

# VENDOR AGREEMENT

You ("Vendor") have requested that Caliber Trust, LLC a Florida Limited Liability Company, Equifirst Properties, LLC a Delaware Limited Liability Company, and/or affiliates ("CTR, LLC") consider to enter into an agreement for the renovation of real property.

Vendor acknowledges and agrees that: (i) in executing and entering into this Agreement, CTR, LLC is acting as property manager of various properties, which may in certain instances be owned, in whole or in part, directly or indirectly, by affiliates of CTR, LLC, and (ii) the Services (as defined below) to be performed by Vendor in connection with this Agreement will be performed for CTR, LLC in its role as property manager.

This Agreement serves to provide general terms and conditions as it relates to services and products provided to CTR, LLC by Vendor through the bid submission. In the event of a contradiction between the terms in the Purchase Order and this Agreement, the latter shall govern.

## 2. COMPENSATION.

(a) Fees and Expenses. In consideration for the services to be provided by Vendor pursuant to Bid Sheet, Vendor shall be paid on a draw basis schedule predicated on completion of work. Vendor shall receive 25% upon the execution of the contract, 25% once the project reaches fifty percent completion, and the balance of 50% upon a final inspection and the property is deemed complete by CTR, LLC and/or its affiliates.

(b) Vendor is required to take daily pictures of all the work completed and a weekly video of the interior and exterior of the property. Failure to do so will result in a \$50 deduction for every day that CTR, LLC does not receive documented photos uploaded to the portal and a \$100 deduction if a weekly video is not uploaded to the portal. These deductions shall be reduced from the total contract price between the Vendor and CTR, LLC for the specific Job.

3. TERM. Time is of the essence in performing the work set forth in this Agreement. This Agreement shall be effective from the date of Vendor's acceptance via DocuSign.

## 4. TERMINATION.

CTR, LLC shall have the exclusive right, at any time and for any reason (with or without cause), to terminate this Agreement without penalty, and without prejudice to any other rights or remedies that CTR, LLC may have, upon delivery of written notice of such termination to Vendor. Upon receipt of such notice, Vendor shall discontinue its performance of the Services as promptly as is reasonably possible and shall not incur hereunder, or bill CTR, LLC for, further charges. Unless Vendor is in breach of this Agreement, CTR, LLC shall remain obligated to compensate Vendor for then-outstanding sums for Services performed in accordance with this Agreement prior to termination. If CTR, LLC has not issued a Purchase Order to Vendor for a period of three (3) years, this Agreement shall automatically terminate.

5. CONFIDENTIALITY. Vendor shall not disclose to any third party any information received or gained in the performance of the Services or any of the documents or information which it receives from CTR, LLC, except as may be required by law (provided Vendor shall give notice to CTR, LLC prior to disclosing any information required to be disclosed by law). The requirements of this Section 5 shall survive the termination of this Agreement.

6. WARRANTY OF PERFORMANCE. Vendor will provide the Services and deliverables in accordance with no less than the standards of care, diligence and professionalism, and the levels of skill, knowledge and judgment normally practiced by nationally recognized businesses performing services of a similar nature. All such Services and deliverables shall be provided with such warranties as are customarily provided by reputable, nationally recognized businesses performing services of a similar nature. In the event of a further warranties required with the performance of work, as evidenced in a specific Purchase Order or contract, Vendor shall provide such warranty.

## 7. INDEMNIFICATION.

### (a) Indemnification.

(a) Indemnification by Vendor. Vendor shall indemnify, defend with counsel reasonably acceptable to CTR, LLC and hold harmless (i) CTR, LLC, (ii) CTR, LLC's affiliates and subsidiaries, (iii) any property owners who own property for which Services are performed, and (iv) the employees, directors, officers, shareholders, members, representatives and agents of all of the foregoing (collectively, the "CTR, LLC Indemnitees"), from and against all liability, claims, suits, losses, damages, costs and demands arising at any time out of or in connection with (I) Vendor's performance of Services and any other services under this Agreement, (II) Vendor's breach of any of the provisions of this Agreement, (III) Vendor's, or its officers', employees', agents' or representatives' gross negligence or willful misconduct, (IV) the violation of any applicable law, rule, regulation, order or other requirements of any governmental or quasi-governmental authority relating to the Services or this Agreement, (V) bodily injury or death of any person or damage to real or tangible personal property caused, directly or indirectly, by Vendor or its employees, officers, agents or representatives, (VI) any workers' compensation claims that are made by the employees or contractors of Vendor, or (VII) otherwise in connection with this Agreement.

(b) Indemnification by CTR, LLC. CTR, LLC shall indemnify, defend, and hold harmless Vendor and its employees, directors, officers, shareholders, members, representatives, and agents, from and against all liability, claims, suits, losses, damages, costs and demands relating to CTR, LLC's performance of its obligations under this Agreement, to the extent caused by the gross negligence or willful misconduct of CTR, LLC.

(c) The terms of this Section 7 shall survive the termination of this Agreement.

8. INSURANCE. Insurance described in this Section 8 shall be maintained during the term of the Agreement and until the end of any applicable periods during which CTR, LLC, any CTR, LLC Indemnitees, or any person or entity claiming by or through CTR, LLC or any CTR, LLC Indemnitees could suffer losses, damages, costs, liabilities or otherwise bring a claim in connection with the Services, this Agreement, or any applicable insurance policies. Vendor shall maintain insurance in the following amounts:

(i) Professional errors and omissions liability insurance, including contractual and prior acts sufficient to cover the Services provided under this Agreement, with a limit of no less than \$1,000,000 and a deductible amount not to exceed \$25,000, if required by law or commercially standard for the vendor's industry,

(ii) Commercial general liability insurance covering bodily injury and property damage, with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate,

(iii) Automobile liability insurance covering bodily injury and property damage, with a limit of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate,

(iv) Worker's compensation insurance in the amount or amounts required by applicable law, and

(v) A waiver of subrogation applies in favor of the additional insureds

The requirements of this Section 8 shall survive the termination of this Agreement.

9. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall in any way be construed to constitute Vendor as an agent, employee, or representative of CTR, LLC. Vendor will have no authority to enter contracts that bind CTR, LLC or create obligations on the part of CTR, LLC without the express prior written authorization of CTR, LLC. Instead, Vendor's relationship with CTR, LLC will be that of an independent contractor performing the Services. To the extent applicable, Vendor agrees to furnish (or reimburse CTR, LLC for) all tools and materials necessary to accomplish the Services and shall incur all expenses associated with such performance. Vendor will not be eligible for any employee benefits, nor will CTR, LLC make deductions from payments made to Vendor for taxes. Vendor acknowledges and agrees that Vendor is obligated to report as income all consideration that Vendor receives under this Agreement, and Vendor acknowledges and agrees to pay all self-employment and other taxes thereon. Vendor further agrees to indemnify CTR, LLC and all CTR, LLC Indemnitees and hold them harmless to the extent of any obligation imposed on CTR, LLC or any CTR, LLC Indemnitees to pay withholding taxes or similar items or resulting from Vendor's being determined not to be an independent contractor. The foregoing indemnity shall survive the termination of this Agreement.

10. NOTICES. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to the other party when served personally or when deposited in the United States mail, certified, or registered, postage prepaid, return receipt requested or when delivered via reputable overnight courier service (such as UPS or FedEx). If such notice, demand, or other communication is served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand, or other communication is given by mail, service shall be conclusively deemed given five (5) business days after the deposit thereof in the United States mail, addressed to the party to whom such notice, demand or other communication is given, as hereinafter set forth below. If such notice, demand, or other communication is given by such reputable overnight courier service, service shall be conclusively deemed given the business day after it is sent with such service, addressed to the party to whom such notice, demand or other communication is given, as hereinafter set forth below.

To CTR, LLC:

Lisette Valladeres  
Caliber Trust Rentals, LLC.  
1801 Indian Rd Suite 103  
West Palm Beach, FL 33409  
T 561-249-1266

11. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

12. WAIVER. The failure of either CTR, LLC or Vendor to require the performance of any provision of this Agreement shall in no way affect the respective rights of CTR, LLC or Vendor to enforce such provision, nor shall the waiver by CTR, LLC or Vendor of any breach of any provision be construed to be a waiver of any succeeding breach or as a waiver or modification of such provision.

13. GOVERNING LAW: DISPUTE RESOLUTION. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, County of Palm Beach. Any dispute, controversy or claim arising out of or relating to this Agreement (other than any claims for injunctive or equitable relief), including, but not limited to, the interpretation, breach, or termination hereof, shall be brought in this jurisdiction.

14. ATTORNEYS' FEES. In any court or arbitration proceeding brought by one party hereto against the other to enforce or interpret the terms of this Agreement, or to resolve any dispute concerning any part of the Services, the party prevailing in such proceeding shall be entitled, in addition to such other relief as the court may grant, to an award of its legal costs, including the reasonable fees and disbursements of its attorneys. This Section 18 shall survive the termination of this Agreement.

15. COMPLIANCE WITH LAWS. Vendor agrees to comply with all laws, ordinances, statutes, codes, rules, regulations, orders, interpretations, and decrees of governmental or quasi-governmental authorities in connection with the Services and this Agreement.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CTR, LLC Signature

\_\_\_\_\_  
Date