

## **INDEPENDENT CONTRACTOR/VENDOR AGREEMENT**

This Agreement, made on \_\_\_\_\_ (“Effective Date”) by and between  
Owner Representative: Park Place Property Management (Hereinafter “Owner’s  
Representative”) and \_\_\_\_\_ Contractor: (Hereinafter  
“Contractor”)

Owner’s Representative is duly authorized to provide property management services throughout Idaho, and has been engaged by various property owners (individually and collectively hereinafter referred to as “Owner”) to provide such services.

Owner’s Representative desires to retain Contractor to provide certain labor, materials, equipment and/or services on behalf, and for the exclusive benefit, of Owner at the respective properties, as indicated in a properly issued work order.

In consideration of the mutual covenants contained herein, Owner’s Representative, on behalf of each respective Owner, and Contractor agree as follows:

### **SCOPE OF WORK**

Prior to starting any work, Owner’s Representative will issue Contractor a work order. The work order will contain all pertinent information regarding the job, including the scope of work, pursuant to any estimate or bid provided by Contractor, and a guaranteed not-to-exceed price. Contractor will receive an emailed work order for each job. If Contractor does not have email capability, Owner’s Representative will call Contractor with the work order number and job information.

### **BIDS**

If a bid for work is requested prior to a work order being issued, it must be specific and must contain the job address, description of work, type of materials to be used, any warranty/guarantee information and the dollar amount. If specific payment terms are requested, they should be specified.

### **MATERIALS AND SUBS**

Payment for materials and any subcontractors hired by the Contractor will be the sole responsibility of Contractor.

### **CONDITIONAL WAIVER AND RELEASE UPON PAYMENT**

Upon receipt of payment by Owner’s Representative to Contractor, and when the payment has been paid by the bank upon which it is drawn, this agreement shall become effective to release

any mechanic's lien, stop notice, or bond right the Contractor has on the job as assigned by Owner's Representative. This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job.

## **INVOICES**

Any and all invoices and/or requests for payment must include the following information and documentation:

- Property Address
- Work order number
- Description of work as per work order
- Dollar amount

Owner's representative must receive invoices (14) days from the date the requested work was completed. (14) days will start the day the Contractor is dispatched. If the work isn't completed on that day, it is up to the Contractor to notify Owner's representative when the work will be completed.

Contractor agrees that if invoices are not received within (14) days, Owner's representative may immediately deduct 5% from the amount of the invoice. If the age of the invoice reaches 45 days, Owner's representative will deduct an additional 10% from the amount of the invoice. If the age of the invoice reaches 90 days, Contractor forfeits all right to said invoice.

Contractor agrees that the damages represented herein are reasonable as liquidated damages for the late receipt of the invoice/payment request since the actual damages would be difficult or impossible to quantify.

Owner's Representative will not issue payment if Contractor's work does meet the quality standards of Owner's representative and has failed to provide Owner's Representative with a current certificate of insurance for liability and a current W9, as required by this Agreement.

## **PAYMENT TERMS**

Owner's Representative will issue payments to contractors on the 5th and 20th of every month, subject to the conditions of this Agreement, provided there are no discrepancies, defects or disputes. The method of payment will be direct deposit into Contractor's account. Any other arrangement needs to be approved by Owner's representative.

## **CORRESPONDENCE**

All correspondence shall be sent to the addresses listed below:

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

**Mailing Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

Owner's Representative:  
Park Place Property Management  
280 E Corporate Dr Ste 260  
Meridian, ID 83642  
208-377-3227 Phone  
208-376-3884 Fax

## **QUALITY OF WORK/SAFETY**

Contractor agrees to perform all work in a timely, professional and workmanlike manner, in conformance with all applicable laws, regulations, ordinances and building codes to the satisfaction of Owner's Representative. Any loss, cost, payment or damage required to be paid by Owner's Representative resulting from the failure of Contractor to satisfy the requirement of this paragraph, and/or any other provision of this Agreement, whenever occurring, shall be chargeable to and paid by Contractor. Such cost may be determined at Owner's Representative's sole discretion and may be deducted from the work order price.

Upon completion of work or at the end of the workday, the work area must be left in a clean and safe condition.

Contractor agrees to comply with OSHA requirements, and to employ only competent, careful, orderly persons for its work. Upon notification by Owner's Representative that the conduct of any person employed by Contractor is unsatisfactory, Contractor agrees to immediately remove such person from the job.

## **INSURANCE**

Contractor is required to carry appropriate insurance coverage. A certificate of insurance must be provided before any work orders will be issued to Contractor. The certificates must be sent to;

Email

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[accountspayable@parkplaceid.com](mailto:accountspayable@parkplaceid.com)

Fax - (208) 376-3884

or mailed to:

Park Place Property Management

280 E Corporate Dr Ste 260

Meridian, ID 83642

## **DAMAGE TO PROPERTY**

In the event that Contractor or anyone person or entity under its employment causes any damage to any property, personal or otherwise, Contractor agrees to be liable for the repair and/or replacement of any damaged item and agrees to resolve such damage expeditiously and prior to submission of any invoice or request for payment.

## **LIABILITY WAIVER**

Contractor hereby agrees to release and indemnify, hold harmless and defend Owner and Owner's Representative from (a) any claims by Contractor or anyone claiming by or through Contractor that Owner and/or Owner's Representative negligently and/or recklessly caused any damage or harm, including but not limited to injuries or damages caused by: (1) other agents, their associates, inspectors, appraisers and contractors who are authorized to enter the property; (2) acts of third parties (vandalism, theft or other criminal acts); (3) freezing or leaking water pipes; (4) dangerous conditions or environmental conditions of the Property; or (5) the Property's non-compliance with any lawful ordinance; or (b) from any and all claims, actions or judgments for damages on account of injuries to any persons or property suffered or claimed to have been suffered by any person on or about the Premises. This waiver and release does not extend to any intentional misconduct, i.e., malfeasance by Owner or Owner's Representative. FURTHER, Contractor acknowledges and agrees that neither Owner nor Owner's Representative are not responsible or liable in any manner for any late fees or other charges Contractor incurs to a third party or creditor caused by late or insufficient payments by any tenant or property owner in the Property.

Contractor agrees to protect, defend, indemnify and hold Owner's Representative harmless from any damage, costs, attorney's fees, and expenses that: (a) are caused by Contractor, negligently or otherwise; (b) arise from Contractor's failure to disclose any material or relevant information about the Property; (c) are caused by Contractor giving incorrect information to any person; (d) are caused by any subcontractor and/or supplier hired by Contractor; (e) are related to defective or improper materials used by Contractor, its representatives, agents, employees, servants, subcontractor, suppliers; and/or (f) are related to the services and/or goods supplied at the Property during the course of the requested work.

## **CODE OF CONDUCT**

1. Do not enter the property without authorization.
2. Knock before entering with a key and always announce yourself clearly as a contractor for Park Place Property Management.
3. Refrain from discussing your pricing or other specific details about your affiliation with Park Place Property Management with the occupant.
4. Complete ONLY the tasks on your work order; if additional work is needed, call the office for authorization.
5. Do not promise to return or repair items which have not been authorized on your current work order.
6. Do not make comments or observations about other repairs which may need to be done or about the condition of the property.
7. Move only those personal items of the occupant's that are required to do your job.
8. Do not touch or operate any of the occupant's personal belongings. Do not borrow any tools from the occupant.
9. Do not enter the property without an adult present. NO EXCEPTIONS.
10. Always be professional, courteous, and considerate. Remember that you are in someone else's home.
11. Any keys issued to Contractor must be returned within 24 hours.

## **GENERAL TERMS**

This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Idaho. Any provisions found to be invalid will not invalidate the remainder.

The person signing this agreement on behalf of Client has authority to bind the business entity upon which he/she represents, and expressly authorizes Attorney to represent Client, and hereby personally guarantees all conditions of this agreement.

The undersigned has read the foregoing agreement and fully understands and agrees to it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name (print)

\_\_\_\_\_  
Park Place Property Management  
(Signature)

\_\_\_\_\_  
Date