

## SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Cityside Management Corp., a New Hampshire corporation with its principal place of business at 25 Sundial Avenue, Manchester, New Hampshire 03103 (“Cityside”) and \_\_\_\_\_, a \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (the “Subcontractor”), individually a “Party” and collectively the “Parties” (the “Agreement”).

1. **Preliminary Premises.** In entering into this Agreement, the Parties acknowledge and agree as follows:
  - A. Cityside has considerable knowledge, experience, and expertise in management services for residential housing units throughout the fifty (50) United States;
  - B. Cityside currently holds contracts to provide property management, marketing and oversight of real estate property in several locations across the United States;
  - C. Subcontractor has considerable knowledge, expertise, experience and all the required licenses to enable Subcontractor to perform subcontractor services on properties in the region in which the Subcontractor does business which are necessary to the successful performance by Cityside of Cityside’s property management contracts; and
  - D. Cityside desires to retain Subcontractor, and Subcontractor is willing to become a subcontractor of Cityside, on the terms and conditions set forth herein.
  
2. **Subcontractor Services.** During the Term, Subcontractor shall provide to Cityside the following services (the “Subcontractor Services”):
  - A. For each individual property to which services are to be provided by Subcontractor, Cityside shall issue a work order identified by a case number, loan number or property identification number as well as physical address, electronically via email, facsimile, or using the data management system prescribed by Cityside to Subcontractor (a “Work Order”). Subcontractor will respond, within four (4) hours from time of receipt of the Work Order, confirming acceptance or non-acceptance of each Work Order. If the Work Order is not accepted within four (4) hours, the Work Order may be reassigned by Cityside to another subcontractor.
  
  - B. Upon the acceptance of a Work Order by Subcontractor, Subcontractor shall provide the materials and services set forth in the Work Order under the specific terms and conditions set forth in the Work Order and in this Agreement (the “Services” or “Project Work”), including, without limitation the following:

- C. Subcontractor shall, subject to the requirements set forth in the Work Order, be responsible for the manner in which the Project Work is performed and the results of the Project Work.
- D. Subcontractor shall utilize its best skill and judgment in the performance of the work under all Work Orders and will cooperate with Cityside so that Cityside may fulfill its obligations to the owner of the property where the Project is located (the "Owner"). The Subcontractor shall provide all labor, materials, equipment and services substantially in accordance with generally accepted practices of the trade and subject to the laws and regulations governing the practice of such Subcontractor shall be free to work for any other contractor or company to provide any similar materials and supplies, provided that such work does not interfere with the Subcontractor's obligations under the Work Order.
- E. In performing the Services, Subcontractor shall abide by the laws and regulations applicable to prime contracts and subcontracts entered into with respect to federal government contracts if the subcontract is issued to Subcontractor under the property management contract between Cityside and the federal government agency. Without limiting the generality of the foregoing, Subcontractor shall comply with all state and federal laws, including all statutes, rules and regulations applicable to federal procurement in the property management, marketing and oversight business. Subcontractor shall comply in all respects with all regulations, law and terms to which all subcontractors are subject under the terms and conditions of the Federal Acquisition Regulations as applicable.
- F. Subcontractor acknowledges that, in bidding on this Subcontract and in entering into this Subcontract, there is no guarantee of a minimum or maximum level of Work Orders to be provided to Subcontractor by Cityside during the Term.
- G. The Parties agree that this is not an exclusive agreement and that multiple subcontractors may be used to service properties for any given area. Subcontractor will be issued Work Orders at the sole discretion of Cityside, and there is no guarantee of any specific minimum or maximum of contract Work Orders for any given geographic region or time frame.

3. **Subcontractor Compensation.**

- A. Upon completion of Services under the Work Order, and before payment will be issued, Subcontractor must submit date stamped digital photographs to Cityside and enter the completion information into the data management system prescribed by Cityside. If issues arise with technology (i.e. system

maintenance, system errors, etc.), Subcontractor must notify the appropriate personnel at Cityside.

- B. In situations where the Work Order requires submission of an invoice by Subcontractor, Subcontractor must enter the completion into the data management system prescribed by Cityside before submission of an invoice. In addition, date stamped digital photos must be submitted to Cityside to support the completion of the Services and payment to Subcontractor.
  - C. Subcontractor shall be entitled to payment for services upon satisfactory completion of both the Services and the required documentation and data entries required by Cityside to document the work performed.
  - D. Cityside reserves the right to charge back the Subcontractor for services not completed per the contractual agreement, which results in re-work. Cityside reserves the right to withhold payment until the request of services is completed. Subcontractor will only submit invoices for payment when requested by Cityside. Payments to Subcontractor may be subject to invoice adjustments in accordance with the Work Order. Payment to Subcontractor will normally be made within thirty (30) days of Work Order approval unless provided otherwise in the Work Order.
  - E. Invoices submitted more than forty-five (45) days after the completion of the invoiced Services shall be rejected as late and shall not be payable pursuant to this Subcontract unless extenuating circumstances excuse the late payment as determined by Cityside in its sole discretion.
4. **Subcontractor Performance Requirements.** Subcontractor shall perform the Project Work in a professional and competent manner utilizing experienced and properly trained employees, and in compliance with all applicable state, federal and local laws and regulations. Without limiting the generality of the foregoing, in performing the Services, Subcontractor shall maintain the following performance and technical capabilities:
- A. Maintain internet access, and e-mail, facsimile, and computer systems capability sufficient to handle the work capacity covered by this Agreement, and must be able to receive orders and order-related communication via email on a twenty-four (24) hour basis;
  - B. Be familiar with, and meet all computer security requirements mandated by the applicable provisions of federal and state laws and regulations;
  - C. All Subcontractor personnel shall have mobile devices on the job site that are compatible with Cityside applications and operating systems. Subcontractor shall have the capability of receiving job-related communications to perform work order tasking through telephonic and electronic means;

- D. Maintain the capability to transmit a completed invoice with before and after date stamped photos within twenty-four (24) hours to Cityside;
- E. Ensure that sufficient personnel are maintained and available for Subcontractor to perform services required by the scope of this Agreement;
- F. Maintain, at all times, documentary proof of any and all certifications, licenses, or proof of citizenship, the terms of this Agreement, as well as all federal, state and local laws applicable to individuals hired to retained to perform services under Subcontract with Cityside;
- G. Complete client specific screening requirements including criminal background investigations and drug screens as required;
- H. Comply with all Service Contract Act (SCA) requirements as set forth on the Cityside website, if applicable, including, but not limited to, health benefits, insurance, wages, overtime pay, and uniform specifications;
- I. Subcontractor agrees to allow Cityside personnel to visit their business locations, observe their overall operations, and review any payroll or other records required to be kept by law with prior notice of such visits;
- J. Cityside does not discriminate on the basis of race, color, religion, creed, sex, national origin, age, physical or mental disability, marital, familial or veteran status or sexual orientation in any housing transaction in which Cityside is involved and Subcontractor agrees that it has formally adopted the same nondiscrimination policy, and that it shall diligently comply with said requirement for the duration of this Agreement;
- K. Subcontractor will take proper health and safety precautions to protect workers, the public and property of others. Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, or loss or damage to persons or property. Subcontractor should implement appropriate safety measures for all Project Work, by establishing safety rules, posting appropriate warnings and notices at the site of the Project Work.
- L. Subcontractor shall obtain and maintain the necessary permits, franchises, licenses or other authorizations and certifications as required by the state, county, parish, city or other local jurisdictions and for lawfully performing the services under the contract. Subcontractor will ensure that these responsibilities apply to any and all of its subcontractors and/or employees. Subcontractor shall be responsible for all fines and assessments levied resulting from Subcontractor's failure to obtain any necessary licenses and permits required or the non-compliance with applicable federal, state and local

laws, codes and regulations. The Subcontractor shall be responsible for any and all injuries/damages to any and all individuals, including himself or herself or properties that occur as a result of Subcontractor's performance under this Subcontractor Agreement;

- M. Subcontractor shall ensure that the terms of this Subcontract and the Work Order are made binding on all of its employees, consultants, and permitted subcontractors, and Subcontractor shall include the terms contained herein in any lower-tier subcontracts or agreements that pertain in any way to the performance of duties under this Subcontract;
- N. Subcontractor further warrants that no current employee, contractor, consultant or subcontractor, has been convicted of a felony charge, either in State or Federal court, nor is any misdemeanor or felony charge stemming from facts relative to issues of fraud or moral turpitude, pending in any jurisdiction or before any tribunal;
- O. Subcontractor personnel may enter a Property only for the purposes of performing the Services. Any other use of the Property is strictly prohibited. The smoking or carrying of lighted tobacco products onto a Property, use of bathrooms, eating lunch, or otherwise using or soiling the interior of an a Property is strictly prohibited;
- P. Subcontractor agrees that if it is audited, inspected, investigated or otherwise visited by any state, federal or local enforcement agency with regard to compensation of employees, safety issues, proper payment of taxes or maintenance of required insurance or required payroll records that it will immediately notify Cityside of the nature of the audit etc., and provide it with the name, address and phone number of the agency and the individual(s) acting on behalf of the agency; and
- Q. The Subcontractor shall not permit any laborer's, materialmen's, mechanic's or other similar liens from being filed or otherwise imposed by any sub-subcontractor, materialman or supplier on a Property relating to the Project Work. If the Subcontractor does not cause any such lien to be released and discharged forthwith or file a bond in lieu thereof, Cityside shall have the right to pay all sums necessary to obtain its release and discharge, and to deduct all amounts so paid to Subcontractor under the Work Order until the total amount expended has been recouped. The Subcontractor shall indemnify, defend and hold harmless Cityside from all costs and expenses, including attorney's fees, claims, losses, demands, and causes of action or suits of whatever nature arising out of any such lien.
- R. Subcontractor is strictly prohibited from (and shall instruct and ensure that all of its employees, agents, contractors and permitted subcontractors shall refrain from) any and all of the following prohibited activities:

1. making warranties or representations of any kind concerning a Property condition that is outside the scope of the duties performed under this subcontract with Cityside;
2. receiving or paying any type of referral fee as a result of referring buyers from calls initiated on properties, or providing any type of information related to a Property covered by this Agreement;
3. Purchasing government or client -owned properties; or acting as a selling broker for any Property.

5. **Term and Termination.**

- A. The term of this Agreement shall begin on the date hereof and shall continue until terminated by either Party, with or without cause, upon ten (10) days prior written notice to the other, provided that, except as provided in Section 5.A., as long as there are any outstanding obligations of the Subcontractor under any open Work Order, such termination shall not be effective until the completion of the obligations of the Subcontractor under such Work Order.
- B. Notwithstanding the provisions of Section 5.A., Cityside may terminate this Agreement, effective immediately upon written notice to the Subcontractor hereto, upon the occurrence of any of the following events: (i) the loss by the Subcontractor of any license or status required to conduct business in the United States or in any state in which Project Work is performance by Subcontractor, including, without limitation, an order of debarment or suspension; and (ii) a breach by the Subcontractor of the terms and conditions of this Agreement or any Work Order.

6. **Confidentiality.**

Subcontractor agrees that it shall not, during the Term or at any time thereafter, divulge to any person, firm or corporation any information not a matter of public record that is reviewed or received by Subcontractor that concerns the financial or other business affairs of Cityside, including but not limited to, information concerning contracts, policies, procedures, systems or methods of operation established or used by Cityside, confidential subcontractor information, including subcontract prices or policies maintained by Cityside, or any other information treated as confidential by Cityside that is disclosed to Subcontractor. The Parties agree that no license, expressed or implied, is granted to the other Party hereto by virtue of this Agreement, or by any disclosure of confidential or proprietary information during the course of the performance of duties by Subcontractor under this Agreement.

7. **Relationship of Parties.**

- A. The Parties acknowledge and agree that the Subcontractor is an independent contractor of Cityside, and not an employee of Cityside. This Agreement is not intended by the Parties to constitute, create, give effect to, or otherwise recognize a joint venture, joint employer, agency partnership, or other joint formal business organization of any kind.
- B. Neither of the Parties shall hold itself out to any third party as the legal representative or agent of the other Party. Further, neither Party is granted any authority to transact business in the name of, or for the account of the other Party hereto, and neither Party shall make any promise, warranty, representation or obligation on behalf of the other Party. Without limiting the generality of the foregoing, Subcontractor shall have no right to incur any debts or liabilities in the name of or on behalf of Cityside.
- C. Subcontractor shall be responsible for the training, hiring, firing, and compensating properly all employees of Subcontractor, and shall indemnify and hold Cityside harmless from and against any and all claims from employees and/or subcontractors of the Subcontractor. Subcontractor shall also be responsible for carrying all legally required insurance coverage at appropriate coverage levels, and complying with all applicable state and federal tax and employment laws.
- D. In performing the Services, Subcontractor shall use his own personnel, equipment, tools, and motor vehicles and, shall have control over the time of day and manner in which the services are provided, subject to the terms of this Agreement and the applicable Work Order.
- E. Cityside shall not deduct from amounts paid to Subcontractor any federal, state, or local taxes or Social Security taxes, and it is the responsibility of the Subcontractor to pay these taxes. Subcontractor shall be solely responsible for filing, reporting, collecting, and paying all taxes due on payments made by Cityside to Subcontractor under this Agreement, including, without limitation, limited to, federal, state, and local income, sales, unemployment, self-employment and other business or occupational taxes or fees. Subcontractor understands that Cityside will report all earnings information to the appropriate governmental agencies as required by law, and shall answer all other requests made by these agencies for subsequent information as required. Cityside shall report all payments made to the Subcontractor to the Internal Revenue Service on Form 1099.
- F. Subcontractor shall indemnify, defend and hold Cityside harmless from and against any and all damages, costs or expenses (including, without limitation, reasonable attorneys' fees) resulting from any payments, penalties,

assessments, interest, or other charges for Subcontractor's failure to pay any and all federal, state, local or other taxes required to be paid by Subcontractor including, without limitations, any and all income taxes, and social security taxes.

8. **Subcontractor Insurance Requirements.** The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability under the following terms and conditions:

A. Subcontractor shall provide the following coverages:

Commercial General Liability – including	\$1,000,000 Each occurrence
Premises, Prod/Comp Ops; Contractual Liability	\$2,000,000 Aggregate, PER PROJECT
Workers' Compensation and Employers Liability	\$1,000,000 Each employee
Business Automobile, Including HNOA	\$1,000,000 CSL per accident
Umbrella Liability	\$1,000,000 per occurrence

(Subcontractors performing structural work, foundation work, or operations involving a crane, must provide \$5,000,000 limits). Please visit this website to find the requirements for your company's worker's compensation insurance. Workers Compensation Consultants <http://workcompconsultant.com>. No exclusions for contractual, or worker injury are acceptable.

B. Cityside, the Owner and their agents are to be named as an additional insureds on a primary and non-contributory basis to the Subcontractor's Comprehensive General Liability using appropriate ISO forms that include Premises Operations Liability, Contractual Liability, Advertising and Personal Injury Liability, and Products/Completed Operations Liability. All contractors are required to provide Waiver of Subrogation by endorsement for General Liability coverage for the contractor and Owner. CG2010 or CG2037 will be required.

C. Coverages written on an occurrence basis shall be maintained without interruption from date of commencement of the Subcontractor's Project Work until expiration of the applicable statute of limitations relating to latent defect in construction of or improvement to real property of the state in which the work is performed.

D. Certificates of Insurance acceptable to Cityside shall be filed with Cityside prior to commencement of the Subcontractor's work. The certificates and insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Cityside. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, and additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as



required. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

- E. Cityside and Subcontractor waive all rights against (1) each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and (2) the Owner, and any of Owner's agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Contract or other property insurance applicable to the Work except such rights as they may have to proceeds of such insurance held by the Owner. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. If possible, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
  - F. Subcontractor waives all rights against Cityside or the Owner and their agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability Umbrella liability, business auto liability or workers compensation and employers liability maintained per insurance requirements state above.
9. **Conflicts of Interest.** The Parties hereto agree to identify to the other Party any actual or potential conflict of interest which may result from any Project Work performed by Subcontractor under this Agreement or any Work Order. Subcontractor shall comply with all applicable laws, regulations, and the terms of the contemplated prime contract relating to conflicts of interests. Each Party represents and warrants that it is not a party to an agreement with any third party that would prevent such Party from entering into this Subcontractor Agreement or performing its obligations hereunder.
10. **Assignment and Delegation.** Subcontractor shall not have the right to assign this Agreement in whole or in part or to delegate the performance of any of its obligations hereunder, without the prior written consent of Cityside, which may be granted or withheld at Cityside's sole discretion.
11. **Indemnification.** Subcontractor shall defend, indemnify and hold Contractor, its officers, agents, and employees wholly harmless from any and all losses, costs, expenses, penalties, response costs (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person, persons or entities, injuries, damages or death and other liabilities of whatsoever kind or nature arising out of or resulting from the performance of this Agreement or any Work Order by the Subcontractor, including, but not limited to, the following: (i) bodily injury, sickness, disease, or death

or to injury to, any person or persons, or the destruction of tangible property including the loss of use resulting therefrom caused by, incident to, connected with, or arising, directly or indirectly, out of the performance of the Subcontract; or arising directly or indirectly out of the presence of any person in, on or about any part of the Project site or the streets, sidewalks, and property adjacent thereto; or arising directly or indirectly out of use, misuse, or failure of any machinery or equipment (including, but not limited to, scaffolding, ladders, hoists, rigging, supports, etc.) whether or not such machinery or equipment was furnished, rented or loaned by the Contractor, its officers, employees, agents or servants, or other; or (ii) failure to comply with the requirements of the Fair Labor Standards Act, as amended, and all other applicable federal, state, or local statutes, laws, ordinances, rules, regulations (including, but not limited to, the Occupational Safety and Health Act of 1970) or orders of any term or provision of this Agreement (with all of which the Subcontractor agrees to fully comply).

12. **Notices.** All notices, consents, approvals, requests, instructions and other communications required by or related to this Agreement shall be in writing and shall be delivered personally or shall be sent by registered or certified U.S. mail, return receipt requested, or facsimile transmission, to the receiving Party at the following address and communication numbers:

If to Subcontractor:	If to Cityside:
Name:	Director of Vendor Management
Company:	Cityside Management Corp
Address:	25 Sundial Avenue, Suite 504W
City:	Manchester
State: Zip:	NH 03103
Phone:	603-657-1000
Email:	vendormgt@citysidecorp.com
For Billing Contact:	For Billing Contact: vendormgmt@citysidecorp.com

Either Party may change its address or communications numbers listed above by notifying the other Party of such change in the manner prescribed in the first paragraph of this Section.

13. **Miscellaneous.**

- A. This Agreement, together with the Work Orders, constitutes the entire agreement between the Parties with respect to the subject matter and

supersedes all prior agreements, covenants, understandings, representations, warranties, and undertakings, whether written or oral, between the Parties regarding such matters.

- B. Neither this Agreement nor any provision may be waived, modified, or amended, nor may any consent be given under this Agreement, except by a written instrument executed and delivered by both Parties.
- C. This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New Hampshire, without regard to its conflict of law rules which refer to or apply the law of another jurisdiction. The Parties agree that the Federal and State courts of the State of New Hampshire shall have jurisdiction over all matters and disputes arising out of or related to this Agreement and any Work Orders, and the Parties specifically consent to the jurisdiction and venue in such courts.
- D. This Agreement may be executed in several counterpart copies. Each such counterpart copy shall be deemed an original, but all of such copies together shall constitute one and the same agreement.
- E. Each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any term, condition, or provision of this Agreement and any statute, law, ordinance, order, rule, or regulation, the latter shall prevail; provided, that any such conflicting term, condition, or provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby.
- F. The descriptive headings of the Sections and subsections of this Agreement are inserted for convenience and reference only and shall not control or affect the meaning or construction of any of the provisions.
- G. Except as otherwise specifically set forth herein, this Agreement and all of the terms, conditions, rights, and covenants contained herein shall be binding upon and for the benefit of the Parties hereto and their respective estates, heirs, legatees, executors, administrators, personal and legal representatives, successors, and permitted assigns, to the same extent and with the same legal effect as if all of said Parties had executed this Agreement and had expressly agreed to be bound hereby.
- H. All pronouns and any variations thereof shall be deemed to include the masculine, feminine, neuter, singular, and plural thereof as the context may require. In addition, all nouns shall be deemed to include the singular and plural thereof as the context may require.

- I. Each of the Parties agrees to execute any additional documents or instruments and to perform any acts which may be reasonably requested by any other Party and which are reasonably necessary or proper to carry out the purposes of this Agreement.

Cityside Management Corp.

\_\_\_\_\_

By: Witness

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SUBCONTRACTOR]

\_\_\_\_\_

By: Witness

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_