



10650 Culebra Rd Ste 104-206
 San Antonio, TX 78251
 210-920-1433

Mayer Restorations, LLC Vendor Agreement

Trade Company Name (as it appears on check) : _____

Name of Owner/ Partner/President: _____ Title: _____

Business Address(include city, state, zip) : _____

Bus Phone: _____ Cell Phone: _____ Fax: _____

E mails: _____

Insurance Carriers:

General Liability: _____

Policy #: _____

Exp: _____

Mayer Restorations LLC (hereinafter "MR") and _____ (hereinafter "vendor")
 enter into this agreement (hereinafter "Agreement") on this _____ day of _____, 20_____

1. **Projects:** The Agreement applies to all projects (hereinafter "Project (s)") for which Vendor hereinafter provides Work to MR, except for those that are already subject to another agreement between the parties. The term "Project (s)" includes the lot or land on which construction is occurring. The Agreement applies to both Projects being constructed on land owned by another and to Projects being constructed on land owned by MR.

2. **Work:** For all Projects, Vendor agrees to provide all equipment, tools, cleaning supplies, supervision, and other items necessary or required to perform the work that is described in general on the attached Scope of Work and/ or Bid Sheet. All unused supplies provided by MR shall remain the property of MR. The Scope of Work and/ or Bid Sheet, together with any signed and written supplements or modifications thereto or particular Projects, are incorporated into the Agreement, and shall hereinafter be referred to collectively as the "Work."

3. **Construction Standards:** Vendor commits to the goal of performing the Work according to the highest standards of skill and workmanship and with "zero defects." Vendor agrees to perform all Work in full compliance with or exceeding the requirements of all of the following standards (hereinafter "Construction Standards") :
 - a) plans, drawings or specifications provided by MR to Vendor for a particular Project:

 - b) applicable federal, state, county and municipal codes, regulations, rules and laws:

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- c) applicable manufacturer specifications, directions and suggested methods;
- d) private restrictions and covenants;
- e) subdivision or homeowner association rules or regulations;
- f) any written warranty provided or to be provided by MR to customer;
- g) at least ordinary standards of care under the circumstances;
- h) requirements of the Federal Housing Administration or Veterans Administration; and
- i) standards set forth in the Scope of Work and Bid Sheet or any supplements or modifications thereto.

4. **General Responsibilities:** In addition to its other responsibilities under this Agreement, Vendor shall have the following responsibilities:

- a) Vendor shall identify to MR any necessary permits, licenses, and inspections required by any governmental authority for any part of the Work and shall furnish any bonds, security, or deposits required by such authority to permit performance of the Work. The vendor will be responsible for procuring and MR is responsible for payment.
- b) Vendor shall comply with, and insure the compliance by its employees, subcontractors and agents with, all applicable federal, state and local laws, ordinances, statutes, rules, and regulations, including those relating to wages, hours, fair employment practices, nondiscrimination, immigration and naturalization, occupational safety or health and working conditions. The safety of Vendor's employees, subcontractors and agents, whether or not in common work areas, is the responsibility of Vendor.
- c) Vendor shall visit each Project before starting the Work to understand conditions relating to such Project, including access restrictions to the Project.
- d) Vendor shall coordinate the installation of the Work with other interfacing trades in a courteous and professional manner, so as not to interfere with them, delay them or damage their work.
- e) Vendor shall conduct the Work so as to avoid causing damage to any part of a Project. Vendor shall be responsible for all such damage.
- f) Vendor shall provide a qualified onsite supervisor whenever the Work is being performed.

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- g) Vendor shall keep Projects clean of dirt, debris, trash, and any waste materials arising from the performance of the Work. Vendor is responsible for removal of all trash and any construction debris created as a result of the Work in the area.
- h) Vendor shall not remove or damage silt fencing or other erosion control devices.
- i) Vendor shall keep all vehicles off Projects, including driveways, unless expressly permitted by MR to drive onto a Project for a limited purpose.
- j) Vendor shall not use or permit the use by any of its employees, subcontractors, suppliers or agents of alcoholic beverages or controlled substances on or in connection with the Project or the Work.
- k) Vendor shall not allow smoking inside of a project, including garage interior.
- l) Vendor shall not cover any known defect in the Work or in work by someone else, but shall immediately notify MR of such defect and obtain permission to continue the pertinent aspect of the Work.
- m) Vendor shall not allow shoes to be worn inside of a Project with finished flooring installed.
- n) Vendor shall not permit profanity, loud conversations or music, or other behavior likely to disturb others working on a Project or persons living in proximity to a Project.
- o) Vendor understands that it is not authorized to make changes in the Work at the request of third party without obtaining written direction from the MR per the Agreement. Any requests for changes should be referred to MR.
- p) Vendor understands that it is not authorized to discuss or adjust prices with a third party. Any such request should be referred to MR.
- q) Vendor shall limit its interactions with potential buyers/tenants and realtors so as to avoid confusion between MR and these persons and shall refer questions from them to MR. Vendor shall not offer them advice or opinions.
- r) Vendor shall immediately inform MR of any change of its address or telephone numbers set forth above.
- s) Vendor is fully responsible, in contract and tort, for the performance of the Work that it subcontracts to anyone else.

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t) Vendor shall practice due diligence in completing projects within the stated due dates on work orders. If vendor does not respect the deadlines, MR reserves the right to charge a late fee, not to exceed \$100 per day on all projects past due date. 5 days and later of tardiness, the fee is increased to \$200 per day.

5. **Timing of Work:** Vendor agrees to perform the Work in a timely manner and in accordance with the requirements of any construction schedule that MR may from time to time develop and submit to Vendor. Within two (2) calendar days after being notified by MR, Vendor shall commence actual construction of the Work and shall thereafter diligently continue the Work to completion. If, in the opinion of MR, Vendor falls behind the construction schedule, MR shall take steps as may be necessary to accelerate the Work.

6. **Contract Price:** The contract price and payment terms are set forth in the Bid Sheet and shall remain in effect until the parties agree in writing to a new contract price or the Agreement is terminated.

7. **Payment Procedures:** Vendor shall submit signed invoice for payment to MR within 3 business days of work completion (ap@mayerrestorations.com). Vendor's submission of a completed invoice shall constitute a warranty and representation by Vendor to MR and Client that Vendor has performed that portion of the Work covered by the scope of work in full compliance with the Agreement, and has paid for all labor, equipment, tools and other items used in performance of the Work, and it has obtained legally binding interim or final lien waivers from all such persons or entities. MR may require proof of such payment and of such waivers prior to making payment to Vendor.

For contracts that exceed \$5,000, the Vendor shall also be required to submit along with final invoice, a properly executed and legally enforceable Interim Waiver and Release upon Payment for or Unconditional Waiver and Release upon Final Payment for, respectively, as permitted by state law.

Payments: After reviewing a final invoice, MR shall pay vendor the percentage of the Work that MR determines has, in fact, been completed. Such payments shall be made within **10 business days** following timely submission of complete and accurate invoices and passing of final inspection by a project manager. Untimely or inaccurate applications will cause a delay in payment.

8. **Quality Control:** The Vendor is responsible for ensuring that ALL items on the Scope of Work and/or Bid Sheet are complete before scheduling a final inspection. Upon completion of Work, Vendor must contact the assigned project manager so that final inspection can be completed and project closed. If Vendor fails final inspection due to incomplete work as laid out in Scope of Work and/or Bid Sheet, the vendor will be assessed a \$50 trip charge by MR and compensated to the project manager or time. This does not alleviate fees charged under section 4.1 for missing deadlines.

9. **Warranty:** Vendor warrants all Work against defects in labor and materials for a period of one year or, if longer, for a period coinciding with MR's warranty to Client on any Project and to any

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subsequent owner of a Project if MR's Warranty extends to subsequent owners. Within five (5) working days after being notified of such defect by MR, Vendor shall remedy, at its own expense, any such defect, unless the defect requires emergency attention, in which case Vendor shall immediately address the defect, and Vendor shall pay any damages to MR or Client resulting from such defect. If Vendor fails to remedy any such defect, MR may do so and Vendor shall be liable to MR for all costs associated with performing such remedy. This warranty shall not limit Vendor's other obligations under the Agreement or law.

10. **Insurance:** Vendor shall, on its own and at its own expense, obtain and maintain throughout the Work (as hereunder defined) and during any warranty period required pursuant to Paragraph 8 herein, the following insurance coverages ("Contractor's Insurance"):

- a) Commercial General Liability ("CGL") insurance covering the legal liability (including but not limited to liability assumed contractually, whether incidental or not) of the Vendor and any and all subcontractors of Vendor who may be engaged in the Work, for all claims arising in connection with the Work for personal injuries (including death), and property damage resulting therefrom, in an amount not less than \$1,000,000 for any one occurrence, and not less than \$2,000,000 in general aggregate per Project, and not less than \$1,000,000 products/completed operations aggregate limit. CGL insurance shall include, without limitation, broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage;
- b) workers compensation insurance in statutory amounts; (as required by state law)
- c) Vendor must maintain automotive public liability and automotive property damage insurance in the amount not less than \$100,000 for any one occurrence, and not less than \$300,000 general aggregate. (as required by state law)
- d) MR shall be named as additional insured on Vendor's Insurance for all liability arising out of Work performed under this Agreement. All policies shall contain a waiver of subrogation in favor of MR. All certificates of insurance shall name MR as the certificate holder and shall state that the insurance may not be canceled or modified prior to thirty (30) days written notice of cancellation or modification to MR.

11. **Indemnification:** Vendor agrees to indemnify and hold harmless MR from any claims, damages, losses, expenses or fines, including attorney's fees and legal expenses, arising out of or resulting from either a breach of the Agreement or any negligent or intentional act or omission by Vendor or its employees, subcontractors, suppliers or agents other than for bodily injury to persons or damage to property caused by or resulting from the sole negligence of MR.

12. **Dispute Resolution:** Except as hereinafter provided, any dispute between MR and Vendor arising out of or relating to the Agreement shall be resolved by mandatory, binding arbitration in a location

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agreed upon by MR and Vendor in accordance with the rules of construction arbitration in effect at the time of the initiation of the arbitration and the decision of such arbitrator shall be final and enforceable in any court having jurisdiction. However, if MR is a party in either litigation or arbitration before the same or a different arbitration entity, involving claims between MR and Client of a Project that arise out of or relate, in whole or in part, to the Work required by this Agreement or any obligation of Vendor under this Agreement, Vendor agrees that MR may bring Vendor into such litigation or arbitration as a third or additional party in order to assert claims against Vendor relating to such Work or obligations, including claims for indemnity or contribution. The results of any such arbitration shall be binding and enforceable in a court of competent jurisdiction. This paragraph shall apply to disputes covered by it even if the Agreement is terminated or rescinded.

13. **Independent Contractor Status:** Vendor is an independent contractor of MR and is not an employee of MR. Vendor will withhold from its payrolls as required by law or government regulation and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, worker's compensation, and retirement benefits that may be required by federal or state governments. Vendor agrees that it is an independent from MR and that it does not receive dividends, profits, commissions or payments related to Vendor's performance of services. MR affirms that Vendor is independent from MR, and that Vendor does not receive dividends, profits, commissions or payments related to Vendor's performance of services.
14. **Breaches:** Vendor shall be liable to MR for all damages arising out of or relating to breaches by Vendor under the Agreement. MR is entitled to deduct such damages from payments otherwise due to Vendor under the Agreement and to pursue Vendor for any additional damages.
15. **Termination:** If Vendor breaches the Agreement and fails to cure such breach within three (3) business days following written notice from MR, MR may terminate the Agreement completely or may, without terminating the Agreement, terminate Vendor from the Work on particular Projects on which such breach occurred. If MR terminates the Agreement or terminates Vendor as permitted herein, it shall be entitled, without waiving any other claim against Vendor, to retain so much of any funds that may otherwise be due to Vendor as are necessary to remedy such breach or to complete such work through other means. Either party is free to terminate the Agreement as to future Projects with written notice prior to the commencement of Work on such Projects.
16. **Miscellaneous:** The agreement does not give exclusive rights to Vendor to work with MR. MR may create agreements with other parties in the same trade without affecting the Agreement.
 - a) The Agreement shall be governed by and interpreted in accordance with state law.
 - b) The Agreement is the entire agreement between the parties and can only be modified or amended in writing.

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- c) No representation, promise or inducement not included in the Agreement is relied upon or shall be binding upon either party.
- d) Time is of the essence of the Agreement.
- e) Notices required in the Agreement shall be in writing to the other party at the address of such party set forth above and shall be given in person by overnight delivery service prepaid by facsimile, or by certified mail, return receipt requested. Such notice shall be deemed given when received at such address.
- f) Each provision of the Agreement is severable from every other provision. If any provision is determined to be unenforceable, the rest of the Agreement shall remain valid and enforceable.
- g) All pricing plans, drawings and specifications provided by MR to Vendor shall remain the property of MR.
- h) The term "including" shall mean, including but not limited to the specific item or matter mentioned.

17. Certification: Vendor certifies that it:

- a) has read the Agreement and understands it;
- b) has the skills and qualifications necessary to perform the Work in accordance with the Agreement, and to otherwise comply with the Agreement;
- c) has all licenses, registrations and similar governmental authorizations necessary to perform the Work and to comply with the Agreement;
- d) is familiar with all of the Construction Standards and applicable laws, rules, regulations, codes, documents and other matters mentioned in the Agreement; and
- e) has the authority to sign the Agreement. The individual signing on behalf of Vendor represents and certifies that he is authorized to sign this Agreement on behalf of Vendor.

18. Independent Work Requests: Vendor agrees that any work requested directly by a party other than MR must be completed as part of a separate agreement with such third party, and not pursuant to this Agreement.

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19. **Non-Compete:** The Vendor agrees that during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, neither the Vendor nor any of its members, employees, agents, affiliates and/or subcontractors will perform any services for the client to MR, whether similar or dissimilar to the Services provided hereunder (painting, handy man, construction, landscaping, remodeling, and home restoration). Since it is difficult to quantify the damages MR will incur by reason of the Vendor's breach of this Agreement, the Vendor will pay MR promptly upon demand US\$5,000 for each breach of this Agreement, as liquidated damages for breach of this Agreement and not as a penalty.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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