

Vendor/Subcontractor Package

Please include the following documents when returning your papers in this packet:

- 1) This document is filled out and signed.
- 2) Aspen Grove Assigned Background Compliance (ABC) number:
- 3) W9 Form filled out and signed.
- 4) Certificate of Insurance in which Warden Maintenance and Renovations LLC is named a certificate holder (General Liability, Errors, and Omissions, Worker's compensation if you have employees)
- 5) Direct Deposit Form - Include a copy of a voided check or a preprinted form from your bank with your routing and account numbers.

Vendor/Subcontractor Information:

Name: **Email:**

Company Name:

Primary Phone: **Work Phone:**

Mailing Address:

Street: City: State: Zip:

Shipping Address:

Street: City: State: Zip:

Subcontractor Service Area:

Please list the names of counties, zip codes, or radius you will service (separated by commas):

Service Performed:

Grass/Shrubs		Lock Change		Electrical		HVAC	
Snow		Maid Service		Plumbing		Tenant Maintenance	
Winterization		Trash Out		Roofing		Renovation	

Have you performed work for a Property Preservation company before **(Yes/No):**

Warden Maintenance and Renovations LLC Pay Terms:

All vendors are paid within 7-15 days after the full completion of the work requested. Once work is made Ready for Office by the vendor in PPW, it usually requires 24 hours for the work order invoice to be finalized.

Work orders that are made Ready for Office without full completion per specifications may result in follow-up and invoice delay.

By signing this document a vendor/subcontractor agrees to our vendor/subcontractor guidelines, payment terms, and pricing.

Signature of subcontractor

Date

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Name/Company:

I (we) hereby authorize WARDEN MAINTENANCE AND RENOVATIONS LLC, to initiate credit entries to my (our): (select one)

Checking Account (please tick if yes)

Or

Saving Account (please tick if yes)

at the depository financial institution named below, and to credit or debit the same from such account. I (we) acknowledge that the authority will remain in effect until I have (or either of us) canceled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution:

Branch:

City: **State:** **Zip:**

Account Number:

Name(s):

Signature _____ **Date**

(Please Print)

Be sure to include a voided (canceled) check from your checking account and/or a statement of accounts for your savings account, whichever is applicable. The details from the check will be used to verify the account details. The information provided on the voided check/statement of accounts must match the written information.

SUBCONTRACT AGREEMENT

BETWEEN:

WARDEN MAINTENANCE AND RENOVATIONS LLC

An Incorporated Property Management Company, Hereinafter referred to as
172 Villa Place CT Tucker, GA 30084

AND:

(the "Subcontractor")

A company organized and existing under the Laws of the State of:

With its head office/property located at:

Vendor/Subcontractor Pricing:

Line Item	Price	Unit
Debris		
Debris / Hazard / Raw Garbage Removal (PPR Work Orders)		cyd
Debris Relocate/ Move Debris / Personals		cyd
Storage Removal		Per Occurrence
Maid Service - Initial		Per Unit
Maid Service - Refresh		Per Unit
Clean Refrigerator		Ea
Heavily Soiled Refrigerator- Clean		Ea (Includes Raw Garbage Removal)
Clean Toilet (If not part of winterization)		Ea
Heavily Soiled Toilet- Clean		Ea (If Pre-Approval Was Given)
Boarding		
De board		Per Opening
Boarding - Door (LxW - 5/8" Plywood)		UI
Boarding - Window (LxW - 1/2" Plywood)		UI
Clear boarding		Per Window (Receipt Must Be Provided)
Utilities		
Outlet Cover Install		Ea
Cap - Dryer Vent		Ea
Cap - Electrical Wires		Per Box
Cap - Gas/Water Line		Ea
Secure All Loose Wires		Per Property
Carbon Monoxide Detector		Ea
Smoke Detector		Ea
De-Humidifier, Install		Electricity Must Be Active
Sump Pump, Install		Electricity Must Be Active
Mouse Traps, Set & Empty		10 Traps

Line Item	Price	Unit
Lock		
Lock Set (Knob Lock and Deadbolt on the same door)		Per Set
Knob Lock / Dead Bolt (If only one is installed on a door)		Per Lock
Additional Lock - After 1st Door		Per Set
Padlock		Ea
Padlock and Hasp / Chain		Per Set
Slider Lock		Ea
Lockbox		Ea
Mold Treatment & Drywall		
Antimicrobial Treatment (Clean only)		SF
Kilz		SF
Drylock		SF
Drywall - Removal		SF
Drywall - Replace		SF
Basement Pumping		Upto 1000 SF
		Over 1000 SF
Pool		
Existing Pool Cover - Remove		Includes Disposal
Pool, Above Ground - Drain		EA
Pool, In ground - Drain		Drain to 4'
Pool - Shock / Treat		Treat with Chemicals

Line Item	Price	Unit
Roof		
Tar Patch Roof		Approx. 10 SF (4 patches)
		Approx. 20 SF (8 patches)
		Approx. 30 SF (12 patches)
		Approx. 40 SF (15 patches)
Tarp Roof		Up To 200 SF
		Up To 400 SF
		Up To 600 SF
		Up To 800 SF
		Above 800 SF
Gutters- Clean		Per LF
Winterization		
Winterization (Dry Heat)		1st Unit
Winterization (Dry Heat)		Additional Unit
Winterization (Wet)		1st Unit
Winterization (Wet)		Additional Unit
De winterization		Per Unit
Re winterization		Per Unit
High Pressure Test		Per Unit
Thawing		Minimum Cost
		Less than 1000 SF
		1001 - 1600 SF
		1601 - 2400 SF
		2401 - 3500 SF
Miscellaneous		
Trip Charge & Inspection		
Meet & Greet		Allow Access - Up To 1 Hour
Wait Time / Man Hour		Each Additional Hour

Line Item	Price	Unit
Initial Grass Cut		0 - 10000 SF
		10001 – 15000SF
		15001 – 25000SF
		25001 – 35000SF
		35001 – 1 Acre
Grass Recut		0 - 10000 SF
		10001 – 15000SF
		15001 – 25000SF
		25001 – 35000SF
		35001 – 1 Acre
Trim Tree - Small		Up To 16' - 1st tree
		Up To 16' - EachAdditional
Trim Tree – Medium		Up To 24' - 1st tree
		Up To 24' - EachAdditional
Trim Tree – Large		Up To 50' - 1st Tree
		Up To 50' - ach Additional
Trim Tree - Extra Large		Over 50' - 1st Tree
		Over 50' - ach Additional
Trim Shrubs		1st 10 LF
		Each Additional LF
Vines Removal		1st 20 SF
		Each Additional SF
Snow Removal 2 – Standard		

Terms and Conditions

Warden Maintenance and Renovations LLC's operations are based on Property Preservation Wizard (also known as PPW). This agreement is a mutual understanding between Warden Maintenance and Renovations LLC and Subcontractor. Both parties have contributed equally to its preparation and it will not be biased toward either party. If there is any conflict between this agreement and the law, only the necessary changes will be made to align it with legal requirements.

Warden Maintenance and Renovations LLC wishes to hire Subcontractor to complete a specific contract work according to the provided specifications and contract documents. The Subcontractor agrees to provide the necessary services under the terms and conditions mentioned in this agreement. Both parties hereby agree to the following terms and conditions.

1. SERVICES

The Subcontractor agrees to perform services related to property support, garden care, and property improvements/fixes according to the work orders assigned by Warden Maintenance and Renovations LLC. The Subcontractor will be responsible for determining the systems, details, and procedures for providing these services.

2. RELATIONSHIP

Subcontractor considered as self-employed, independent of Warden Maintenance and Renovations LLC for all purposes. As such, **Subcontractor is solely responsible for paying Subcontractor's own Taxes.** Warden Maintenance and Renovations LLC will submit a 1099 to the IRS, reporting how much the Subcontractor made in a given year; however, Warden Maintenance and Renovations LLC will not withhold or deduct any Taxes from payments made to the subcontractor. Any persons the Subcontractor employs in connection with the performance of its services will be Subcontractor's employees and the Subcontractor will be fully responsible for them. Subcontractor will be responsible for all acts of its employees and contractors. Subcontractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Warden Maintenance and Renovations LLC. Subcontractor has no authority (and shall not hold itself out as having authority) to bind Warden Maintenance and Renovations LLC and Subcontractor shall not make any agreements or representations on Warden Maintenance and Renovations LLC's behalf without Warden Maintenance and Renovations LLC's prior written consent.

3. WORK ORDERS

Subcontractor will be given a Work Order for each venture, which will set forward the due date for each task. Undertaking explicit solicitations/guidelines might be incorporated into the task

Work Order. Inability to pursue/play out all undertaking one-of-a-kind solicitations/directions incorporated into each venture Work Order will be viewed as a noteworthy infraction. It is the obligation of the Subcontractor to know all particulars to which Warden Maintenance and Renovations LLC expects each work request to be finished regardless of whether they are not recorded on the work request itself. Before any additional work can be performed, any subcontractor referred by Warden Maintenance and Renovations LLC must confirm in writing the necessary corrections to the work request.

4. QUALITY CONTROL

Upon completion of a work order, a representative of Warden Maintenance and Renovations LLC may lead an in-office (by means of Photos) or potentially on-location quality control investigation of the work finished, taking note of infractions or inadequacies. If there are any deficiencies or violations, the subcontractor will promptly return to the property upon request by Warden Maintenance and Renovations LLC and rectify the issues within 24 hours of the request being made. If a subcontractor has to revisit the property to fix any corrective actions, Warden Maintenance and Renovations LLC may reimburse him/her gas money also known as a trip fee to fix the issue as required.

5. LABOR SUPERVISION & MANAGEMENT

Subcontractor will supply all labor, tools, and equipment required to perform the services under this Agreement. Subcontractor has the sole obligation and responsibility to supervise, manage, direct, and perform the projects specified in the Work Order. Warden Maintenance and Renovations LLC is committed to complying with the Immigration and Reform Control Act. Subcontractor and all members of the Subcontractor's crew must be lawfully permitted to work in the United States. Subcontractor shall indemnify, defend and hold Warden Maintenance and Renovations LLC harmless for any violations relating to immigration and work residency violations. Warden Maintenance and Renovations LLC will be happy to oblige with material purchases or phone sales for any specific repairs. In that case, Warden Maintenance and Renovations LLC will deduct the materials cost from the original total approved amount to perform specific repairs/works.

6. CONDUCT & SAFETY

The Subcontractor and all crewmembers shall wear appropriate, non-offensive clothing while performing all work and services. No member of the crew is permitted to be shirtless at any time. All members of the subcontractor crew shall act professionally and courteously at all times and especially when interacting with a property owner or client of Warden Maintenance and Renovations LLC. The members of the Subcontractor crew shall refrain from any profanity while on the job site. The members of the Subcontractor crew shall not enter or request permission to enter a client residence unless there is prior written approval from Warden Maintenance and Renovations LLC. Subcontractor shall not solicit any additional work of any kind or any additional

payment for work performed from any Warden Maintenance and Renovations LLC client. Smoking of any kind, alcohol Consumption, and/or the use of any illegal/controlled substance is strictly prohibited while members of the Subcontractor crew are on the job site. Subcontractor shall adhere to the latest Occupational Safety & Health Administration guidelines, including, but not limited to, the use of any required safety gear e.g. Helmets, goggles, harnesses, etc. Subcontractor shall be responsible for payment of any fine or penalties relating to worksite safety. All crewmembers must be at least 16 years of age. Children are not allowed to be on-site even if a parent is present.

7. COMPLETION, PHOTOS & PAYMENT

A Work Order is not considered complete until all specified work is completed, all tools belonging to the Subcontractor are removed, and the job site is cleared of all work-related waste and trash. Subcontractor is not entitled to any payment unless the Work Order is viewed as fully complete by Warden Maintenance and Renovations LLC and its clients. Subcontractor is not entitled to partial payment if the work was partially complete. Subcontractor shall prepare and send to Warden Maintenance and Renovations LLC a detailed digital photo catalog of each completed Work Order. Each photo should clearly show that it was taken at the property specified in the Work Order by, at minimum, photographing the street sign, house number, and front of the home. Although most Work Orders have specifically required photos, Subcontractor should at minimum Take before, during, and after photos of each Task completed and the aforementioned photos if applicable. Photos shall be sent by Subcontractor to Warden Maintenance and Renovations LLC via PPW. The Subcontractor shall have no right to payment unless adequate photos have been received by Warden Maintenance and Renovations LLC via PPW and approved by Warden Maintenance and Renovations LLC and its clients. It is the Subcontractors' responsibility to house all data, including but not limited to; invoice amounts, addresses, work order numbers, photos of work completed, and dates completed. Warden Maintenance and Renovations LLC is not liable for any lost data submitted by Subcontractor and Subcontractor may be required to resubmit invoices at no additional cost to Warden Maintenance and Renovations LLC.

8. POTENTIAL BID WRITING BONUS

Bid writing bonus of \$5-\$10 may be provided by Warden Maintenance and Renovation LLC for providing supporting photos and estimates with appropriate tape measurement.

9. PAYMENT DISPUTES & REMEDIES

If Subcontractor has not received payment on an order or "short paid" (paid less than the total agreed amount), Subcontractor shall create a dispute in PPW under the "Form & Docs" Tab by completing the Pay Dispute Form (if PPW was the issuing System). If Subcontractor no longer has access to PPW, due to termination of business relationship or otherwise, Subcontractor must send an email to its account manager stating the Work Order numbers and street addresses for each order that was short-paid or not paid. Subcontractor has 15 days from the original payment date

to dispute short payments or Subcontractor has 15 days after the expected payment date (30 total days) to dispute any payment. After these time-periods, the order payments are closed and no further payments will be issued. Subcontractor waives and releases all claims for payments from Warden Maintenance and Renovations LLC, which are not disputed by Subcontractor within the time period, set forth above, including but not limited to all work/services performed by Subcontractor which pre-date this Agreement. It is the Subcontractor's responsibility to keep track of the Work Order numbers for each Work Order completed. Any type of payment dispute is evaluated on an individual Work Order basis. Example: If Subcontractor believes it completed 50 Work Orders in a given week, but only received payment for 40 Work Orders, it is the Subcontractor's responsibility to let Warden Maintenance and Renovations LLC know the Work Orders numbers for each order it believes it was paid for.

In the event of a dispute as to payment or completion of a Work Order, the Subcontractor agrees as follows:

- **Subcontractor shall not contact the property owner or client of Warden Maintenance and Renovations LLC.**
- **Subcontractor shall not file any liens against the property** and although Subcontractor may have rights under state law to execute and file liens for non-payment of invoices the unsigned Subcontractor does hereby waive and release any and all lien rights in connection with any work performed or claimed to have been performed on behalf of Warden Maintenance and Renovations LLC and Subcontractor agrees that any lower tier subcontractors of Subcontractor shall waive and release their lien rights by executing the lien waiver form/link posted on the Warden Maintenance and Renovations LLC website.
- Subcontractor agrees that all payment disputes shall be settled directly with Warden Maintenance and Renovations LLC and that there shall be no posted complaints by Subcontractor about Warden Maintenance and Renovations LLC on the internet or any other type of message board.
- Subcontractor agrees that any disputes pertaining to invoices shall be first submitted to mediation before Subcontractor initiates any action in a court of law and in which case Subcontractor consents and agrees that any and all litigation shall be filed in Minnesota. In the event of any court action the Subcontractor hereby irrevocably waives fully permitted by law all rights.

10. PAYMENT TERMS

Warden Maintenance and Renovations LLC agrees to pay the Subcontractor (for services that are rendered and completed) within 7-15 days of submission into PPW. Subcontractor may be on a pay schedule (weekly, monthly, or otherwise) to be paid much sooner. Warden Maintenance and Renovations LLC may establish a course of dealing with Subcontractor for payment on a weekly basis or otherwise however in no event shall any course of dealing establish an obligation

for Warden Maintenance and Renovations LLC to pay Subcontractor for services rendered and determined complete any sooner than within 7-15 days of submission into PPW.

11. INTELLECTUAL PROPERTY

Warden Maintenance and Renovations LLC is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the services performed this Agreement (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights therein. Subcontractor agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Warden Maintenance and Renovations LLC. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Subcontractor hereby irrevocably assigns to Warden Maintenance and Renovations LLC, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Upon Warden Maintenance and Renovations LLC's request, Subcontractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Warden Maintenance and Renovations LLC to prosecute, register, perfect, record or enforce its rights in any Deliverables. If Warden Maintenance and Renovations LLC is unable, after reasonable effort, to obtain Subcontractor's signature on any such documents, Subcontractor hereby irrevocably designates and appoints Warden Maintenance and Renovations LLC as Subcontractor's agent and attorney-in-fact, to act for and on Subcontractor's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if Subcontractor had executed them. Subcontractor agrees that this power of attorney is coupled with an interest.

12. CONFIDENTIALITY

To the extent that, in connection with this agreement, Subcontractor comes into possession of any proprietary or confidential information of Warden Maintenance and Renovations LLC or of Warden Maintenance and Renovations LLC's client and if Warden Maintenance and Renovations LLC discloses any other proprietary or confidential information of a third party to Subcontractor (collectively, the "Confidential Information"), Subcontractor agrees to use such Confidential Information solely for the purposes of the applicable Work Order and not to disclose such Confidential Information to any third party without the prior written consent of Warden Maintenance and Renovations LLC. The terms of this Agreement, the Warden Maintenance and Renovations LLC software system, client information and lists, information about the properties serviced by Warden Maintenance and Renovations LLC, and all information pertaining to Warden Maintenance and Renovations LLC's business operations & strategies, pricing, marketing, finances, sourcing, personnel or operations, shall all be considered Confidential Information. Confidential Information does not include any information that is or becomes generally available to the public other than.

13. PERFORMANCE

Subcontractor may not assign this Agreement or any duties or obligations under this Agreement without obtaining the written consent of Warden Maintenance and Renovations LLC in advance. Warden Maintenance and Renovations LLC agrees to comply with all reasonable requests of Subcontractor necessary for the performance of Subcontractor's services to be performed under this Agreement. Warden Maintenance and Renovations LLC agrees to pay Subcontractor for services in accordance with the description of services and compensation schedule established by the parties incorporated herein by reference (the "Pricing Schedule").

14. BACKGROUND CHECKS

Subcontractor will be **required to have an annual background screening by an Aspen Grove Background check (ABC)** independent third-party agency specializing in both social and criminal reporting. Failure to submit the background screen will result in immediate termination of the subcontract agreement. Furthermore, Subcontractor is responsible for performing background checks on all of its employees and maintaining up-to-date files with this information.

15. TERMINATION

Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving written notice to the other party.

This Agreement shall terminate automatically on the occurrence of any of the following events:

- Bankruptcy or insolvency of either party.
- Death or dissolution of either party.
- Assignment of this Agreement by Subcontractor without the consent of Warden Maintenance and Renovations LLC.

16. ARBITRATION

Any and all disputes or claims between Warden Maintenance and Renovations LLC and the Subcontractor arising out of this Subcontract shall be resolved by binding arbitration according to applicable Rules of Arbitration in New York. In so agreeing the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

17. SEVERABILITY

In the event that any arrangement of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the arrangements will regardless proceed in full

power without being impeded or negated in any capacity. This Agreement will be represented and translated as per the laws of the State of New York.

18. ENTIRE AGREEMENT

This Agreement overrides any different assertion's, both oral and composed, between the parties regarding the rendering of services by Subcontractor for Warden Maintenance and Renovations LLC and, together with the Work Orders and Pricing Schedule, contains the majority of the contracts and understandings between the parties concerning the rendering of these services, in any way at all. Any alteration of this Agreement will be effective just in the event that it is recorded as a hard copy marked by the two parties.

19. GOVERNING LAW AND RULES OF CONSTRUCTION

The validity, interpretation, and performance of this Subcontract shall be governed by the laws of the jurisdiction where the Project is located or the laws of the State of Georgia as chosen by the parties. Titles, captions, or headings to any Provision, article, etc., shall not limit the full contents of the same. These articles have the full force and effect as if no titles Existed. This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives, and heirs of the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR

Authorized Signature and Date

WARDEN MAINTENANCE AND RENOVATIONS LLC

Authorized Signature and Date