



## Vendor Services Agreement

This agreement is made effective as of May 12, 2017 between **TLC Property Management LLC** (TLC Properties) at 1531 E. Bradford Parkway Ste 305, Springfield, MO 65804 and \*\*\*\*\* in consideration of vendors continued affiliation with TLC Properties and affiliated properties under management, Vendor agrees as follows:

### TERMS

1. Agreement term shall expire 12 months from the signed date.
2. Maintain general liability insurance and workers' compensation insurance:

<b>Commercial General Liability Insurance</b>	<b>Limits</b>
Each Occurrence	1,000,000
Damages to Rented Premises (Each Occurrence)	100,000
Med Exp (Any one person)	5,000
Personal & Adv Injury	1,000,000
General Aggregate	2,000,000
Products - Comp/OP AGG	2,000,000

<b>Workers Compensation</b>	<b>Limits</b>
E.L. Each Accident	500,000
E.L. Disease Each Employee	500,000
E.L. Disease Policy Limit	500,000

3. List **"TLC Properties and affiliated properties under management"** as an additional insured or endorse TLC Properties and affiliated properties under management on the policy, and provide certificate of insurance documenting coverage.
4. Carry and provide a copy of Auto Liability coverage on all company owned, leased, borrowed, or in any way utilized while on TLC Properties.
5. Ensure all employees while engaged in work for TLC Properties wear proper & identifiable clothing.
6. Provide vendor references.
7. All invoices paid on a net 30 basis. Exceptions will not be made.
8. Mail Paper copy of invoice within 60 days of service rendered to remittance address provided. Electronic copies of invoices may be emailed to address provided. **No invoice sent after 60 days of service rendered will be paid.**
9. **Both parties understand that although TLC Property Management LLC is facilitating this Vendor agreement, it is understood that all terms set forth in this agreement constitute an implied agreement between you as a vendor and the specific property's LLC.**

## **NONDISCLOSURE**

A. I acknowledge that TLC Properties may disclose certain confidential information to me during the term of my contract to enable me to perform my duties hereunder. I hereby covenant and agree that I will not, without the prior written consent of TLC Properties, during the term of this Agreement or at any time thereafter, disclose or permit to be disclosed to any third party by any method whatsoever any of the confidential information of TLC Properties. For purposes of this Agreement, "confidential information" shall include, but not be limited to, any and all records, notes, memoranda, data, ideas, processes, methods, techniques, systems, leasing policies and procedures, devices, programs, computer software, writings, research, personnel information, tenant information, TLC Properties financial information, plans, or any other information of whatever nature in the possession or control of the TLC Properties which has not been published or disclosed to the general public, or which gives to TLC Properties an opportunity to obtain an advantage over competitors who do not know of or use it. I further agree that if my contract hereunder is terminated for any reason, and I will no longer provide services to TLC Properties, I will not take originals or copies of any and all records, papers, programs, computer software and documents and all matter of whatever nature which bears secret or confidential information of TLC Properties.

B. I shall indemnify TLC Properties for any breaches by myself of Paragraph A of this Agreement. This indemnity shall be for any actual losses to TLC Properties occasioned by such breach(es), including lost profits, as well as any attorney fees and costs of suits or appeals that may be awarded in any litigation instituted against myself or any third parties to recover monetary compensation or to obtain injunctive relief.

C. In the event of a breach or threatened breach of any provision of the Agreement by myself, TLC Properties shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity.

D. The foregoing covenants will not prohibit me from disclosing confidential information or other information to other employees of TLC Properties or third parties to the extent that such disclosure is necessary to the performance of his duties during his term of employment.

E. Vendor agrees to ensure that such insurance policies will be primary with respect to TLC Property Management LLC and its subsidiaries and affiliates; and in the event of a covered claim or cause of action against TLC Property Management LLC and its subsidiaries and affiliates.

F. Vendor agrees to provide Waiver of Subrogation against TLC Property Management LLC and its subsidiaries, affiliates, agents, officers, directors and employees for recovery of damages against these policies.

### **Indemnity**

Without limiting any indemnity provided elsewhere in this agreement, Vendor shall indemnify, defend, protect and hold harmless Manager and its officers, directors and employees from and against all claims, losses and liabilities (including all expenses and attorney's fees) which arise out of:

- (a) Vendors breach of this Agreement; or
- (b) the negligence, willful misconduct, fraud or criminal acts of Vendor or Vendor's representative (other than Manager and its representatives, officers, directors, shareholders, stockholders, members, employees, agents and contractors) and their officers, directors, partners, shareholders, stockholders, members and employees.

### **TOBACCO USE**

TLC Property Management recognizes that tobacco use is a hazard to the health and wellbeing of its employees, customers, vendors, and other visitors to our facilities and abides by the Springfield Smoke free Air Act of 2011. To protect the health of all individuals entering the TLC Property Management facilities, the use of tobacco products is limited to designated tobacco-use areas.

The Smoke free Air Act prohibits smoking in all enclosed public places including, but not limited to:

- A. Enclosed places of employment
- B. Enclosed public places
- C. Within five (5) feet of outside entrances, operable windows, and ventilation systems where smoking is prohibited

This policy applies to smoking and the use of smokeless tobacco. For the purposes of this policy, smoking is defined as the "act of inhaling, exhaling, burning, lighting, smoking or carrying a lighted or smoldering, cigar, cigarette, pipe, or plant product intended for inhalation, in any manner or in any form". Smokeless tobacco consists of the use of snuff, chewing tobacco, smokeless pouches, or other forms of loose leaf tobacco. The Tobacco Use Policy applies to:

- A. All areas of buildings occupied by TLC Property Management employees
- B. All TLC Property Management sponsored off-site conferences and meetings
- C. All vehicles owned, rented, or leased by TLC Property Management or personal vehicles while on Company property
- D. Any vendors, suppliers, contractors or subcontractors on any Company owned or managed properties.

### **GUNS**

In accordance with state statute, concealed or open carry of weapons are prohibited where posted on our TLC Property Management properties. Only the President or other authorized representative(s) of TLC Property Management has the authority to grant exceptions.



**VENDOR REQUIREMENTS TO BE PROVIDED WITH THIS CONTRACT:**  
Copy of W-9 and Certificate of Insurance

**BUSINESS INFORMATION:**

Business Name (DBA) \_\_\_\_\_

Name on Tax Return: \_\_\_\_\_

Entity Type: Sole Proprietorship, S-Corp, C-Corp, LLC (Usually can be found on the W-9)

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

Remittance address: Where they would like payment sent

\_\_\_\_\_

\_\_\_\_\_

**Contact Info**

Point of contact: First/Last name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
Subcontractor (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor (Signature)

TLC Properties

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dan Coryell  
Vice President of Operations