

Peter Cooper Village Stuyvesant Town Vendor Agreement

_____ (“**Vendor**”) agrees to provide goods and/or services for PCVST-DIL LLC and/or ST-DIL LLC (collectively, “**Owner**”), owners of Peter Cooper Village and Stuyvesant Town, respectively (collectively, the “**Property**”). CompassRock Real Estate LLC, or its affiliates (as applicable, the “**Property Manager**”), is the manager of the Property and is the authorized agent for Owner with respect to this agreement (this “**Agreement**”). In consideration of One Dollar (\$1.00) in hand, paid by Owner to Vendor, and other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, Vendor hereby agrees to the following:

1. The Property Manager has been authorized and empowered by Owner as Owner’s duly authorized agent for purposes of this Agreement. All obligations of Owner under this Agreement are the sole obligations of Owner and not of Property Manager, and Property Manager shall have no personal liability in its capacity as property manager and authorized agent of Owner under this Agreement. All actions undertaken by Property Manager under and pursuant to this Agreement are made solely on behalf of and as agent for Owner, and Vendor’s sole recourse under this Agreement shall be against Owner and the Property subject to the limitations set forth in Section 2.

2. Limitation on Owner’s Liability. It is expressly understood and agreed by Vendor that none of Owner’s covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements Owner or its members, and any liability for damage or breach or nonperformance by Owner shall be collectible only out of Owner’s interest in the Property and no personal liability is assumed by, nor at any time may be asserted against, Owner or its members or any of its or their officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Vendor.

3. Vendor agrees to the following terms:

A) Vendor shall submit to Property Manager a W-9, any applicable professional licenses, a current certificate of insurance, to be maintained on file with the **Property Manager**, or its designee. The certificate of insurance must include specific additional insured language in regard to the general liability policy and if applicable the excess liability policy. Additional insured coverage must include ongoing and completed operations for a minimum of two (2) years. A waiver of subrogation in favor of additional insureds must also be included. Additional insured language must be reflected as follows on the certificate of insurance and/or applicable endorsement: *“PCVST-DIL LLC and ST-DIL LLC; CompassRock Real Estate LLC, as manager; Empire Core Group LLC; and any person or entity that directly or indirectly owns any economic or other interest in PCVST-DIL LLC and ST-DIL LLC, or in any such person or entity, including any general partnership or similar interest in any of the foregoing; and any manager or property manager of, or lender to, or person or entity otherwise entitled to act on behalf of, any of the foregoing; and any affiliates, related persons, successors, assigns or direct or indirect owners of any of the foregoing as an Additional Insured.”* The certificate of insurance must remain current and any lapse in coverage will result in the termination of future purchases of goods and services.

B) Vendor may perform work or services pursuant to separate written contract(s) with Owner. In such an event, and to the extent such executed contracts do not supersede the terms set forth herein, this agreement shall be deemed an addendum to all such executed contracts.

C) Vendor agrees to exercise due diligence in not placing any employees, laborers, or subcontractors to perform work within property boundaries and in and about dwelling units who may have a history of criminal convictions or deferred-adjudication or pose a potential threat or risk of injury to residents and others. Unacceptable criminal history might include, but is not limited to, such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder or kidnapping.

D) Vendor has taken, and shall continue to take, all steps, required or suggested by applicable law, including, without limitation, background checks, to ensure that persons employed or engaged by Vendor for the performance of work or services at the Property do not violate the laws of the United States and funds invested in Vendor come from permissible sources under the laws of the United States. If Vendor violates the foregoing, Owner shall have the right to immediately terminate Vendor. Nothing herein shall be deemed to limit any and all other rights and remedies available to Owner and Property Manager, available under this Agreement, at law and in equity.

E) Without limiting Section 3(D), Vendor shall not discriminate against any person or group of persons on account of race, color, religion, sex, individual gender, marital status, ancestry, national origin, disability or familial status in the services provided, nor shall Vendor or any other person or entity performing work or services under or through Vendor, establish or permit any such practice or practices of discrimination.

F) Employees, agents or sub-contractors of Vendor agree to conduct themselves in a professional and ethical manner in all dealings with Owner, the Property Manager, and employees thereof.

- a. Vendor shall NOT perform **ANY** work or services without prior written authorization to commence same.
- b. No one within the Property Manager is authorized to issue a “Verbal” approval for work or services and/or change orders thereto.
- c. Failure to follow the above directions makes Vendor responsible for and in jeopardy of not getting paid.

G) Prior to the commencement of any work or services, Vendor shall purchase and maintain at its own expense the required types of insurance coverage and limits of liability as required by Owner. The insurance and the indemnification requirements of Vendor shall also apply to any one hired by Vendor to perform work or services for Owner. Upon written request from Owner, Vendor shall within thirty (30) days of such request, provide Owner with written confirmation from Vendor’s insurer(s) that all policies of insurance identified in the certificate of insurance provided by Vendor remain in full force and effect. Vendor’s completed operations shall be insured for a minimum of two (2) years after completion of project(s); provided that Owner may require Vendor to maintain completed operations for additional time depending on the type of work or services being performed at the Property. Timely compliance with such a request shall be a condition precedent to Vendor’s right to receive payment from Owner.

H) To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless Owner and additional Indemnitees, if any, their officers, directors, agents, employees and partners (hereafter collectively “**Indemnitees**”) from any and all claims, suits, damages, liabilities, professional fees, including attorneys’ fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) brought or assumed against any of the Indemnitees by any person or firm, arising out of or in connection with or as a result of or consequence of the performance of the Work of Vendor under this Agreement, as any additional work, extra work or add-on work, whether or not caused in whole or in part by Vendor or any person or entity employed, either directly or indirectly, by Vendor including any subcontractors thereof and their employees.

To the fullest extent permitted by law, Vendor specifically and expressly waives any immunity privilege, afforded under applicable workers’ compensation laws (or otherwise), with respect to any claim(s) brought by Owner and/or any of its agents or employees, against Vendor seeking indemnity in connection with any actual or alleged injuries to Vendor’s employee(s).

The parties expressly agree that this indemnification agreement contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault. Under no circumstance shall this agreement be interpreted to require Vendor to indemnify and Indemnitee for an Indemnitee’s negligence or wrongdoing. Where partial indemnity is provided under this agreement, costs, professional fees, attorneys’ fees, expenses, disbursements, etc. shall be indemnified on a pro rata basis. Indemnification under this Section H shall operate whether or not Vendor has placed and maintained the required insurance. Attorneys’ fees, court costs, expenses and disbursements shall be defined to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Section H. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

I) The person signing this Agreement below represents and warrants that he/she is duly authorized to execute this agreement on behalf of Vendor.

Peter Cooper Village Stuyvesant Town Vendor Agreement

By signing below, Vendor acknowledges receipt and agreement to the above terms. Violation of any terms of this agreement will result in the termination or approval to perform work or services for Owner.

Accepted by: _____

Signature of Authorized Representative

Print Name/Title

Address

City/State/Zip