

Vendor Agreement

This Agreement is made by and between Coldwell Banker, Pioneer Real Estate CBPRE, and _____, hereinafter called referred to as the Vendor. Each occurrence of Coldwell Banker, Pioneer Real Estate in this document is referred to as CBPRE. **It is agreed**, that the CBPRE and Vendor for the below considerations named are in accordance with the following:

1. Scope of Work:

Vendor is responsible for obtaining and paying for any and all business licenses, permits, and taxes that are required for its operation, including state sales tax. The Vendor shall furnish all needed materials, furnish labor and otherwise perform all of the work agreed upon at time of the job request. Vendor must provide CBPRE with a valid License Number and Insurance in order to provide service on any property under the care CBPRE.

2. Address of jobsite

The Agreement covers work to be performed at job sites. Vendor will be charged \$150 penalty for any debris or trash left on site from service provided with photographic evidence.

3. Time of completion

All work performed under this Agreement shall be commenced and completed on agreed upon dates with no exceptions.

4. Invoices and Payment

ALL INVOICES MUST BE SUBMITTED WITHIN 48 HOURS OF WORK COMPLETION. PAYMENTS WILL NOT BE MADE ON LATE INVOICES, NO EXCEPTIONS. WE REQUIRE A W-9 FORM TO BE ON FILE BEFORE ANY PAYMENTS ARE MADE.

5. General Provisions

Any alteration or deviation from the above or attached specifications, including but not limited to additional material or labor costs will be allowed only by written change order signed by both the CBPRE and Vendor.

Vendor at own expense shall obtain all necessary permits as required by local codes and ordinances for the work to be performed. Vendor shall not be liable for delays due to circumstances not within Vendors control such as labor strikes, casualty, unavailable material or acts of God.

Vendor shall complete all work in a clean and professional manner and in compliance with all applicable building codes. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.

6. Remedies:

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to submit invoices when due), the other party may terminate the Agreement by providing written notice to the defaulting party.

7. Entire Agreement:

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

8. Severability:

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.



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9. Amendment:

This Agreement may be modified or amended in writing ONLY and must be signed by the party obligated under the amendment. If CBPRE learns of written or verbal complaints against a Vendor showing reasonably conclusive evidence that the Vendor has practiced deception by either: giving false information about quality, condition or value of work performed, CBPRE may revoke this Agreement or take other appropriate action.

10. Governing Law:

This Agreement shall be construed in accordance with the laws of the State of California.

12. Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. Any Vendor who seeks to evade, or refuses to comply with requirements mentioned above will be denied Agreement privileges.

CBPRE may impose additional rules and regulations, as CBPRE deems necessary. CBPRE will notify Vendor of these additional rules.

Signed this _____ Day of _____, 20____

Signature

Signature

Coldwell Banker Pioneer Official

Name of Vendor