direct or indirect damages, costs or expenses to Roost Top from Vendor's noncompliance with this Section 1.0 or other breach of this Master Vendor Agreement or any Purchase Order. Roost Top's acceptance of Work and payment therefor shall not relieve Vendor of its obligation to replace or fix faulty materials or workmanship or other breach of this Master Vendor Agreement or any Purchase Order.

2.0 INSURANCE

2.1 Vendor: 1) shall obtain and maintain the insurance described in this Section 2.0 (the "Required Insurance") for claims caused by Vendor, Subcontractors and by anyone directly or indirectly used by either in performance of the Work; 2) shall deliver certified certificates of insurance to Roost Top reflecting the Required Insurance is in effect naming Vendor as the named insured and Roost Top and any Property as additional insurers using the exact language "Roost Top Residential and all its active managed properties"; 3) agrees that if certified certificates of insurance are not received prior to commencement of Work or Required Insurance has lapsed during performance of the Work, Roost Top may, without prior notice to Vendor, terminate this Master Vendor Agreement or not terminate this Master Vendor Agreement and purchase the Required Insurance (but shall not be obligated to do so) and deduct any premium therefor from the Price; and 4) shall fully cooperate with Roost Top in connection with any claim against Roost Top or any Roost Top Party that is in whole or in part caused by Vendor or a Subcontractor and shall cause all subcontracts to contain a clause similar to this clause.

2.2 The Required Insurance shall: 1) be primary coverage without consideration for any other insurance coverage or self-insurance program, said coverage or programs being excess and non-contributory; 2) be from companies authorized to do business in the state in which the Work is to be performed and have and maintain a Best's rating of "B+" or better with coverage and policy limits as Roost Top may reasonably require; 3) shall provide that Vendor and Roost Top be given thirty (30) days' prior written notice of insurance renewal, non-renewal or cancellation, 4) contain full Waivers of Subrogation in favor of Roost Top; and 5) not contain Exclusions of Work performed on Residential Properties.

3.0 TERMINATION

Roost Top may, in its sole and absolute discretion, with or without cause, terminate this Master Vendor Agreement without notice to Vendor. Roost Top shall pay Vendor that portion of the Price allocable to the portion of any Work actually performed by Vendor and accepted by Roost Top.

4.0 RECOURSE

The Property on which the Work has been performed is Vendor's sole recourse for any breach of this Master Vendor Agreement.

5.0 SUCCESSORS AND ASSIGNS

This Master Vendor Agreement binds Vendor, Vendor's Subcontractors and their personal representatives, successors and assigns and is not assignable by Vendor without the prior written consent of Roost Top.

6.0 INDEMNITY, WAIVER

Vendor shall indemnify and hold Roost Top harmless from any claim, loss, cost, expense, cause of action, obligation or liability, including, but not limited to, reasonable and actual attorneys' fees, which are incurred by Roost Top in connection with the actions of Vendor or Subcontractor, violation of any Law or breach of this Master Vendor Agreement or any Purchase Order. Vendor, for itself and any Subcontractor, releases and waives any right to file any form of lien against the Property in connection with the furnishing of labor or goods.

7.0 DAMAGES

In addition to any other damages that may be incurred by Roost Top, Vendor agrees Roost Top may suffer damages from a delay in Vendor's completion of the Work by the completion date set forth in any applicable Purchase Order. If these damages are extremely difficult or impractical to measure, Roost Top may elect to require that estimated per diem damages be set forth in the applicable Purchase Order. This deduction is in the way of liquidated damages and is not a penalty. Damages shall be calculated from the date of scheduled completion to the date of actual completion by Vendor, Roost Top or a third party selected by Roost Top.

8.0 SUBCONTRACTS

In order to avoid improper self-dealing, Vendor must inform Roost Top if any agreement or contract for performing any part of the Work is with an affiliate of Vendor. Roost Top may approve or disapprove any such agreement or contract. Vendor shall impose the same terms and conditions imposed on Vendor under this Master Vendor Agreement on any Subcontractor.

9.0 CONFLICT

This Master Vendor Agreement shall absolutely and unequivocally control in any conflict between this Master Vendor Agreement and any “form” documents of Vendor included in any scope or description of Work, whether or not attached to a Purchase Order. Vendor has reviewed this Master Vendor Agreement against its form documents and has accepted that the terms of this Master Vendor Agreement control in the event of any conflict or ambiguity. Any delays in resolving conflicts in any documents will entitle Roost Top to damages as provided herein, including, but not limited to, Section 6.0 and Section 7.0 above. Unless Roost Top has issued a new Purchase Order superseding a previous Purchase Order, no increase in Price will result from changes in the scope of the Work or manner of the performance of the Work.

10.0 MISCELLANEOUS

1) Consent or approval herein may be withheld, conditioned or denied in Roost Top’s sole discretion; 2) disputes between the parties shall be interpreted by the Laws of and in the court system of Bexar County; 3) this Master Vendor Agreement supersedes all previous agreements between Vendor and Roost Top, oral or written, and can only be changed by written agreement between the parties; 4) headings are inserted solely for convenience; 5) in the event of any legal action resulting from this Master Vendor Agreement or the Work, the non-prevailing party shall repay the prevailing party for all of the prevailing party’s costs and expenses therefor, including, but not limited to, reasonable and actual attorneys’ fees and disbursements; and 6) notices or requests for consents or approvals shall be in writing delivered to the parties at the addresses below by U.S. Mail, by hand, by acknowledged fax or by an expedited overnight delivery service.

11.0 DEFINITIONS

Law or Laws: All federal, state and local laws that apply to performance of the Work including, but not limited to, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 and Federal Fair Housing Act Amendments.

Owner: The legal owner of a Property.

Property: The single-family homes or multi-family apartment site on which Vendor is to provide the Work.

Subcontractors: Vendor’s subcontractors of any tier, vendors, suppliers, materialmen and mechanics of Vendor; meaning and intending to include any and all parties performing the Work and their employees.

Roost Top: The term “Roost Top” shall include Roost Top Residential, Roost Top Inc., and any Owner of a Property, their affiliates, members, stockholders, partners, trustees, officers, directors, employees and agents.

Acknowledged and agreed to this _____ day of _____, 20____.

VENDOR:

By: _____

Name: _____

Title: _____

Address: _____

Email: _____

ROOST TOP RESIDENTIAL

By: _____

Name: _____

Title: _____

Address: _____

Email: _____