

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into as of _____, by and between _____ ("Vendor"), and Quartr Living LLC, an Arizona Limited Liability Company ("Quartr Living").

1. Vendor Relationship

The Vendor agrees that the following terms shall apply to all contracts and agreements between the Vendor and any properties managed by Quartr Living. The Vendor shall provide [details of products/services] in accordance with the specifications outlined in individual contracts.

2. Responsibility of Payment

Vendor understands and agrees that the legal Owner of the community is solely responsible for the payment of any materials or services performed or delivered to a community. Quartr Living and its agents / employees represent the Owner herein as purchasing agents only. Quartr Living does not vouch for, offer or guarantee payment for goods and/or services contracted on behalf of the Owner. This notice includes and extends to both written as well as verbal contracts and/or orders given by Quartr Living on behalf of Owner. No representation of the creditworthiness of Owner is expressed or implied by Quartr Living. Owner is solely responsible for payment of any contract sum and all other costs, which may result from any transaction(s) with Vendor.

Vendor hereby agrees that in the event any collection action or legal proceeding that is initiated by Vendor, or its representatives, against Quartr Living in connection with any property, Vendor shall indemnify and hold harmless Quartr Living for any and all damages or costs (including, but not limited to, attorneys' fees and costs) incurred by Quartr Living in connection with Quartr Living being named or pursued in any such action or proceeding.

3. Vendor's Insurance

The Vendor agrees to carry and maintain appropriate insurance coverage, including but not limited to general liability insurance, workers' compensation insurance, and any other insurance required by law or reasonably requested by Quartr Living. The Vendor shall provide evidence of insurance upon request.

4. Indemnity Clause

Vendor agrees to waive all rights of subrogation, to indemnify, defend, and save Quartr Living, Owner and Owner's Agent harmless from and against any and all claims, losses, costs and liabilities arising out of damage to property, or injury to, or death of persons occasioned by or in connection with Vendor or Vendor's agents work. Vendor agrees to indemnify Quartr Living, Owner and/or Owner's Agent against same arising from its performance of work under the contract, including liability for injuries to its employees, dangerous conditions created while the work is being performed, and dangerous conditions resulting from improper completion of the contract.

5. Safety

Vendor warrants that is has the expertise to determine what safety procedures are required to protect workers, residents and/or others during the performance of the contract, and that it will comply with, and ensure that its employees comply with, all safety requirements that are required by law, are standard in the industry or would be employed by a prudent person in performing the

work at hand. Vendor has a duty to continually inspect the worksite to ensure safe working conditions.

6. Vendor Property and Materials

Any property, equipment, or materials provided by the Vendor and left on Quartr Living's premises shall be at the Vendor's risk. The Vendor is responsible for the removal of any such property, equipment, or materials upon the termination of this Agreement.

7. Attorney's Fees and Costs

In the event of a dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with such dispute.

By signing below, Vendor acknowledges compliance with all requirements stated in this document. Changes or modifications to this agreement by Vendor shall not be binding unless acknowledged in writing by a Principal of Quartr Living LLC.

Signature of Authorized Agent

Printed Name/Title of Authorized Agent

Street Address

City, State and Zip Code

Date Signed

Phone Number