

VENDOR SERVICE AGREEMENT

This Agreement is made and entered into on the Effective Date. Vendor agrees to provide goods and services to Manager and Owner at Property consistent with the terms and conditions of this Agreement and the Description of Work. This Agreement shall supplement and supersede any Description of Work and provide additional terms and conditions for all Work that is done by the Vendor at the Property. There is an ongoing nature to this Agreement where it will cover all Work that is done by Vendor at Property on or after the Effective Date which can and will be described in multiple different Description(s) of Work.

1. This Vendor Service Agreement shall be between the following parties and use the following definitions:
 - a. Agreement: This Vendor Service Agreement dated as of the Effective Date.
 - b. Description of Work: Any proposal, contract, invoice, agreement or description of work for Work to be done at the Property
 - c. Effective Date: The date provided by Vendor at Vendor's signature block at the end of this Agreement.
 - d. Manager: Structure Property Management Group, Inc., a California corporation, located at 2100 East McFadden Avenue, Suite C, Santa Ana, California 92705.
 - e. Owner: The person(s) or entity that is in legal control of the Property and have engaged Manager to provide property management services
 - f. Property: Any location where Manager has engaged Vendor to do Work.
 - g. Vendor: The person or entity filled in at Vendor's signature block at the end of this Agreement as well as all their employees, agents, subcontractors, contractors and anyone else that the Vendor uses for the Work.
 - h. Work: Any and all activity by the Vendor related to the Description of Work performed at the Property or otherwise directly related to the Description of Work.
2. Vendor will not start work without an accepted Description of Work that is signed by the Manager. Vendor needs a Description of Work for all Work that is done at the Property and for each additional item of Work.
3. Manager does not own the Property. Manager acts solely as an agent for the Owner. Ultimately the responsibility for all costs and debts incurred by a Property rest with the Owner and the Property. Nothing contained herein shall prevent Vendor from their statutory rights to file a Mechanic Lien.
4. Manager relies on Vendor who has presented themselves as an expert in their field of work. Vendor certifies and agrees that they are fully familiar with all of the terms, conditions and obligations of the Description of Work. Vendor has investigated to their satisfaction the location, job site and work conditions under which the Work is to be performed and is in no way relying upon any opinions or representations of Manager.
5. Vendor agrees to indemnify and hold harmless Manager and Owner from and against any and all claims, damages, expenses, and losses of any kind, including but not limited to defense costs and attorney's fees, arising out of, relating to, or resulting from performance, or nonperformance, of Work by Vendor, or any injury to agents, employees, tenants or guests of Manager or Owner, as well as Manager and Owner, arising out of the course of Vendor's Work.
6. Vendor agrees to provide such protection as is necessary to protect the Work and the customers, tenants, employees, guests and agents of Manager, Owner and other vendors, as well as Manager and Owner, from their operations. Vendor shall be liable for any loss or damage to any Work in place or to any equipment and materials on the Property. Vendor will keep the Property clean from their Work. Vendor will ensure that their employees and agents shall be courteous and professional at all times while at the Property.
7. Vendor will keep Manager informed in writing at all times of their current insurance status, license status, any adverse conditions that they face (such as legal claims and actions), contact information and any other relevant

information related to the ability of Vendor to do the Work. Vendor will have a valid complete Vendor Application on file with Manager at all times.

8. Manager can terminate this Agreement and Vendor's status as an Approved Vendor to work for Manager with thirty (30) day written notice.
9. Vendor is an Independent Contractor and shall, at their sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances, license requirements and regulations of all governing bodies having jurisdiction over their work and their business operations, including, paying: all taxes, insurance, payroll and employment costs whether levied under existing or subsequently enhanced laws, rules or regulations.
10. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of its actual expenses including, without limitation, expert witness fees and attorneys' fees and disbursements. The phrase "prevailing party" shall mean the party who obtains substantially the relief desired, whether by dismissal, default, summary judgment, settlement, or otherwise.
11. This Agreement shall be interpreted in accordance with California law.
12. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, and any such assignment or delegation without the other party's prior consent shall be void and of no effect.
13. If a party's consent or approval is required pursuant to the terms of this Agreement, such party shall not unreasonably withhold or delay such consent or approval.
14. Time is of the essence in the performance and completion of the Description of Work and all Work by Vendor.
15. Vendor acknowledges that there are risks in performing the Work. Neither this Agreement nor the relationship between Vendor and Manager shall transfer the risks of performing Work from Manager to Vendor.
16. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
17. The individuals executing this Agreement represent and warrant that they are fully authorized to execute this Agreement, including being authorized on behalf of their respective entities.
18. Notices for the Manager will be delivered to Manager's address as described in Section 1.d. of this Agreement. Notices for the Vendor shall be delivered to the address Vendor provided on their Vendor Application. Either party may change their address for delivery provided they notify the other.

Vendor's signature below acknowledges Vendor's agreement to the terms and conditions of this Agreement.

AGREED AND ACCEPTED BY VENDOR:

Print Vendor's Name: _____

Vendor's Authorized Signature: _____

"Effective Date": _____