



445 Marine View Ave STE 240, Del Mar, CA 92014 / (858) 792-5797

Vendor Agreement and Release/Waiver of Liability

This Vendor Agreement and Release/Waiver of Liability (the "Agreement") executed on the ____ day of _____, 20 ____ by _____ ("Vendor"), hereby releases MarketSpring, Inc. d/b/a MaintenanceSync (CSLB #892437), and d/b/a North County Property Group, and each of its successors, assigns, directors, officers, employees, agents, property owners and clients (collectively "The Company"). Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Vendor desires to provide home improvement, maintenance and repair services as a subcontractor for The Company and engage in activities related to such services at properties managed by The Company, invoiced under N/30 terms at its best wholesale pricing level. Vendor understands that Vendor is responsible for Vendor's own Workers Compensation Insurance, Health / Medical Insurance, General Liability Insurance and other forms of insurance coverage providing Vendor with protection in the event of personal injury, illness, or damage to the properties as a result of the services provided.

- 1. Independent Contractor: Vendor is an independent contractor and not an employee of The Company.
- 2. Waiver and Release: Vendor understands that the services provided to The Company may include activities by the Vendor that are hazardous or could potentially cause damage to the properties managed by The Company. Vendor hereby expressly assumes all risk of injury, harm, or faulty workmanship from these services and activities Vendor and their employees and subcontractors, executors, administrators and assigns. Further, Vendor shall hereby release, waive, discharge and hold harmless The Company from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services provided for or on behalf of The Company. Vendor understands and acknowledges that this Agreement discharges The Company from any liability or claim that Vendor may have against The Company with respect to bodily injury, personal injury, illness, death, property damage, or any other claim of liability that may result from the services provided to or on behalf of The Company or occurring while providing services.
- 3. Insurance: Vendor understands that The Company does not assume any responsibility for or obligation to Vendor to provide coverage of any kind for medical, health, workers compensation, disability benefits or general liability.

Please check one of the following:

- Vendor does not employ anyone in the manner subject to the workers' compensation laws of California.
- Vendor employs others, is subject to the workers' compensation laws of California, and has attached a copy of their Workers Compensation Insurance declaration page herewith.

- 4. Medical Treatment: Vendor hereby releases and forever discharges The Company from any claim whatsoever which arises or may hereafter arise on account of first-aid treatment or other medical services rendered in connection with an emergency during the providing of Vendors services.
- 5. Other: This Agreement is governed by the laws of the State of California. Vendor expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by California law. Vendor agrees that if any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected.

By signing below, Vendor expresses its understanding and intent to enter into this Agreement willingly and voluntarily.

Vendor Authorized Representative

Date

MarketSpring, Inc d/b/a MaintenanceSync (CSLB #892437)
and d/b/a North County Property Group

Date