



## VENDOR AGREEMENT

THIS AGREEMENT dated as of \_\_\_\_\_, 20\_\_\_\_ is made between FS Prevention, Inc. (FSP), located at 4170 Veterans Memorial Highway, Bohemia, NY. 11716 and \_\_\_\_\_ and will serve as the Subcontractor/Vendor Agreement between the two parties. The purpose of this agreement is to cover all work requested by FSP from the above listed Subcontractor/Vendor at any time following the date of this Agreement. Exceptions to any terms and conditions must be specifically agreed to in writing by FSP and the Subcontractor/Vendor.

### 1. **DURATION OF SERVICES:**

- By signing this agreement, both parties agree that the services listed in this Agreement shall begin on the date listed above and will be in effect for a duration of 2 years.
- After the completion of the first year, FSP reserves the right to amend the Agreement as needed.

### 2. **SCOPE OF SERVICES:**

FSP names the Subcontractor/Vendor as a subcontractor providing services.

- The Subcontractor/Vendor represents FSP to all clients and is required to ensure that its employees are appropriately trained.
- Any technician representing FSP must have all necessary certificates and/or licenses as required for each work order and specific trade.

### 3. **INVOICING REQUIREMENTS:**

- The Subcontractor/Vendor is required to submit a detailed invoice for all work completed on FSP's behalf within 30 days of work completion. FSP reserves the right to require shorter invoice turnaround due to a specific client needs and expectations upon request.
- Vendor specific payment terms with FSP will be noted at the end of this agreement as agreed upon by both parties.
- FSP will not accept liability for payment of any invoices received more than 60 days after all products or services have been provided in full.

### 4. **OBLIGATION OF SUBCONTRACTOR/VENDOR:**

- The Subcontractor/Vendor is required to pay all license and occupation fees. In addition, the Subcontractor/Vendor is required to pay all income, sales, and any other taxes as required by state or federal law on behalf of FSP.
- The Subcontractor/Vendor is required secure all permits and licenses necessary for the accomplishment of the Work to be performed and must comply with all local laws and regulations.
- The Subcontractor/Vendor is required to supply all necessary labor, material, equipment, and supervision in order to complete all of the Work assigned by FSP. Technicians are required to work in a safe and expeditious manner at all times.
- All Work is to be performed in a good and workmanlike manner by qualified and efficient workers in compliance to best standard practices. Technicians are required to use all appropriate safety devices while representing FSP to clients. If FSP is notified by its client(s) that work is not to standard, the Subcontractor/Vendor is required to make all repairs for up to 6 months at no cost to FSP.
- The Subcontractor/Vendor is required to ensure all work done on FSP's behalf is done by their own employees and will be paid direct from the Subcontractor/Vendor. FSP takes no liability for payment direct to Subcontractor/Vendor's employees.
- The Subcontractor/Vendor will not sub-contract any work to another company unless agreed in writing by both the Subcontractor/Vendor and FSP.
- FSP will ensure the priority level and turnaround expectation for each work order is clear at the point of dispatch. If the Subcontractor/Vendor is unable to respond within the designated turnaround time, the Subcontractor/Vendor is required to notify FSP immediately.
- The Subcontractor/Vendor is required to review the Standard Operating Procedure for additional FSP requirements.

- Subcontractor/Vendor shall strictly comply with all federal, state, and local employment laws and regulations including but not limited to those relating to proof of citizenship or legal work status of its employees, wage and hour laws, and employment discrimination and sexual harassment laws, and to keep and maintain all records required for such compliance, and to afford FSP access to such records at any reasonable time. Upon request of FSP, Subcontractor/Vendor shall provide FSP with such documentation, as FSP deems necessary to establish that Subcontractor/Vendor has complied with the foregoing requirements.

**5. INSURANCE AND INDEMNIFICATION:**

1. **Indemnity.** In consideration of the Vendor Agreement, the Subcontractor/Vendor shall defend and shall indemnify and hold harmless at the Subcontractor/Vendor's sole expense all entities FS Prevention, Inc. (FSP) is required to indemnify and hold harmless, the Owner of the property and the officers, directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s) and for any and all property damage or economic damage, including all attorney fees, disbursements and related costs, arising out of or resulting from the Work covered by this Subcontractor/Vendor Agreement to the extent such Work was performed by or contracted through the Subcontractor/Vendor or by anyone for whose acts the Subcontractor/Vendor may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties. Such indemnification shall apply to the fullest extent permitted by applicable law in the event of loss, including, but not limited to any "suit" arising out of any loss suffered by any employee of the Subcontractor/Vendor and any person or any employee of any entity "engaged" by such Subcontractor/Vendor (Sub-subcontractor/Sub-vendor). This indemnity agreement shall survive the completion of the Work specified in the Vendor Agreement.

2. **Insurance.** The Subcontractor/Vendor shall procure and shall maintain until final acceptable of the Work, such insurance as will protect FSP, all entities FSP is required to indemnify and hold harmless, the Owner and their officers, directors, agents and employees for claims arising out or resulting from Subcontractor's/Vendor's Work under this Vendor Agreement, whether performed by the Subcontractor/Vendor or anyone directly or indirectly employment by Subcontractor/Vendor or any anyone for whose acts Subcontractor/Vendor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.

2.1 The Subcontractor's/Vendor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of FSP, Owner and anyone else the Owner is required to name (as set forth in the schedule below) and shall specifically include coverage for completed operations. The insurance required to be carried by the Subcontractor/Vendor shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, FSP's and Owner's insurances shall be excess to Subcontractor's/Vendor's insurance.

2.2 The Subcontractor/Vendor warrants that coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Services Office Inc.'s form and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage for FSP's, Owner's (or others as required and as listed below) status as additional insured.

2.3 Not less than five (5) days prior to commencement of the Work and until final acceptance of the Work, Subcontractor/Vendor shall provide FSP with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Subcontractor/Vendor documents. All insurance policies shall state that the insurer will provide FSP (30) days prior written notice of a chance or cancellation in coverage.

2.4 Unless otherwise stipulated in the Vendor Agreement, the Subcontractor/Vendor shall maintain no less than the limits specified for each of the following insurance coverage's.

- a) Commercial General Liability using an industry standard unmodified coverage form (no less broad than ISO Form CG 00 01 10 01 (2001 Occurrence Form)) including contractual liability with minimum limits of \$1,000,000 each occurrence bodily Injury and Property Damage, \$2,000,000 General Aggregate (Per Project Endorsement) and \$1,000,000 Products/Completed Operations Aggregate.
- b) Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability.
- c) Workers' Compensation and Disability Benefits insurance including Occupational Disease  
Workers' Compensation Limits: Statutory per Jurisdiction  
Employers' Liability Limits: \$1,000,000 Bodily Injury by Accident, Each Accident  
\$1,000,000 Bodily Injury by Disease, Each Employee  
\$1,000,000 Bodily Injury by Disease, Policy Limit

2.5 The Subcontractor/Vendor and their insurers shall waive all rights of subrogation against FSP, Owner and any other indemnified party.

2.6 If Subcontractor/Vendor engages a Sub-subcontractor/Sub-vendor, it is the affirmative duty of the Subcontractor/Vendor to ensure that any Sub-subcontractor/Sub-vendor complies with the insurance and indemnification requirements of this Vendor Agreement.

**List of Indemnified Parties and Additional Insured's – Please attach as Exhibit A (if applicable)**

6. **COMPLIANCE WITH LAWS AND REGULATIONS:**

- The Subcontractor/Vendor is required to comply with all applicable laws and regulations, including, but not limited to the Americans with Disabilities Act, the State and Federal Unemployment Insurance Acts, the State Workmen's Compensation Law, the Federal Social Security Act, any and all applicable Sales, Use, and Gross Receipts Tax Laws and Regulations, the Wage and Hour Laws, Executive Order 11246, as amended, the Rehabilitation Act of 1973 and the Vietnam Veterans Readjustment Assistance Act of 1974.

7. **CANCELLATION AND TERMINATION OF AGREEMENT:**

- This Agreement can be canceled by either the Subcontractor/Vendor or FSP for any reason with a 30 days written notice.
- Regardless of terminating party, the Subcontractor/Vendor is required to complete all work received prior to termination notice to the same standards as listed above.
- All invoicing from the Subcontractor/Vendor will be required within 30 days of completion of final work order.
- All records retained by the Subcontractor/Vendor in behalf of FSP including any client information is considered property of FSP and must be returned upon termination agreement.

8. **RESTRICTIVE COVENANTS/CONFIDENTIALITY:**

- Vendor acknowledges and understands that certain confidential and proprietary business or trade secrets of FSP may become known to Subcontractor/Vendor only as a result of this agreement and Subcontractor/Vendor's performance of service, all of which business information is of great value to FS Prevention, Inc. The Subcontractor/Vendor agrees that any and all knowledge or information that may be obtained in the course of their relationship with FSP and use with respect to the conduct and details of the business and with respect to the secret processes, formulas, machinery, etc. used by FSP and/or its products will be forever held inviolate and be concealed from any competitor and all other persons and that he or she will not engage as employer, employee, principal, agent, or otherwise, directly or indirectly, at any time in a similar business, and that he or she will not impart the knowledge acquired to anybody or in aid of the business of any rival company or concern or individual engaged in the same or in similar lines of business.
- The Subcontractor/Vendor agrees that during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, it shall not, directly or indirectly, (i) solicit or attempt to solicit, in any way, any customer of FSP for the purpose of interfering with any services provided by or for FSP or business relationship they may have with FSP; or (ii) circumvent, attempt to circumvent, avoid, by-pass, or in any manner enter into any separate business or service transaction with the customers of FSP receiving the services contemplated herein; or (iii) employ, attempt to employ or engage any employee of FSP. The foregoing subsection (ii) shall not restrict Subcontractor/Vendor from providing services to customers of FSP provided the same is through a facility maintenance company with no affiliation or common ownership with Subcontractor/Vendor.
- In the event of any breach of this provision of this Article 8 by the Subcontractor/Vendor, FSP would be irreparably and immediately harmed and could not be made whole by monetary damages. As a result, if Subcontractor/Vendor is in breach of the terms of this Article 8 then FSP shall be entitled to an injunction by any competent court of equity enjoining and restraining him/her and each and every other person concerned from continuance of employment, services or other acts in aid of the business of the rival company or concern. Nothing shall prevent him/her, upon the termination of the agreement, in engaging in any occupation in which the processes, formulas, and other secrets of FSP will not be directly or indirectly involved. Subcontractor/Vendor agrees to indemnify FSP for any losses, claims, damages, costs and expenses, including reasonable attorneys' fees, which FSP may incur or suffer in connection with the breach of this provision and/or its enforcement.

**Payment Terms:**

FS Prevention, Inc. agrees to pay the Subcontractor/Vendor, \_\_\_\_\_ within 45 days from the date of invoice submission. (Company name as shown on W-9)

Subcontractor/Vendor: \_\_\_\_\_  
(Company name as shown on W-9)

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

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

Title: \_\_\_\_\_

FS Prevention, Inc. (FSP)

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

Name: Skip Warner

Title: Vice President of Finance