



T&H Realty Services, Inc.  
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## **Preferred Vendor Agreement V2.0**

**Updated 11/21/22**

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 and all certifications (EPA, Mold, etc).
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** during normal business operating hours.
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, please **contact Tenant within 2 business days** to make arrangements for your visit. If you cannot contact them or they refuse to cooperate, please contact us for

assistance. As a courtesy, please give a **call ahead notice** prior to arrival.

4. Vendors **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 the Property Manager and/or Tenant. **Emergency work should start the same business day, no later than next.**
6. Estimates are required for any work order costing more than \$250.00, unless otherwise authorized, prior to work beginning.

**Note: No repairs will be made that exceed \$250.00 without prior approval.**

7. **Please notify the managing employee (noted on work order), 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. Vendor 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 chargeback 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 Tenant activity or damage to the property.
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 into 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. Vendors may not charge for estimates for repairs and Vendors may not further sub-contract out approved work orders without permission of the Manager.

## **Indemnification:**

Vendor 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 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:**

In exchange for being listed as a Preferred Vendor, advertising on our website, priority work order assignments for homes we manage, and referrals we may offer; the Vendor will agree to offer the best pricing possible and accept an additional **10% (Ten Percent) payment discount**, to be retained by Manager.

### **Important Note:**

- **All estimates should be written with no discount shown (pre-discounted pricing).**
- **All invoices should include the term “10% discount upon payment”, either in payment term field or note field of invoice.**

The discount amount should not be calculated or shown on the invoice. Most accounting systems have mechanisms to account for this reduction of payment upon applying our payment.

***Example:*** A Vendor is asked to quote a job that is valued at \$100. The written estimate provided will show the job totalling \$100. If the work is approved, upon completion, the Vendor sends an invoice to the Manager for \$100.00 with “10% discount upon payment” term on invoice. Manager will issue payment for \$90.00 to the Vendor. When Vendor receives payment, the discount of \$10 would be recognized as an expense (marketing, etc) or reduction in revenue to reflect the net income you received.

## **Billing Policies:**

1. Immediately invoice, upon completion (generally within 5 business days).
2. We prefer email or fax, but can mail invoices to our office.
3. To ensure prompt payment - the invoice needs to include:
  - a. Company name
  - b. Service address, date of service, work order number
  - c. Detailed explanation of work completed, including:
    - i. Itemized breakdown of labor and material
    - ii. Any notes or condition issues (i.e. cause of problem),
    - iii. If any follow up work is needed.

**Payment Policies:**

- 1. We process **payments only on Fridays**, generally within 10 business days of receipt of invoice and verified completion of work (Net 10 terms).

***Please note:** Exceptions for quicker payment must be pre-authorized AND are not our standard operating process for normally completed jobs This may be applicable for project deposits and/or expedited jobs only.*

- 2. All invoice payments will be made via electronic methods, which may include: direct ACH, Bank generated bill-payment checks, or account software e-payment processes.
- 3. Invoices older than **30 days may not be paid**. We can not guarantee access to third party funds beyond this time frame. **RECOMMENDATION, please keep your invoicing current!**

**Changes to Agreement**

Manger reserves the right, upon written notice Vendor, to alter or amend any provision contained within this Agreement, in which event the Vendor will have the unilateral right to then terminate this Agreement. Altered terms of this Agreement will be deemed accepted by the Vendor if Vendor does not object within thirty (30) days of receipt of the Manager's notice. The effective date of such alterations or amendments shall be the thirtieth (30<sup>th</sup>) day following the date of the sending of such written notice.

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

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

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

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

EPA Lead Certification: Yes or No

(Certification Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_)

General License Type(s) and Number(s): \_\_\_\_\_

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

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

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

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