

ResProp

Residential Property Management

MASTER VENDOR AGREEMENT

1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by ResProp Management Company LLC (“**ResProp**”), on behalf of owners of managed properties (each individually the “**Owner**” and,), from the vendor named on the Purchase Order and/or Statement of Work (“**Vendor**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order (the “**Purchase Order**”) and/or Statement of Work (the “**SOW**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions of sale regardless whether or when Vendor has submitted its sales confirmation or such terms. This Agreement expressly limits Vendor's acceptance to the terms of this Agreement. Fulfillment of a Purchase Order and/or a SOW constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If no delivery date is specified, Vendor shall deliver the Goods within five (5) business days of Vendor's receipt of the Purchase Order. If Vendor fails to deliver the Goods in full on the Delivery Date, ResProp may terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify ResProp against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date.

(b) Vendor shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during ResProp's normal business hours or as otherwise instructed by ResProp. Vendor shall pack all goods for shipment according to ResProp's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Vendor must provide ResProp prior written notice if it requires ResProp to return any packaging material. Any return of such packaging material shall be made at Vendor's risk of loss and expense.

(c) Vendor shall provide the Services to ResProp, as agent of Owner, as described and in accordance with the Purchase Order and/or SOW and in accordance with the terms and conditions set forth in these Terms.

(d) Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Vendor delivers more or less than the quantity of Goods ordered, ResProp may reject all or any excess Goods. Any such rejected Goods shall be returned to Vendor at Vendor's sole risk and expense. If ResProp does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to ResProp upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. ResProp has the right to inspect the Goods on or after the Delivery Date. ResProp, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If ResProp rejects any portion of the Goods, ResProp has the right, effective upon written notice to Vendor, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If ResProp requires replacement of the Goods, Vendor shall, at its expense, within five (5) business days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, ResProp may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause pursuant to Section 16. Any inspection or other action by ResProp under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and ResProp shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order and/or the SOW (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Vendor's published price list in force as of the date of the Purchase Order and/or SOW. Unless otherwise specified in the Purchase Order and/or the SOW, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of ResProp.

8. Payment Terms. **FAILURE TO COMPLY WITH THE FOLLOWING TERMS WILL RESULT IN A DELAY OF PAYMENT TO VENDOR.** Vendor shall issue an invoice to ResProp on or any time after the completion of delivery and only in accordance with these Terms. ResProp, on behalf of Owner, shall pay all properly invoiced amounts due to Vendor within thirty (30) days after ResProp's receipt of such invoice, except for any amounts disputed by ResProp in good faith. Without prejudice to any other right or remedy it may have, ResProp reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by ResProp to Vendor. In the event of a payment dispute, ResProp shall communicate to Vendor via email or written notice no later than fifteen (15) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute. For the avoidance of doubt, Vendor acknowledges that all payment responsibility is that of the Owner and not ResProp and ResProp shall have no financial responsibility under this contract for invoiced amounts.

(a) Vendor must submit invoices through ResProp's Coupa Supplier Portal ("Coupa") in accordance with the instructions attached hereto as Exhibit A. **Vendor acknowledges and agrees that their invoices will not be paid unless all of the following has occurred:**

(i) **Vendor has submitted a Certificate of Insurance that complies with Section 15 of this Agreement.**

(ii) **Vendor has submitted an executed W-9 and/or all other tax documentation legally required to be on file with ResProp**

(iii) **Vendor submitted invoice through Coupa in accordance with Exhibit A.**

(iv) **Vendor has a valid PO and/or SOW for all invoices**

(b) ResProp will not be responsible for any late fees if Vendor fails to comply with all payment terms detailed in this Section 8.

9. Vendor's Obligations Regarding Services. Vendor shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses, permits, and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of ResProp, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by ResProp to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Vendor in providing the Services in such form as ResProp shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon ResProp's written request, Vendor shall allow ResProp to inspect and make copies of such records and interview Vendor personnel in connection with the provision of the Services;

(d) obtain ResProp's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to ResProp (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). ResProp's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between ResProp and any Vendor subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon ResProp's written request, to enter into a

non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to ResProp;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by ResProp; and

(h) keep and maintain any ResProp equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the ResProp's written instructions or authorization.

10. Change Orders. ResProp may at any time, by written instructions and/or drawings issued to Vendor (each a "**Change Order**"), order changes to the Services. Vendor shall within five (5) business days of receipt of a Change Order submit to ResProp a firm cost proposal for the Change Order. If ResProp accepts such cost proposal, Vendor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Vendor warrants to ResProp that all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by ResProp;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances;
and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by ResProp;

(b) Vendor warrants to ResProp that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) the warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of ResProp's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If ResProp gives Vendor notice of noncompliance pursuant to this Section, Vendor shall, at its own cost and expense, within five (5) business days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement Goods to ResProp, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification. Vendor shall defend, indemnify and hold harmless ResProp and ResProp's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Vendor or Vendor's negligence, willful misconduct or breach of the Terms. Vendor shall not enter into any settlement without ResProp's prior written consent.

13. Intellectual Property Indemnification. Vendor shall, at its expense, defend, indemnify and hold harmless ResProp and any Indemnitee against any and all Losses arising out of or in connection with any claim that ResProp's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Vendor enter into any settlement without ResProp's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Vendor's liability under Sections 12 and 13 hereof, or (b) Vendor's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Insurance. During the term of this Agreement, Vendor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per claim/\$2,000,000 aggregate of all claims, employer's and public liability insurance with limits of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit; and worker's compensation insurance as required by any applicable federal or state law with financially sound and reputable insurers ranked "A-" or better. Upon ResProp's request, Vendor shall provide ResProp with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Avesta Homes LLC, and ResProp Management Company LLC as an additional insured. Vendor shall provide ResProp with thirty (30) days advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Vendor's insurers and Vendor. ResProp reserves the right to adjust these insurance requirements at any time and will provide Vendor the updated requirements at least thirty (30) days prior to the requirements going into effect.

16. Compliance with Law. Vendor shall comply with all applicable laws, regulations and ordinances. Vendor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

17. Termination. In addition to any remedies that may be provided under these Terms, ResProp may terminate this Agreement with immediate effect upon written notice to the Vendor, either before or after the acceptance of the Goods or the Vendor's delivery of the Services, if Vendor has not

performed or complied with any of these Terms, in whole or in part. If the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the ResProp may terminate this Agreement upon written notice to Vendor. If ResProp terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by ResProp prior to the termination.

18. Waiver. No waiver by ResProp of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by ResProp. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of ResProp, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by ResProp to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by ResProp in writing. Upon ResProp's request, Vendor shall promptly return all documents and other materials received from ResProp. ResProp shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by ResProp on a non-confidential basis from a third party.

20. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 20, the other party may thereafter terminate this Agreement upon five (5) days' written notice.

21. Assignment. Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of ResProp. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. ResProp may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of ResProp's assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership,

joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

24. Submission to Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Arbitration and Survival.

28. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.