



VENDOR SERVICE AGREEMENT

This Master Service Agreement is entered into this _____ day of _____, _____ by and between Level Property Management Group and their Assigns and _____ on the following terms and conditions.

1. Owner wishes to utilize the services of Service Provider to provide services to Owner. Based upon the nature of the services provided by the Service Provider, it is anticipated that it will be impractical to enter into a separate agreement for services each time Owner desires to use Service Provider.
2. Owner requires that Service Provider meet certain terms and conditions before Owner uses Service Provider's services. These terms and conditions are set forth in this agreement.
3. In order to expedite the use of Service Provider's services each time they are needed, the parties agree to enter into and comply with this Master Service Agreement prior to any actual services being performed. It is the intent of the parties that these terms and conditions apply to any provision of services by Service Provider regardless of whether these terms and conditions are referenced in any purchase order, subsequent contract memo, etc. during the term of this contract.
4. This Master Service Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' notice. The cancellation of this agreement shall not negate any term or condition, such as the indemnity or insurance requirements.
5. Entering into this Master Service Agreement shall not obligate either Owner or Service Provider to agree to any subsequent requests for services or to any volume of business during the term of the policy. The intent is that if any services are procured and agreed to by both parties during the term of this agreement, the terms and conditions of this Master Service Agreement shall apply. If any terms and conditions on any preprinted written form from Owner conflicts with this Master Service Agreement, the terms of this Master Service Agreement apply and supersede any other terms to the contrary.
6. Service Provider acknowledges that the only means by which any employee or agent is authorized to procure services from the Owner is in writing (purchase order, contract, memo, etc.). Any oral request for services is expressly not authorized by Owner's corporate officers and Service Provider may not rely upon any representation by any Owner employee or agent to the contrary.
7. No request for payment by any Service Provider will be approved by Owner unless all terms and conditions of this Master Service Agreement are fulfilled.
8. **INDEMNIFICATIONS AND INSURANCE**
 - a. Insurance Requirements: See attached "Exhibit A"
 - b. Service Provider and any additional sub-subcontractors shall indemnify, defend and hold harmless Owner and its affiliates, and all of their employees, officers, directors, shareholders, etc. (collectively "Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, expenses, obligations, judgments, recoveries and deficiencies, arising out of or resulting from the performance of the Services of this Contract; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the Service Provider, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Service Provider

will not be liable hereunder to the extent that such liabilities or losses directly result from the sole negligence or willful misconduct of any indemnitee. Service Provider shall, upon request, defend any suit asserting a claim covered by this indemnity.

Service Provider shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply, and Subcontractor/Service Provider shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

- c. The insurance coverage required under paragraph 8a. shall be of sufficient type, scope, and duration to ensure coverage of the Service Provider and Contractor for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Subcontractor/Service Provider in relation to the project.
- d. Service Provider shall ensure that its sub-subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in Exhibit A. Copies of the certificate(s) must be provided prior to the Service Provider entering the site.
- e. Annually, the Service Provider shall supply Owner with a new and replacement Certificate of insurance. Not less than two weeks prior to the expiration, cancellation, or termination, the Service Provider will provide the Owner with a new additional insured endorsement naming Owner as an additional insured.

9. WARRANTY AND REPRESENTATIONS

The Service Provider represents and warrants that all materials, labor and/or systems furnished by the Service Provider in connection with the work performed shall be free of defect for a period of one year for materials and labor and two years for systems. For purposes of this paragraph, the term system shall include, without limitation, HVAC, plumbing, electrical, and security systems. Nothing in this Agreement shall be deemed to decrease the length or in any way modify the terms of manufacturer warranties pertaining to the work performed.

If a defect occurs within the one year period for materials or labor, or within the two year period for systems, the Owner will notify the Service Provider of such defect and upon receipt of such notice, the Service Provider shall immediately at its expense act to satisfactorily repair and/or replace the defective material, labor, or systems. The Service Provider shall participate in, at the Service Provider's own expense, the arbitration or dispute resolution mechanisms established under any warranty related to materials, labor, or systems furnished or installed by the Service Provider.

10. SAFETY STANDARDS

Service Provider agrees that the Service Provider and all employees of the Service Provider are required to fully comply with and implement all governmental laws pertaining to safety standards. Service Provider agrees that any fines, assessments, or penalties imposed upon the Owner by failure of the Service Provider or his employees to comply with government standards will be fully charged back and paid for by the Service Provider.

11. CANCELLATION

Owner reserves the right to cancel this Master Service Agreement in whole or in part if Service Provider breaches this contract by failing to provide necessary services in a timely and workmanlike manner and does not correct such failure within ten days of receiving written notice from Owner specifying such failure or if Service Provider in any other respect repudiates or otherwise breaches the terms hereof, including the warranties of the Service Provider.

Level Property Management Group

Date

Service Provider

Date



EXHIBIT A

INSURANCE

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Service Provider/Subcontractor shall maintain the following insurance policies on a primary and non-contributing basis.

Certificates of Insurance

Service Provider/Subcontractor shall provide Owner/Customer with valid certificates of insurance *prior* to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Service Provider/Subcontractor's Commercial General Liability Policy. Each certificate of insurance shall provide that the insurer must give Owner/Customer at least thirty (30) days' prior written notice of cancellation, non-renewal, or modification of the Service Provider/Subcontractor's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Service Provider/Subcontractor shall supply Owner/Customer with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Owner/Customer and their parties as set forth above. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000.00 without prior written approval. The Description section of the Certificate shall contain reference to the Project name. The Service Provider/Subcontractor shall ensure that it complies with the terms of this Section.

Workers' Compensation

Regardless of any "minimum requirements" or "exemptions" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Subcontractor shall also obtain Employers Liability insurance with minimum limits of \$500,000 each accident, \$500,000 disease limits, and \$500,000 each employee.

Commercial General Liability:

Subcontractor shall also obtain Commercial General Liability coverage on a 2004 ISO Occurrence form or its equivalent with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate

Automobile Liability:

Service Provider/Subcontractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per occurrence, including owned, hired and non-owned automobiles. *(If Service Provider/Subcontractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

Additional Insureds

These liability policies shall endorse Owner/Customer as an **Additional Insured**. Coverage for the Owner/Customer and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not

EXHIBIT A

extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Owner/Customer, owner et al. as an additional insured. Additionally, Service Provider/Subcontractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by Owner/Customer shall be excess only and shall not be called upon to contribute with this insurance.

A copy of each endorsement shall be attached to the Certificate of insurance. The Certificate shall indicate the Certificate Holder as:

Level Property
Management Group
7472 Parker Rd.
Fairhope, AL 36532

Insurance Requirements for Sub-Service Provider/Subcontractors.

Service Provider/Subcontractor shall ensure that its Service Provider/Subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-Service Provider/Subcontractors entering the site.

(Optional) Commercial Umbrella:

Service Provider/Subcontractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$5,000,000 per line of coverage.

Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire for any reason until thirty days after Owner/Customer has received written notice.

Indemnity & Hold Harmless Agreement

Service Provider/Subcontractor shall indemnify, defend and hold harmless Owner/Customer and its affiliates, and all of their employees, officers, directors, shareholders, etc. (collectively "Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, expenses, obligations, judgments, recoveries and deficiencies, arising out of or resulting from the performance of the Services of this Contract; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the Service Provider/Subcontractor, any Service Provider/Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Service Provider/Subcontractor will not be liable hereunder to the extent that such liabilities or losses directly result from the sole negligence or willful misconduct of any Indemnitee. Service Provider/Subcontractor shall, upon request, defend any suit asserting a claim covered by this indemnity.

EXHIBIT A

Waiver of Subrogation

Service Provider/Subcontractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, this Waiver of Subrogation requirement shall not apply and Service Provider/Subcontractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.