

## PREFERRED VENDOR AGREEMENT

Balco Properties Vendor Program (PREFERRED VENDOR) requires participating vendors to sign the PREFERRED VENDOR Agreement. In addition, every PREFERRED VENDOR is required to adhere to the PREFERRED VENDOR Program Administrative Guidelines

It is important that every PREFERRED Vendor sign a PREFERRED VENDOR Agreement because:

- It ensures that PREFERRED Vendors are fully aware of all expectations and requirements before they engage with Balco Properties, reducing risk, cost and improving the quality and timeliness of work.
- Balco Properties can move directly into the process of bidding and engaging PREFERRED Vendors, without completing a separate contract for each project. This saves time and money.

As part of the PREFERRED VENDOR Agreement, each vendor is required to comply with the material covered in the PREFERRED VENDOR Program Administrative Guidelines which clearly outlines the requirements PREFERRED Vendors are expected to follow, including:

- Statements of Work requirements
- The Company travel policy
- Invoice Requirements
- Vendor subcontractor reporting
- The Company trademarks
- PREFERRED Vendor Levels
- Pre-placement policy
- Vendor Code of Conduct

In most cases, once a PREFERRED VENDOR Agreement is signed, no additional contracting with a PREFERRED Vendor will be required. The PREFERRED Vendor can begin work as soon as a Work Proposal is issued and is approved by Balco Properties.

**Work Proposal** - Vendor will not start work without an acceptable form of Proposal. A Proposal should be created for every project and have received an approved signature from Balco Properties before work commences.

**Performance Reviews** – Upon Balco Properties' request, the vendor will meet with Balco Properties for periodic performance reviews.

**Use of Balco Properties Facilities and/or Equipment** - Vendor agrees that it will not use Balco Properties' facilities and/or any Balco Properties' equipment (including any equipment owned, leased, or rented by the vendor for performing its obligations under the PREFERRED VENDOR Agreement) to perform services for any person or entity other than Balco Properties, without the prior written consent of Balco Properties.

**Remove or Replace Employees Working on the Balco Properties Account** -

Vendor agrees that if as a result of complying with business reason, Balco Properties requests the vendor to promptly remove from or replace any employee or subcontractor it has assigned to work on the Balco Properties account, the vendor will do so.

**Financial Information** - Within ten (10) days after the vendor learns that it has become or will become Insolvent, they shall submit financial statements to Balco Properties in sufficient detail to allow Balco Properties to determine whether the vendor shall be capable of continuing to perform its obligations hereunder.

**Non-Exclusive; No Minimums** - The parties hereto agree that nothing contained in the Agreement or any Work Proposal shall be construed as creating an exclusive relationship between the parties.

**Account Manager** - Vendor will assign one person at their company to act as an account manager to Balco Properties and will remove the account manager at Balco Properties request.

**Payment terms** - Vendor will invoice Balco Properties immediately upon completion of work and will give Balco Properties a 2% discount if they are paid within 10 days of invoice date. Otherwise, Balco Properties will pay full invoice amount in 60 days.

**Non-Disclosure Agreement -**

The vendor will not disclose any information gathered in their work with Balco Properties to any third party or tenant without Balco Properties' knowledge. The vendor will take reasonable security precautions to safeguard Balco Properties' property and customer information.

**Privacy -**

Balco Properties owns all information about its customers. Vendor will use customer information only as needed to conduct the work they have been hired to do. Vendor will take reasonable steps to secure customer information and not disclose it to third parties without Balco Properties' express permission.

**Ownership** - Both parties agree that each has and retains ownership rights to their own confidential information during and after the termination of work.

**Subcontracting of work** – Vendor shall not subcontract all or any portion of the work to third parties ("Subcontractor") without the express prior written consent of Balco Properties. In the event Balco Properties approves the use of a Subcontractor, vendor agrees to do so in compliance with the conditions addressed in the Agreement.

**General Indemnification** - Vendor agrees to hold Balco Properties harmless for any and all claims, damages, or losses they may incur. This is a one-way indemnification; Balco Properties does not agree to hold the vendor harmless.

**Force Majeure** - If the vendor is unable to perform the work and this inability exists for more than a week Balco Properties has the right to terminate the contract.

**Other –**

- Terms of Agreement: Outlines the period of time during which the Agreement shall be in effect.
- Taxes: Vendor is responsible for their own taxes due.
- Insurance Required: Vendor must have insurance as required and list Balco Properties as an insured. Insurance Certificate must reside with Balco Properties before work commences.
- Audit: Balco Properties has the right to audit vendors to ensure compliance with the contract terms and they will keep all records that are needed to conduct the audit.
- Trademarks: Vendor will not use Balco Properties' trademarks or company name.
- Relationship of Parties: Nothing about this contract implies any relationship other than a work for hire. Vendor is not a "partner" in any way and cannot conduct business on our behalf.

**Agreed and Signed by:**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**its:** \_\_\_\_\_

**Date:** \_\_\_\_\_