VENDOR AGREEMENT

For Any and All Projects

This Agreement is a blanket agreement intended to govern an ongoing relationship between Sasser Restoration and Vendor. Therefore, this Agreement applies to all of the Vendor's work for Sasser Restoration.

Compensation

All invoices must be submitted to ap@sasser247.com for review. Invoices for each project should be sent to Sasser within 10 days after completing the work. Invoices submitted late may be subject to administrative processing fees or potential non-payment at Sasser's discretion. Additionally, Sasser reserves the right to offset any amounts owed to the vendor against any outstanding balances due to Sasser. Vendors are encouraged to submit invoices promptly to ensure timely processing and payment.

Invoices submitted should have the following information:

- Company Name
- Remit To Address
- Phone Number
- Email
- Invoice Date
- Due Date
- Invoice Number
- Project No. Name
- Project Manager
- Details of Work Completed
- Amount Due

Scope of Work

All projects and services performed for Sasser Restoration.

Indemnification and Liability

Vendor hereby assumes the entire responsibility and liability for all Work including supervision, labor, materials, scaffolding, tools, equipment, supplies and other things provided, whether or not erected in place, until final acceptance of the entirety of the "Project" by Owner. As In the event of any loss, damage or destruction thereof from any cause, Vendor shall be liable therefore, and shall repair, rebuild and make good said loss, damage or destruction at Vendor's cost, subject to the fullest extent possible consistent with the anti-indemnity and/or public policy indemnity statute in the state where the subject real property and project is located. For example, in North Carolina, this Subcontract shall be enforceable to the fullest extent possible under Chapter 22B of the North Carolina General Statutes. To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless Sasser Restoration, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Vendor's Work, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Vendor or any entity for which the Vendor is legally responsible or vicariously liable: Such indemnity obligation shall not be construed to negate, abridge or otherwise limit any other obligations of the Vendor or rights of Sasser Restoration hereunder. This Indemnity shall be in addition to any Indemnity imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Subcontract. If any word, phrase, or sentence of this Paragraph is inconsistent with the anti-indemnity and/or public policy indemnity statute in the state where the subject real property and project is located, this Paragraph shall be construed to the fullest extent permissible at law, including—to the extent possible—the application of the particular state's blue-pencil or redaction caselaw to apply, save or revive this Paragraph to the fullest extent permissible at law.

Vendor's Insurance

Prior to commencing the Work, Vendor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontract, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, the types of insurance and at least the minimum policy limits specified shall be maintained in a form and from insurers acceptable to Sasser Restoration as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business and issue the requisite line of insurance in the state where the project is located.

This insurance shall provide a defense and indemnify Sasser Restoration. This Paragraph shall be construed, to the fullest extent permissible at law, to create an insured contract. Vendor shall provide Sasser Restoration with proof of insurance, as set forth below before the Work commences. To the extent that the Vendor subcontracts with any other entity or individual to perform all or part of the Vendor's Work, the Vendor shall require the other Sub-contractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by Sasser Restoration of Vendor's or the Sub- Vendor's insurance obligations set forth herein. In the event that the insurance company(ies) issuing the policy(ies) required by this Subcontract Agreement deny coverage to the Owner, Sasser Restoration or the Vendor, the Sub-Contractor will, upon demand by Sasser Restoration, defend and indemnify the Owner and Sasser Restoration at the Vendor's or Sub- Vendor's expense. The Vendor's or Sub-contractor's duty to defend is an obligation distinct from the obligation to indemnify, and the duty to defend shall be construed to the fullest extent permissible at law in the state where the subject project and the subject real property are located.

Commercial General Liability Insurance

$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
$2,000,000 General Aggregate per Project
$2,000,000 Products & Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury Limit
Business or Commercial Automobile Liability Insurance
$1,000,000 Combined Single Limit per accident
Workers' Compensation and Employers' Liability Insurance
$500,000 Each Accident; $500,000 Each Employee for Injury by Disease; $500,000 Aggregate for Injury by Disease
Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages)
$1,000,000 Occurrence /aggregate

Sasser Restoration and Owner, along with their respective officers, agents and employees, shall be named, identified and construed, to the fullest extent permissible at law, as additional insureds on the Commercial General Liability Policy, Business or Commercial Policy, Professional Liability Policy, Automobile Liability Policy, and any Policy for Ongoing Operations and/or Products/Completed Operations on the Vendor's and any Sub-contractor's respective policies of insurance as set forth herein, including any Excess or Umbrella Policies. The Vendor shall continue to carry Completed Operations Liability Insurance for, at a minimum, the applicable statute of repose in the state where the subject work is performed. It is a material term of this Vendor Agreement for the Vendor to familiarize itself with the applicable statute of repose in the state where the work is performed and consult with the Vendor's legal counsel to determine the time that Completed Operations Liability Insurance shall be in effect. If Vendor fails to obtain Completed Operations Liability Insurance for the length of the applicable statute of repose, it is a material breach of this Vendor Agreement, and it shall not be defense to the enforcement of this agreement that Vendor did not know and/or Vendor did not seek legal advice or advice from an insurance professional concerning the amount of time that Completed Operations Liability Insurance be in effect under this Vendor Agreement. It is expressly understood by the parties to this Vendor Agreement that it is the intent of the parties that any insurance obtained by Sasser Restoration shall be deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Vendor, or any of their respective consultants, officers, agents, Sub-contractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella Liability and Workers Compensation policies in favor of Sasser Restoration and Owner, and this clause shall apply to Sasser Restoration's and Owner's officers, agents and employees, with respect to all Projects during the policy term. Prior to commencement of Work on any individual Project, Vendor shall submit a Certificate of Insurance in favor of Sasser Restoration and an Additional Insured Endorsement (in a form acceptable to Sasser Restoration) naming Sasser Restoration and Owner as additional insureds as required hereunder. The required Insurance policies and Certificate(s) of Insurance shall provide for thirty (30) days' advance notice to Sasser Restoration of the cancellation or any change in coverage. Certified copies of insurance policies shall promptly be made available to Sasser Restoration at the start of the Work, and upon request thereafter.

Safety & Clean-up

Sasser Restoration makes no representation with respect to the physical conditions or safety of any Project Site. The Vendor or Sub-Contractor shall, at its own expense, preserve and protect its employees from injury engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers and/or exposure of workers and others to hazardous materials is the responsibility of the Vendor or Sub-Contractor, and Vendor or Sub-Contractor shall comply with all safety measures initiated by Sasser Restoration and federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Sasser Restoration during the progress of the Work. Vendor shall notify Sasser Restoration within three (3) days of any injury to an employee or agent of Vendor that occurred at the Project Site. Vendor or the Sub-contractor shall clean up the areas used by it or it's Work on a daily basis in a manner that will not impede either the progress of the Project or of other trades.