



## **Vendor Agreement**

The purpose of this Agreement is to set a basic understanding of the policies and procedures that Hawk Mgmt, Inc. has with regards to its vendors, and while this is not an all-encompassing agreement, it strives to lay down some of the basics:

Hawk Mgmt, Inc. has a philosophy of integrity, honesty and professionalism for our investors and residents.

This Agreement applies to Contractor, your employees, and Contractor's subcontractors.

Hawk Mgmt, Inc. is an agent for the owner; as such they have a fiduciary responsibility as to when work is initiated and when payment is made.

When working with Hawk Mgmt, Inc. all undersigned vendors, contractors and/or independent contractors must comply with the provisions contained in this Agreement.

**1. Insurance and Taxes:** Contractor shall maintain and provide Hawk Mgmt, Inc. with their Tax ID number (W-9) and a copy of Contractor Business Liability Insurance, Comprehensive General Liability Insurance, Workers Compensation Insurance, in amounts satisfactory under state law. Such documentation must be provided to Hawk Mgmt, Inc. before any work can be assigned.

**2. Employees:** Contractor verifies that no person in their employ, working on any property for Hawk Mgmt, Inc. has ever been convicted of a felony offense related to burglary/theft, drugs, sex related crimes, acts of violence against another person or property, etc.

**3. Assignment of Work Orders:** It is agreed that no part of the work or other obligations herein may be assigned by the Contractor to another Contractor, subcontractor, or business without written permission from Hawk Mgmt, Inc.

**4. Resident Contact:** Contact residents within 24 hours after receiving a work order, unless deemed an emergency, to arrange for an appointment to make the repair. Emergency work shall be done by Contractor as soon as reasonable. Identify yourself when contacting tenants/residents and advise them that Hawk Mgmt, Inc. has requested the work to be performed. Residents must be given a twenty-four (24) hour notice of entry, prior to work being performed. If the tenant/resident denies Contractor access, will not call back, or Contractor is unable to perform or complete the task for whatever reason, contact Hawk Mgmt, Inc. immediately.

**5. Scheduling:** Work orders are to be performed in a timely, thorough and efficient manner to the satisfaction of, in accordance to the work order, and standards of workmanship and acceptability, of Hawk Mgmt, Inc. and the owner of the property. Any work that does not meet the above requirements, will be promptly corrected by the Contractor at his expense, including the cost of labor and materials. Contractor shall not enter a unit if only a minor is present. Contractor may only enter an occupied unit if someone over the age of 18 is present.

**6. Keys:** If keys are provided to Contractor, the keys must be returned promptly after the work has been completed. If keys are obtained via a lockbox on the door of the residence, replace them in the lockbox before leaving the premises. DO NOT remove keys from the property. If keys are not returned within two days after completion of work, doors will be re-keyed at Contractor's expense.

**7. Preventative Maintenance and Checking CO and Smoke Alarms:** While at the property, inform Hawk Mgmt, Inc. of any "preventative" maintenance needed such as inadequate lighting, water leaks, loose hand rails, step or railings, leaking gutters, dripping faucets, faulty smoke or Carbon Monoxide detectors, etc. If Contractor is a General Maintenance Contractor all smoke and Carbon Monoxide detectors are to be checked each time Contractor is at the property. Please report any possible nuisance issues such as drug use, filth, and/or damage to the property. Hawk Mgmt, Inc. deems Contractor an expert in their field and many times will call upon that expertise to determine who is responsible for the damage and/or repair; the Owner or the Tenant/Resident.

The Contractor agrees and unless otherwise directed by a representative of Hawk Mgmt, Inc., to never express an opinion of who is to blame in front of an Owner or a Tenant/Resident nor tell the resident their opinion as to what the management company should do relating to work.

**8. Additional Work:** If, while at the property, any additional repairs are needed, contact Hawk Mgmt, Inc. for approval prior to doing any additional work. Only authorized repairs are to be done. Contractor warrants and agrees that both the materials supplied, and the work performed will comply with the work order issued.

**9. Notice of Entry:** Leave a business card on the kitchen counter to inform the tenant/resident that Contractor has entered the home. In addition, leave a note giving the status of the repair, and if the repair has not been completed, inform tenants when you will be back to complete the job.

**10. Job Site Care:** Clean up before leaving the property, remove all scrap materials and trash including any safety hazards. Please be conscious of tracking in mud or dirt onto the flooring. If the resident's belongings need to be moved, please return them to their proper place. Please refrain from using the tenant/resident's private restroom facilities.

**11. Utilities and Lock Boxes:** Contractor agrees to conserve all utilities during work. Turn thermostats to 60 degrees during the winter months, 80 degrees during the summer months and leave in the off position during the spring and fall months in the vacant units. Never adjust the thermostat if the property is occupied. When leaving a property check all windows or doors to make sure they are locked and secured, and that all lights turned off. Contractor agrees to keep lock box codes confidential. Additionally, contractors agree to replace keys in lock boxes, close the lock box, and scramble the combo numbers. Do not put too many keys in the lockbox as this will cause it to jam. Contractors are to notify Hawk Mgmt, Inc. immediately if lock boxes are found open, keys are missing or when any door or window is found open or not in the locked position. Contractor is not permitted to copy keys for any reason without permission.

Vendor Initials: \_\_\_\_\_  
Broker License: 01924661

Revised: November 20, 2020

**12. OSHA, Lead Based Paint and Biohazards:** All contractors agree to comply with OSHA requirements. Prior to commencing work on any painted surface, the area will be tested for lead. If area is found to have lead-based paint, provide proper documentation to Hawk Mgmt, Inc and to the resident before starting the work and follow proper protocol for work to be performed. If a property is found to have asbestos contact Hawk Mgmt, Inc. immediately for instructions on how to proceed. No work is to be performed without the express knowledge of Hawk Mgmt, Inc. if in fact a biohazard exists. If **any** biohazard work is performed that was **not** approved by Hawk Mgmt, Inc., such as mold, asbestos, sewage, lead based paint, etc., Contractor will be asked to stop work and Contractor's insurance company will be contacted. Contractor will be responsible for costs of mitigation and the State of California Air Quality office will be notified of the spill or illegal activity.

**13. Behavior and Appearance:** Keep in mind that Contractor is representing Hawk Mgmt, Inc., Contractor and their employees are expected to treat the tenants/residents in a professional and respectful manner. Appearance must be neat and clean, refrain from offensive behavior and language, a professional demeanor maintained at all time when working on properties. No smoking, drinking, or eating at the property is allowed.

**14. Billing, Invoices and Payment Cycle:** Most of our work orders will include an "up-to limit" which is the maximum dollar amount Hawk Mgmt, Inc. is allowed to authorize without contacting the owner. However, this does not give you the automatic approval to bill that amount. All expenses must be justified. If you overbill a client, there is a chance that we may lose them, and in return you will lose another opportunity for a job. We work hand-in-hand. You, the vendor, need to make us look good so that we can continue to give you more work. Should we lose a client because of an exaggerated bill, we may terminate our working relationship with you. The idea is to keep expenses to a minimum but to get the job done in a professional way.

It is good practice to take before and after pictures of the jobs that you do. That way, if there are any questions by the owner, we can share the pictures with them and show them what the situation was before the repair and what it is after the repair. For bigger jobs, Hawk Mgmt, Inc. will require that you submit these pictures before payment is made.

Invoices must be submitted to [billing@hawkmgmt.com](mailto:billing@hawkmgmt.com) within 14 days of completion of work. The invoices should include a description of the work performed and/or work needed. If work order has several different items, be specific and break out the costs for each item, as some charges may be billed to the Owner or the Resident. Invoices will not be accepted past thirty (30) days from the completion date. All invoices will be paid within twenty-one (21) days of receipt, provided there are no discrepancies. To get paid faster, please provide us with your bank account and routing number so that we can deposit the funds directly to your account instead of mailing you a check. No invoice will be paid if Hawk Mgmt, Inc. does not have the most current certificate of insurance for liability and workers' compensation insurance for the Contractor.

**15. Indemnification:** To the fullest extent permitted by law, the Contractor will defend, indemnify and hold harmless, Hawk Mgmt, Inc., from all damages, losses and expenses, including attorney's fees, from any claims or damages of any kind resulting from the performance of this Agreement, but only to the extent caused in whole or in part by any negligence of Contractor or any of its subcontractors, agents or employees.

**16. Default and Remedies:** Any of the following acts, actions or inactions by the Contractor shall constitute a material default in Contractors performance under this Agreement:

- (A) Contractors failure to perform the work under this Agreement or to furnish materials in connection, therewith, in an expeditious and efficient manner or to keep a reasonable number of employees working at all time on said work.
- (B) Contractors failure to pay any of its bills when due, whether for labor or material.
- (B) Contractor is or is about to become insolvent, bankrupt or, in the opinion of Hawk Mgmt, Inc., financially unable to complete the work order in accordance with its terms:
- (C) Contractors failure to comply with any of the terms of this Agreement.

In the event of a default, within forty-eight (48) hours from the time of dispatch of said notice, Hawk Mgmt, Inc. may without further notice engage another Contractor. The amount paid to such other Contractor or incurred by including reasonable overhead, profit, and attorney fees in completing the work to be done under this Agreement shall be deducted from any sums payable to Contractor. Should said amount exceed the balance due to Contactor, then in the event of any default as specified herein, the payment schedule specified in the Agreement shall be of no force and effect, and no monies whatsoever shall be due to Contactor until the whole of the work to be performed under this agreement has been completed to satisfaction. To completing such work, Hawk Mgmt, Inc. is hereby authorized to take possession of and use all materials on the job site as well as material in the course of preparation wherever located. Nothing in this paragraph shall limit any other remedies or rights has under any other provision of law or this Agreement. In the case of any legal action taken to enforce this Agreement, the prevailing party shall be awarded costs and reasonable attorneys' fees.

**17. Fair Housing:** Hawk Mgmt, Inc. is an equal opportunity housing provider. We fully comply with the federal Fair Housing Act. We do not discriminate against any person because of race, religion, sex, handicap, familial status, color, or national origin. We also comply with all state and local Fair Housing Laws. Compliance with the Fair Housing Act is expected of all Contractors working for Hawk Mgmt, Inc.

**18. Sexual Harassment:** Hawk Mgmt, Inc. takes Sexual Harassment very seriously. Contactor, Contractor's employees, and Contractor's subcontractors shall not, under any circumstance, harass a tenant. Any Sexual Harassment complaints will be handled to the full extent of the law.

**19. Terms:** The terms and conditions of this agreement shall remain in effect for all future work performed by Contractor unless a specific agreement signed by both parties is entered into to change this ongoing condition of this Agreement.

Legal Name of Company: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone numbers: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Federal ID Number: SSN (if sole proprietor): \_\_\_\_\_  
EPA Lead-Based Paint Certificate: \_\_\_\_\_  
What areas do you service? \_\_\_\_\_  
3 references: \_\_\_\_\_

Attach the following:

- \_\_\_\_\_ Copy of License
- \_\_\_\_\_ General Liability Insurance
- \_\_\_\_\_ Workman Comp Insurance
- \_\_\_\_\_ Bond
- \_\_\_\_\_ EPA Certification
- \_\_\_\_\_ W-9
- \_\_\_\_\_ A voided check which includes routing and bank account information.
- \_\_\_\_\_ 3 references

Contractor has reviewed and agrees to the terms of this Contract. Contractor also agrees that it is the Contractors obligation to educate their crews with the above.

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

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