



Vision Master Services Agreement

Effective Date: _____

This Vision Master Service Agreement ("Agreement") is in effect based on *effective date* entered between Vision Maintenance Group LLC ("Vision"), a limited liability company with a mailing address of P.O. Box 327 West Creek, NJ and the Vendor Partner ("Vendor") listed below:

Vendor Partner: _____

Office Address: _____

City: _____ State: _____ Zip: _____

The conditions set forth herein this Agreement between Vision and Vendor, collectively ('Parties') is intended to be legally binding based on the terms and conditions as outlined in this agreement upon execution of both parties.

Vendor Partner:

Print: _____

Title: _____

Phone: _____

Email: _____

Vision Maintenance Group LLC:

Print: _____

Title: _____

1. Agreement Term:

The term of this Agreement will be set by a detailed scope of work outlining the duties, responsibilities, and detailed service requirements for each contractually assigned statement of work.

2. Vendor Partner Obligations:**a. Vendor Partner Employees**

In accordance with all applicable laws, the Vendor agrees to obtain and maintain all necessary licensing required and/or regulated by local, state, and federal laws for themselves and employees. Vendor agrees to hire employees who have the appropriate professional licensing, technical skill set, training certifications, and verbal communication skills to perform the duties as required under this Agreement. These obligations are not limited to adhering to local and state employment laws in conjunction with payroll tax, withholding and reporting requirements, and all employees completing I-9 form distributed by the Department of Homeland Security to verify citizenship for employment verification.

b. Subcontractors

Vendor Partner hereby understands that this Agreement does not constitute that Vision is accepting of our Vendors to subcontract any assigned scope of work under this agreement. The Vendor is fully responsible for the performance, completion of satisfactory and agreement of the terms set forth in this agreement. Should Vision come to find out any differently that the Vendor has subcontracted any scope of work without Vendor seeking written approval prior to acceptance of assignment, this will be grounds for immediate termination of the Agreement. This could also result in potential non-payment should any scope requirements or employment verification of the hired subcontractor cannot be met or determined. It will be at the sole discretion of Vision to approve the request for use of subcontractor(s).

c. Criminal Background Checks

To the extent permitted by applicable laws, Vendor Partner can demonstrate if proof is requested of Vision that a criminal history check has been conducted or will confirm upon completion prior to Vendor's employee arriving at the customer site. Upon Vendor being assigned a scope of work, Vendor is agreeing that the assigned employee has had a criminal background check that consists of Federal, State and Local checks on sex offender registries, and convictions of any felonies, warrants that include but not limited to robbery, assault, illegal weapon possession, theft, terroristic threats, child endangerment, animal endangerment, shoplifting, money laundering, larceny etc. Should any damages or loss arise from Vendor's violation of this section, Vendor shall indemnify and hold Vision harmless.

d. Substance Abuse/Drug Testing

To the extent permitted by applicable laws, Vendor agrees to immediately remove any personnel who is known to be or reasonably suspected to engage in substance abuse while

on location at any of Vision's customer locations and/or affiliates while performing contracted work. An investigation for suspicion should be conducted with appropriate measures by Vendor's policy and plan implementation.

Drug Testing should consist of a urine panel analysis for presence of cocaine, PCP, opiates, morphine, heroin, barbiturates, oxycodone, ecstasy, methadone and methaqualone.

3. Insurance Requirements

Vendor carries insurance at time of service and maintains insurance coverage under the terms of this Agreement. The vendor will adhere and submit the requirements as stated in this agreement. Failure to maintain insurance coverage will result in non-payment and vendor will be in a breach of agreement. Failure to have current insurance on file with Vision at time of payment covering time of services will delay payment or prevent payment.

Insurers shall have at least an A –(excellent) rating by A.M. Best and be qualified to conduct business in the jurisdiction where the assigned service is located. The vendor insurance must be primary and non-contributory and provide a waiver of subrogation in favor of Vision along with Vision clients.

The vendor agrees that the obtained insurance for General Liability will clearly identify Vision Maintenance Group along with Vision's clients and customers as an additionally named insured on all such policies and certificate of insurance.

A certificate of insurance will be provided to Vision prior to beginning work on customer premises with the following requirements listed below:

Certificate Holder: Vision Maintenance Group, LLC., PO BOX 327, West Creek, NJ 08092.

Description of Operations: *Vision Maintenance Group and all indemnified parties along with respective officers, agents, employees and clients shall be named as Additional Insureds on the GL, AU and UM. The GL shall include ongoing and completed operations/products which must be primary and non-contributory. Waiver of Subrogation applicable to GL, UM and WC. All policies include endorsements providing 30 days cancellation or change notification.*

a. Commercial General Liability

Including Ongoing and Completed Operations
Occurrence Basis
Primary and Non-contributory
\$1 million per occurrence
\$2 million aggregate

b. Workers' Compensation / Employer's Liability

Statutory Requirements
\$1 million coverage
\$500K minimum coverage

c. Auto Liability

Commercial preferred
\$500K coverage

d. Umbrella/ Excess Liability

\$1 million preferred per occurrence
\$1 million preferred aggregate

e. Endorsements and Declaration Pages

This documentation can be requested from your agent or found in your policy.

f. Snow and Ice Services (if applicable)

Any vendor performing snow and ice services shall provide the following to show coverage:

- Snow Endorsement
- Identify on Certificate of Insurance if vendor has separate snow policy.
- Verbiage in the description of operations stating:
"The GL policy does not contain an exclusion for snow/ice removal operations."

4. Indemnification

To fullest extent permitted by law vendor, along with vendor's affiliates, agents or employees shall at vendor's own cost and expense defend, indemnify, and hold harmless without limitations Vision Maintenance Group LLC and Vision's customers, clients and/or property owner or lessee along with both Vision and Visions' customer respective officers, directors, employees, agents, shareholders, partners, affiliates, related entities, successors and permitted assigns ("Indemnified Parties") where services are performed, from and against any and all liabilities, obligations, demands, cause of action, losses, fines, settlements, claims including but not limited to claims involving: personal injury, property damage, contractual, losses, fines, expenses and legal fees asserted against Vision arising out of out of or resulting from any work, service or performance under this Agreement to the extent caused in whole or in part by (i) the acts or omissions of the vendor and all parties associated including any reckless or willful misconduct in connection to services or any obligation under this agreement (ii) claims involving personal injury, property damage, contractual damages, losses, expensed, legal fees asserted against Vision's and all of Vision's associated Indemnified Parties resulting from alleged Vision's own negligence to be a contributing factor but not gross negligence.

5. Arbitration

Vendor agrees Vision shall have the right to demand that any conflict, controversy or claim arising out of or related to this agreement or breach thereof be submitted to and settled by the arbitration administered by the American Arbitration Association. In agreeing to this provision, vendor acknowledges that should Vision elect arbitration, the vendor is waiving right to pursue litigation in State, Federal or any other Court and waiving right to trial by jury.

Should the vendor assert any claims against Vision, the vendor shall provide Vision with written notification outlining the nature of the claim and the amount of damages the vendor is seeking via Certified mail. Vision will have 30 days from receipt of correspondence to respond to vendor to proceed in initiating arbitration or decline to submit the matter to arbitration. All costs associated with the administration of the arbitration process shall be covered by the vendor including, but not limited to all filing and arbitrator's fees.

New Jersey law will apply and judgement on the award will be rendered by the arbitrator and entered into any court having jurisdiction.

6. Venue

Each party agrees that any legal action or proceeding that arises out of this Agreement, must be filed and litigated by any party will be in Ocean County in the State of New Jersey. Depending on the amount in damages in dispute, parties agree that filing of any suit or pleading must be in Ocean County, New Jersey, the Small Claims, Special Civil or Law Division courts.

If vendor files any suit or legal pleadings in any other state from New Jersey, vendor agrees that they are in breach of this Agreement and will reimburse Vision all costs and legal fees associated with claim.

7. Governing Law

This Agreement and all related documents, and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of New Jersey.

8. Waiver of Jury

Each party irrevocably and unconditionally waives any right to trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated.

9. Liens and Claims

To the fullest extent permitted by law, Vendor waives any and all rights to file any type of lien or claim against any of Vision's customers/client for services, labor, billing or work performed without written consent to Vision or matters left unresolved amicably between Vision and vendor. If the Vendor violates any provisions, Vendor agrees to authorize Vision and associated agents to take all such actions deemed reasonable and necessary to withdraw and cancel such filed liens or claims. In addition, at no time shall the Vendor interfere or disrupt any of business dealings with any of Visions' customers.

If Vendor fails to adhere to these provisions, Vendor will fully compensate Vision for all efforts and expenses including costs, attorney fees and customer losses.

10. Confidential Information

Shall be defined to mean the terms of this Agreement and all proprietary business information including without limitation, our customer lists, any services provided, and the pricing charged for such services, our billing and payment procedures, our Work Orders, schedules, contracts and any other forms (hereinafter referred to as “Confidential Information”) will be known by you and your employees. Vendors must keep confidential and not disclose any Confidential Information to any third parties including, but not limited to any Vision Maintenance Group LLC clients and/or competitors. Discovery of any disclosure will result in an immediate termination of any and all contractual obligations and Agreement. Upon termination, vendor must return all Confidential Information to Vision Maintenance Group LLC.

11. Direct Contact

At no time, and under no circumstances shall the vendor, its agents or employees, contact or communicate with any of Vision’s customer accounts regarding disputes, questions, or inquiries regarding any billing, invoicing, payments or work performed at such locations. If at any time the vendor inquires or attempts to communicate with Vision’s customer accounts regarding mention of disputes, questions, or inquiries regarding any billing, invoicing payments or work performed, Vendor will be in breach of this Agreement and any other contractual documentation acknowledged by Vendor on record. Vendor acknowledges that Vision has expended significant resources and efforts in establishing and maintaining customer accounts. Direct contact by vendor would result in interfering and cause damage to such client relationships. Should a vendor choose to not adhere to all said mentioned, Vendor will be liable for all associated costs of losses and fees associated to this violation. This provision shall survive the termination and/or expiration of this Agreement for a period of (2) years.

12. Non-Competition and Non-Solicitation

During the term of this Agreement and for a term of (24) months thereafter; Vendor, vendor employees, subcontractors, directors, officers, agents agree not to contact, contract, solicit or do business with any of our customers (assignees or designees), directly or indirectly for whom which you performed any services while under this Agreement which includes all locations of customer, not just locations where services were performed. In turn, you agree to not solicit any employees nor hire any of our employees during the term of this Agreement and for (12) months following Agreement termination.

13. Damages

Vendor understands and agrees that it will be fully and solely responsible for any damages to the property of any of the Company's customers caused by vendor and/or vendor employees for any damages to the property that the Vendor, Vision or Customer becomes or is made aware of at time of incident or discovered while under contract. Any damages known caused by Vendor should be brought to Vision's attention immediately with an incident report outlining the details and providing photos documenting the incident. At which time, Vision will proceed with instructions to Vendor on what process will be taken associated with the damages that aligns with customer contractual terms. Such as but not limited to (i) Vendor will at vendor's expense repair the damages while monies owed are held until Customer signs off as sufficient (ii) damages will be reported to Vendor's insurance company after estimates have been acquired to address and fulfill requirements of Vendor policy (iii) Customer may seek to have damages repaired themselves and submit for reimbursement which in turn will be possibly deducted from monies owed to Vendor, or submitted to insurance for reimbursement. Vendor will be responsible to remedy the defects within 30 days of notice.

14. Failure to Perform

If Vendor while bound to this Agreement fails to sufficiently staff a location or fails to perform services to Vision and Customer's expectations and satisfaction as required, Vision retains the right to hire other parties to complete or perform work as scoped. Vendor will in turn acknowledge that any additional costs, fees, materials and any exceeded pricing for failed services will be paid by monies owed to Vendor.

15. Warranties

a. *Services*- The services performed pursuant to this Agreement and any Statement of Work must be conducted (i) in a professional, ethical workmanlike manner and shall not engage in unwarranted behaviors while performing services such as: smoking, vaping, use of drugs, sleeping or engaging in any physical altercations (ii) all Vendor employees must be properly trained, competent, and possess the necessary skills with current licensing or certifications applicable by industry and state standards and be able to provide such documentation upon request. Vendor will guarantee services for a period that is deemed reasonable by industry standards to correct any issues, defects or repairs at Vendor's cost.

b. *Goods & Materials* – If vendor is required to provide any goods or materials to perform and complete Statement of Work the ("Products") used will be free of all latent defects, is safe and selected for the intended use of wear and tear of Products and has all the original manuals and documentation to be provided. Any manufacture warranties will be passed onto customer. Any warranties not properly filed or maintained at time of installation that customer does not benefit from should there be any defects or issues discovered, vendor agrees to pay for any replacement parts and labor at vendor's expense.

16. Safety

Vendors shall at their own expense, preserve and protect their employees that are engaged in conducting services along with the property surroundings that may or could be affected by the outcome of work performance and operations. Vendors should comply with all local, state and federal law provisions associated with environmental safety standards and applicable provisions of OSHA regulations and guidelines.

Vendors shall maintain a safety program tailored to the industry of their services and skills. This safety program should be designed to protect and prevent damages, injuries or losses to any personnel while on and off any location. Should vendor fail any inspections conducted by OSHA or affiliated agencies, Vendor is solely responsible for such damages, fees and/or violations contributing from any negligence of Vendor to be able to maintain and demonstrate compliance.

17. Vendor Pricing

Vendor shall commit to provide Vision with favorable market pricing for each work order or contracted work/project. The Vendor in no event will charge Vision an amount greater than standard market value and rates for similarly used services that are comparable to services in same geographical regions or customers.

18. Payment Terms

The payment terms will be specified per Statement of Work or Contract.

19. Vendor Invoicing

a. *Invoicing*- The Vendor understands and agrees that submitting invoices within outlined deadlines is imperative to this Agreement as well as Vision's commitment to customer contractual obligations. Invoicing should be viewed as a sense of urgency by the Vendor. Each customer of Vision has particular invoicing procedures and Vendor will be provided with these particulars in all assigned SOW. The vendor will be responsible for providing timely and accurate invoice requirements or risk delays in payment or possible lack of payment.

b. *Submitting*- Invoicing should be submitted within 30 days of work completed, which is industry standard or otherwise instructed with SOW provided to Vendor. Completing and submitting invoicing is essential to Vision's business operations and maintain customer standing. Any invoices submitted without written authorization within 30 days of work completed are subject to a 10% administrative deduction.

c. *Failure to Submit* - by the Vendor to submit invoicing correctly, accurately and timely repeatedly will place your company at risk of being terminated or placed on probation. Business operations depend on the accuracy and timing of each vendor to submit their invoicing and in turn Vision to submit their customer billing.

d. *Invoice Amount* - Vendor agrees to submit invoices with applicable taxes that is in accordance with state tax laws. Vendor shall submit invoices with pricing that has been agreed upon by both Vendor and Vision. Vendor shall not invoice for any charges or materials not approved prior to Vendor proceeding without authorization from a Vision representative. The vendor shall only be paid for the amount authorized at time of service.

e. *Invoice Disputes*- Vision will have no obligation to pay Vendor any amount that is disputed until reasonable efforts from both Vision and Vendor have been made to reach a comparable resolution. Should the resolution prove to pay Vendor the disputed balance, Vision in turn will pay the agreed amount in the following calendared scheduled payables.

f. *Vendor Requirements* – Vendor payment will not be released unless Vendor is deemed compliant with having current W9 completed and submitted, Vendor Master Agreement signed and submitted, and an Approved Certificate of Insurance covering time of services.

20. Survival of Agreement

Upon any termination or expiration of this Agreement, the respective rights and obligations of Vision and the Vendor hereto shall survive said expiration or all terminations to extent necessary to carry out the intentions under this Agreement.

21. Miscellaneous

a. Assignment

This Agreement may not be assigned, transferred or delegated without written consent by Vision Maintenance Group, LLC.

b. Publication of Logo

Vendor shall not at any time use any logos or publications deemed trademarked, or trade named that includes any pictures or logos associated or identified by Vision or any of Visions' customers without prior written authorization consent.

c. Charging Against Vision

Vendor agrees that it will not use Vision's name or attempt to use it for purpose of buying or charging any fuel, equipment, tools, marketing material, and subscriptions. If Vendor makes any improper charges against Vision, Vision will have the immediate right to take legal action to terminate and collect for improper charges. Vendor will be responsible for all expenses, fees and legal fees incurred by Vision.

d. Vendor Expenses

Vendor is responsible for all their own travel expenses that include but not limited to mobilization, demobilization of equipment to site or from site to site. Vision is not required to accept or compensate any charges for breaks, downtime, fueling, or time to service any down, inoperable or inactive vehicles or equipment. The Vendor will absorb the time, and this time is not billable to Vision. Vendor is solely responsible and required to provide all necessary tools, repairs and maintenance at their own expenses.

e. Non-Disparagement

Vendor agrees that vendor will not at any time verbally state, make, publish or use any means of communication to any person, entity or Vision's clients in any public forum and derogatory, defamatory or disparaging remarks, comments or statements concerning Vision, Vision's business, or any of Vision's employees, directors, officers and existing customers or prospective customers or other third parties. Vendor understands that this section does not in any way infringe upon you exercising your protected rights, yet Vision will exercise its' rights to seek legal recourse should Vendors' actions result in any losses pertaining to employees, current customers, prospective customers, investors and suppliers or of monetary value.

f. Records

Vendor shall maintain all accurate books and records with respect to all services associated to Scope of Work, Work Orders, Contracts or Projects performed by Vendor.

g. Termination

Vendor shall not terminate this Agreement or any Scope of Work/project prior to the expiration of the term set forth in the signed Scope of Work, Work Order or Project Agreement. Vision may terminate this Agreement along with any signed Scope of Work, Work Order or Project Agreement at any time for any reason within 24 hours written notice to Vendor. Said written notification can be sent by any means of communication from Vision.

h. Agreement Terms

Vendor agrees that they have read and understand all the provisions, clauses and information provided in the Agreement. The Vendor is entering into this Agreement voluntarily without any coercion from any other party, person or company influences.