

Nothing in this agreement creates an employer/employee relationship.

In consideration of the acceptance of your bid/proposal/estimate, you agree to the following:

This is not an exclusive right to furnish supplies, goods or services. You understand and agree that Birch-Moore manages properties owned by others and operates as their agent. In such agent capacity, you acknowledge the payment rest solely with the owner of each property. Birch-Moore has no knowledge that the person or entity on whose behalf services are requested is unable to pay for the services.

All services, materials and employees will comply with all federal, state and local laws and regulations, including the the Americans with Disabilities Act ( ada.gov )and the Fair Housing Act ( hud.gov ). You agree to indemnify, defend and hold harmless Birch-Moore, Inc. and property owners should any action be initiated

You agree to acquire and maintain in force at all times a Worker's Compensation Policy. That policy must cover all employees. Copy of certificate must be provided to Birch-Moore, Inc.

Vendors and contractors agree that all OSHA safety regulations will be adhered to and that all employees are schooled in proper safety procedures. YOU AGREE THAT YOU HAVE READ EACH OSHA PUBLICATION PROVIDED ON BIRCH-MOORE, INC'S WEBSITE AND WILL ANNUALLY CHECK THE WEBSITE FOR UPDATED INFORMATION. YOU ALSO AGREE THAT YOU HAVE ACCESS TO THE INTERNET AND UNDERSTAND THAT YOU ARE REQUIRED TO REVIEW RELEVANT INFORMATION ON THE osha.gov WEBSITE. I understand a printed copy of all information will be provided immediately upon written request. Vendor/Contractor is required to disseminate this information to all employees and/or subcontractors.

You agree to acquire and maintain in force liability insurance with coverage of at least 500,000.00 as well as automobile insurance.

You agree to indemnify and hold Birch-Moore, Inc. harmless from all claims, demands and suits for injuries suffered by the contractor, agents, employees, subcontractors or their employees. THIS AGREEMENT DOES NOT ENTITLE ANYONE TO WORKER'S COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS .

AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_ Print name of vendor ( checks made payable to)

\_\_\_\_\_ Tax ID or Social Security #

\_\_\_\_\_ Authorized signature \_\_\_\_\_ Title

Mail check to: