

VENDOR REQUIREMENTS AGREEMENT

This Vendor Requirements Agreement (the “Agreement”) is executed by

Vendor:

(the “Vendor”) and submitted to Q10 Property Advisors LLC, a Texas Limited Liability Company (the “Management Company”) and shall become a part of any agreement to perform labor or services or provide materials or supplies (the “Job”, whether referring to labor or services performed or materials or supplies provided) between Vendor and the owner (“Owner”) of any property (the “Property”) managed by Management Company. For and in consideration of the mutual promises contained in this Agreement, any other contract between Vendor and Owner and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PERFORMANCE OF THE JOB. Vendor shall perform the Job in a good, workmanlike and safe manner and complete the Job to Owner’s satisfaction. Vendor and all employees of Vendor shall abide by any rules and regulations set forth by Owner with respect to: (i) the Job; (ii) the general use of the Property; or (iii) ingress and egress to and from the area where the Job is performed including, but not limited to, driving and parking rules. Vendor warrants that it and its employees have been issued the appropriate licenses to perform the Job, that such licenses are current and have not been terminated, that all fees applicable to the issuance of said licenses have been paid, and that all prerequisites to the issuance of said licenses or prerequisite to the maintenance of said licenses have been complied with.

2. PAYMENT FOR THE JOB. Notwithstanding anything to the contrary contained in any agreement between Vendor and Owner, Vendor shall not be paid for the Job until the Management Company accepts the Job and finds the Job to be satisfactorily completed. To the extent allowed by applicable law, Vendor waives any and all rights to file a lien against the Property with respect to the Job. Payment will be made in a timely manner under the following circumstance:

- a. Invoices must be submitted within 30 days of date of service/delivery via email. Each managed Property has its own email address to submit invoices to. Please find the list of emails on the attached addendum.
- b. Invoices must include the Property name and unit numbers where services were performed or delivered, and the Property personnel name that ordered item, service, etc
- c. Invoices must be submitted within 30 days from the service/delivery date
- d. Invoices may not be paid if sent more than 30 days after the service/delivery date.

3. COMPLIANCE WITH LAWS. Vendor represents that it is and will remain in compliance with all applicable local, state, and federal statutes, codes, ordinances, or regulations to which it or the Job are subject and that Vendor is in compliance with Chapter 145 of the Texas Civil Practice & Remedies Code, as applicable, with respect to the performance of criminal background checks on Vendor’s employees and officers and the employees and officers of any subcontractor used by Vendor. Vendor further represents that, to the extent Chapter 145 of the Texas Civil Practice & Remedies Code is applicable to Vendor (when Vendor’s job duties include entering an occupied unit): (i) Owner and Management Company have requested Vendor to perform and Vendor has performed, a criminal history background check on Vendor’s officers or employees, and has

required Vendor's subcontractors to perform criminal history background checks on its officers or employees, whose duties involve providing services at the Property; (ii) no such officers and employees have ever had a criminal history involving a felony conviction or, within the past 10 years, have had a criminal history involving a misdemeanor conviction classified in Texas (or similarly classified in another jurisdiction) as an offense against the person or family, an offense against property or public indecency; and (iii) Vendor will perform and maintain criminal history background checks on Vendor's future officers and employees to assure that Vendor maintains compliance with this provision and Chapter 145 of the Texas Civil Practice & Remedies Code.

4. **INDEMNIFICATION.** Vendor shall indemnify and save harmless Owner, Management Company and their respective affiliates, directors, officers, partners, employees, agents, successors and assigns, from and against all suits, actions or claims of any character, type or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of, or occasioned by, the acts or omissions of Vendor or Vendor's directors, officers, employees, agents, subcontractors, successors or assigns.

5. **INSURANCE.** Vendor shall furnish and maintain in full force and effect at all times during the term of any contract with Owner in Vendor's name and in the name of Owner and Management Company, or such companies related to Management Company or Owner, as Owner shall require, as additional insureds, worker's compensation insurance as allowed by law, and commercial general liability insurance in at least the amount of \$1,000,000.00 or such higher amount as Owner may indicate. Vendor shall maintain any other insurance coverage which may become necessary to adequately protect Vendor, Owner and Management Company, or such companies related to Owner and Management Company, as the case may be, from other types of claims or losses which may be incurred as a result of Vendor's performance of the Job, general use of the Property or ingress and egress to and from the area where the Job is performed. Annual renewals should be sent to vendors@Q10pa.com 30 days prior to expiration of policy. Management company and Owner shall be listed as additional insured on all policies.

6. **TERM.** Notwithstanding anything to the contrary contained in a contract between the Vendor and the Owner, Owner shall have the right to terminate Vendor: (i) with cause immediately upon giving notice to Vendor; and (ii) without cause by giving 30 days prior notice to Vendor.

7. **LIABILITY OF OWNER.** Notwithstanding anything to the contrary contained in a contract between Vendor and Owner, under no circumstances shall Management Company or any other party other than Owner be contractually obligated to Vendor for any obligations under any such contract or otherwise with respect to Vendor's performance of Job. Vendor acknowledges that Management Company's involvement with the Property and the Vendor is only as an agent for a disclosed principal, the Owner, and represents that neither Management Company nor any party other than the Owner shall be responsible for any contractual obligations. Additionally, under no circumstances shall the Owner or Management Company be obligated to pay any of Vendor's attorneys' fees or other costs incurred by Vendor with respect to the performance or enforcement of any contract to perform the Job.

8. **ASSIGNMENT.** Vendor's obligations under this Agreement and any contract to perform the Job is not assignable without the prior written consent of Owner. Any attempt to do so shall entitle the Owner the right to elect to continue or terminate the contract. Notwithstanding Owner's consent of any such assignment, Vendor shall remain liable for the performance of any assignee. Owner shall have the right to assign its rights and obligations under any contract between Owner and Vendor or this Agreement upon giving notice to the Vendor.

CONFLICTS. To the extent this Agreement conflicts with or is inconsistent with any terms of an agreement between Owner and Vendor, the terms of this Agreement shall control.

Executed as of the date written below.

Q10 Property Advisors LLC, as agent (not as principal) for the Owners of Properties managed by Q10 Property Advisors, LLC:

Name	Stephanie Graves
Title	CEO
Signature	

VENDOR:

Vendor Name	
Signor Name	
Title	
Date	
Signature	

Vendor Requirements and Invoicing Instructions

Vendor Requirements

All new vendors must provide the following documentation before we can process any payment:

- **W9 Form**
- **Commercial Certificate of Insurance (COI)** with at least \$1 Million of coverage for General Liability, Workman's Compensation, and Auto Liability, and listing **Q10 Property Advisors LLC and all related entities** as an additional insured.

Please forward these documents to: vendors@Q10pa.com These forms must be refreshed annually.

Additionally, we require all vendors to perform criminal background checks for any of their employees or subcontractors who will perform any work or services at one of our property locations.

The Invoicing Process

- Orders will typically come from Property Managers, Supervisors, or Lead Maintenance.
- All invoices sent to us must include the following information:
 - Your Company's name, mailing address, email address, and phone number.
 - The invoice should be billed to the property name and address of the property receiving the goods/services. **(DO NOT "BILL TO" Q10 - this will delay the process)**
 - Date of the service or delivery of goods/services
 - Unit numbers where goods/services were provided
 - Please break down the invoice into line items for the various goods/services
 - Add the Requestor name if applicable (the person that requested the goods/services)
 - Terms should be set to Net 30.
- Invoices are processed and paid via the corporate office accounting department.
The property leasing offices DO NOT pay invoices and do not have any cash or payment capabilities.
- We utilize an invoice processing service called **AvidXchange** to process and pay our invoices.
Invoices should be emailed **ONE TIME ONLY** to Q10invoices@Avidbill.com.
DO NOT send paper copies via US mail.
- Statements may be emailed at the end of the month to accounting@Q10pa.com.
DO NOT send statements to AvidXchange.
Follow-up for status of payment should be sent to the property manager.
- Invoices are typically paid Net 30 after receipt, but this may be longer in some cases.
- The default payment method is a paper check via the US mail.
- We may opt to pay via AvidXchange. The default payment method with AvidXchange is a paper check in the US mail. There are no fees for this method of payment. Vendors may optionally choose a direct deposit electronic payment method with AvidXchange which include fees. Visit the supplier portal to exercise this option: <https://www.avidxchange.com/suppliers/>

Amounts over \$1,000

- Please provide a written estimate to the requestor detailing the materials and services to be provided, start and completion dates, scope of work, warranty, and payment terms.
- Written approval from the Property Manager, Maintenance Lead, or higher position is required.
- In the case where loan funds are necessary for payment, a conditional lien release and a lender inspection may be required before payment can be released.

Thank you! We look forward to working with you.

Q10 Property Advisors, LLC Accounting@Q10pa.com 713-405-3300 option 3