



## **Preferred Vendor Agreement**

This agreement is being put into place to solidify our controlled business arrangement with T&H Realty Services, Inc (Manager). and the Undersigned Preferred Vendor (Vendor). It is our intent to ensure a quality working relationship with our business partners by having written agreements in place.

### **Requirements**

1. Provide completed IRS W-9 for your federal Tax ID number (TIN), legal name and address.
2. Provide copies of your Business Licensing if applicable.
3. Provide copies of at least \$1,000,000 in General Liability Insurance showing T&H Realty Services, Inc. as Additionally Insured.
4. Provide us a copy of your company's Workers Compensation Insurance or Indiana State Waiver.

### **Policies and Procedures**

1. All Vendors need to be **accessible by phone and/or email** within a 24-hour period.
2. Vendors will receive entry instructions and/or keys to access property. At all times, please **safeguard these keys and codes**.
3. If the home is occupied, as a courtesy, **please communicate your arrival plans** to any Tenant. If you cannot contact them or they refuse to cooperate, please contact us for assistance.
4. Vendor **will not enter** an occupied home without a resident 18 years of age or older being present.
5. All work should be completed within **7 business days** unless otherwise arranged with Property Manager and/or Tenant. **Emergency work should start within 24 hours**.
6. Estimates are required for any work order costing more than \$350.00, unless otherwise authorized, prior to work beginning.

**Note: No repairs will be made that exceed \$350.00 without prior approval.**

7. **Please notify us, upon completion**, with repair details, electronic pictures of repair(s), final cost, and any additional needed action or issues.
8. Vendors must **warrant their labor and materials for at least 90 days** after satisfactory completion and will further agree to repair or replace any defective workmanship or material without cost.
9. Vendors agrees to complete the **scope of work** as described on the work order. Manager must approve any additional repair items needed prior to completion. On site Tenant requests must not be honored without prior approval.
10. Operate under a **code of confidentiality** with all Manager's information and refrain from discussing repair details, status of approval, or charge back potential with Tenants.
11. While at the property, **please inform** the 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.
12. Please respect and **take proper care** with physical and personal property at the home. 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.
13. **Upon leaving**, Vendors must secure property. This includes setting alarms (if present), closing and locking all windows and doors, ensuring all lights are turned off, and setting HVAC systems to appropriate levels..

**Note: If vacant, leave the AC set to 80 degrees and the furnace set to 50 degrees.**

14. Report any noticeable **Lease Violations** to Manager's office (i.e. unauthorized pets or occupancy, illegal activity, smoking, and/or condition issues).
15. Vendors may not charge for estimates for repairs and Vendors may not further sub-contract out approved work orders without permission of Manager.

**16. Billing Policies:**

- a. Immediately turn in your invoice (generally within 3-5 business days).
- b. You may email, fax, or mail the invoice to Manager - [ap@threaltyinc.com](mailto:ap@threaltyinc.com)
- c. To ensure prompt payment - the invoice needs to include:
  - i. Company name
  - ii. Service address, date of service, work order number.
  - iii. Itemized breakdown of material and labor
  - iv. Best pricing possible
  - v. Discount provided (separate line item)

## **17. Payment Policies:**

- a. Expect payment within 7-10 days depending on the time of week your invoice is submitted and availability of funds. Typically, checks are cut on Fridays, in the week following the completion of work and receipt of invoice. Under no circumstances should you expect an invoice to be paid within 48 hours of receipt.
- b. Invoices older than 45 days will not be paid. We can not guarantee access to funds beyond this time frame or present them to our Owners. It's embarrassing for everyone.  
**RECOMMENDATION: Keep current on your invoices!**
- c. 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 Vendor:**

Vendor expressly agrees to indemnify and hold harmless T&H Realty Services Inc, and all Employees, Agents, Representatives, from any and all claims, including attorney fees incurred in defense of any claim that may be asserted against T&H Realty Services inc, 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 T&H Realty Services, Inc may hire its own counsel in defense of any claim and that preferred vendor agrees to indemnify T&H Realty Services, Inc against, (1) any damage award which is entered against T&H Realty Services, Inc; (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 T&H Realty Services, Inc. and the Preferred Vendor listed below. T&H Realty Services, Inc. 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, the expedited payment outlined above and first opportunity for work order assignments at every opportunity for homes we manage and referrals we may offer. We have fiduciary responsibility to our Clients, therefore we request your absolute best pricing. This should always be below retail, fair market values.

In exchange for being listed as a Preferred Vendor, the Vendor, will agree to accept an additional **10% (Ten Percent) payment discount**, to be retained by Manager.

**\*\*All estimates should be written with no Managers discount shown. All final invoices should include the discount.\*\***

**Example:** Vendor completes a Work Order with an approved estimate of \$100.00. The Preferred Vendor sends an invoice to T&H Realty Services, Inc for the completed work charging \$100.00. The Preferred Vendor discount, \$10 in this example, should be noted on a separate line item, with the resulting payment due of \$90. T&H will issue a check for \$90.00 to the Vendor.

By signing and dating below you hereby acknowledge your understanding all of the above guidelines.

Business: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Name of Vendor Point of Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Vendor Point of Contact or Business Owner

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

\_\_\_\_\_  
Scott Hallberg, T&H Realty Services, Inc.

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