

Independent Contractor Vendor Agreement

The undersigned agrees to the following conditions:

- The vendor is an independent contractor and is not an employee of Peak Residential, Inc.
- The vendor has received a Peak Residential, Inc. Vendor Manual to review prior to signing this
 agreement
- The vendor agrees to follow the policies and procedures of Peak Residential, Inc. when performing work.
- The vendor will complete the following forms prior to commencing any work for Peak Residential, Inc.
 - Vendor Application
 - Vendor Agreement

Insurance

- Vendors will carry Worker's Compensation Policy and will fulfill the following requirements:
 - The vendor will notify their Workman's Compensation Company and request them to furnish Peak Residential, Inc. with an original endorsement of the policy.
 - The vendor will furnish an original endorsement of all yearly renewals going forward.
 - The vendor will notify Peak Residential, Inc. if insurance company changes.
- Vendors will carry a general liability insurance policy
 - Peak Residential, Inc. will not use vendors who do not carry general liability insurance and requests the vendor to carry minimum \$1,000,000 amount current general liability insurance.
 - Vendors will supply an original endorsement of the current liability insurance policy.
 - Vendors will furnish an original endorsement of all yearly renewals going forward.
 - Vendors will notify Peak Residential, Inc. if their insurance company changes

Tax information

- Vendors will supply a social security number or Tax ID.
- It is the responsibility of vendors to notify Peak Residential, Inc. of any changes.

Workmanship

- Vendors will supply competent work and the vendor guarantees they will redo the work to the satisfaction of Peak Residential, Inc. if necessary.
- The work is on a "contract labor" basis and vendors understand that Peak Residential, Inc. does not treat any vendor as an employee.

Vehicles

- All vendors must supply their own vehicles.
- Vendor vehicles must be in a reasonable working condition.
- Vendors cannot use any Peak Residential, Inc. company-owned vehicles.
- Vendors must carry appropriate insurance for their vehicles.

Vacation Time

 Although Peak Residential, Inc. has no control over Vendors schedule, all Vendors are to notify our office if they cannot complete a work order because of a pending vacation.

Work Orders

- Vendor agrees to accept work orders by phone, email, or text.
- Vendors are to notify Peak Residential, Inc. immediately if the problem exceeds the authorized amount on the work order.
- Vendors are to pay for parts for maintenance requests and Peak Residential, Inc. then reimburses them when the vendor submits invoices for payment.
- Vendor understands that Peak Residential, Inc. cannot disburse any funds until received from the owner.
- All work orders must have before and after photos, submit with invoice, no photos = no payment, if a photo is required, it will be stated in the original Work Order sent over to the Vendor

Work Order Estimates

- Vendors are to notify Peak Residential, Inc. immediately if they are aware, they will be unable to
 offer an estimate and complete the work in a timely manner. Estimates are expected within 5
 business days.
- When Peak Residential, Inc. receives the approval or denial from the owner, they will notify the vendor when to start work on the property or if the work order is completely cancelled.

Keys / Vacant Properties

- Vendors are to follow the Peak Residential, Inc. Vendor Guidelines regarding keys and lockboxes
- Vendors are to be responsible to Peak Residential, Inc. for property keys and access codes.
- Vendors are not to distribute keys obtained from Peak Residential, Inc. to any other party, including tenants or owners, unless otherwise directed by Peak Residential Inc.
- The keys are to be returned to Peak Residential, Inc. promptly upon completion of work.
- Do not turn AC down or Heat up and then leave on when work is complete, and you are gone.

Tenants

- Vendors are to be courteous and professional with tenants.
- Vendors are to be dressed appropriately for work when meeting with tenants.
- Vendors are to clean up their work in the property and leave nothing at the property including garbage
- Vendors are <u>NOT</u> to make comments on repairs or the condition of the property to tenants.
- Vendors are <u>NOT</u> to discuss in detail the repairs with tenants.
- Vendors are NOT to make promises to tenants unless it is within the work order request.
- Vendors are to call Peak Residential, Inc. from the property if necessary, to clarify the work or request permission to do additional maintenance they see is required relating to the work order.
- Peak Residential, Inc. requests vendors use their cellular phones when calling from a tenant residence. However, if necessary, the vendor is to request permission to use the tenant's telephone.
- If tenants request other work, the vendor is to instruct them to call Peak Residential, Inc. and place a work order.
- If tenants pose a threat, vendors are to immediately leave the property and notify Peak Residential, Inc.

Property Owners

- Vendors are to be courteous and professional with property owners.
- Vendors are NOT to make comments on repairs or the condition of the property to any property owners without consulting Peak Residential, Inc.
- Vendors are NOT to discuss in detail the repairs with property owners unless requested or authorized by Peak Residential, Inc.
- If property owners request deviations to work orders from Peak Residential, Inc, vendors are to notify Peak Residential, Inc. immediately.
- Vendors are NOT to make promises to property owners unless it is within the work order request or discussed with and authorized by Peak Residential, Inc.

Independent Contractor Vendor Guideline for Photos

Work Order Photos Requirements

Photos will be required on any work order/repair requiring a permit, replacing an old item with new/used item and/or charging a tenant due to negligence. For example, installation of fences, appliances, windows, hot water heaters, etc.

Photos must be attached with invoice submitted to get paid. No photo will cause invoice to be rejected until submitted complete with a before and after photo per line item on work order (matching photo angle, height, distance.) If work order has 3 items to address, you must have 6 photos total with your invoice, or it will not be accepted and processed until Peak Residential, Inc. has the photos.

Examples: Before Photo

 Clear to show area that will be repaired, replaced, cleaned, installed, etc. Must be able to see from the angle the photo is taken the exact issue and location to address. Take multiple photos if necessary.





Window removed

Examples: After Photo

Take photo of same location as the "before" photo, use the exact same angle, height, and distance for a better side by side comparison. Peak Residential, Inc. will share with owners that work has been completed. You must be able to visually see a difference and that work was completed per the work order instructions.



Strips removed



Window installed

Confidentiality

- Vendors are to keep all information on Peak Residential, Inc. property owners, tenants, and any other property information confidential.
- Vendors are not to post any information or pictures on any social media, such as Facebook, Twitter, YouTube, or any other media at any time.

Payment

- Vendors must submit their invoices within 7 days of work completion.
- If invoices are not received within forty-five (45) calendar days of finishing the job, they will not be paid.
- Venders understand that Peak Residential, Inc. makes payments on a 30-day cycle and does not reimburse vendors immediately.
- If the vendor does not receive funds within 30 days of submitting invoices to the office, the vendor must contact the office within 15 days.
- Vendors are responsible for contacting Peak Residential, Inc. as soon as possible if they have an error or dispute with a payment.
- Vendors understand that Peak Residential, Inc. works for the owner and the owner is responsible for the funds for payment.
- Vendors understand Peak Residential, Inc. must comply with any court ordered deductions from payments.
- Peak Residential, inc. does not withhold monies for tax purposes.

Disputes

Vendors are to put all disputes with Peak Residential, Inc. in writing and deliver to Broker in Charge.

Drug-free policy

- The undersigned vendor understands that Peak Residential, Inc. requires a drug-free policy with all personnel, vendors, and tenants.
- By signing this agreement, the undersigned vendor, its employees, and/or subcontractors commit to a drug-free policy when working on the Peak Residential, Inc. managed properties and appointments with tenants.

I agree to the terms of this Independent Contractor Vendor Agreement with Peak Residential, Inc. and have received the Peak Residential, Inc. Independent Contractor Vendor Manual.

Company Name	Address		Date
Printed Vendor Name	Authorized Vendor Signature	Date	
	Broker in Charge Signature	 Date	