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## **Affiliate Vendor Agreement**

All County Servicing has a philosophy of inclusivity, honesty and reliability for the clients we serve and the individuals we employ.

This Agreement applies to The Vendor, and The Vendor subcontractors.

All County Servicing is the sole owner and as such we have a fiduciary responsibility as to when work is initiated and when payment is made.

When working for All County Servicing all undersigned vendors, contractors and/or independent contractors must comply with the provisions contained in this Agreement.

- 1. Insurance and Taxes:** Vendors shall maintain and provide All County Servicing with their Tax ID number (W-9) and a copy of Contractor Business Liability Insurance, Comprehensive General Liability Insurance, Workers Compensation Insurance, in amounts satisfactory under state law. Such documentation must be provided to All County Servicing before any work can be assigned.
- 2. Employees:** Vendor verifies that no person in their employ, working on any property for All County Servicing has ever been convicted of a felony offense related to burglary/theft, drugs, sex related crimes, acts of violence against another person or property, etc.
- 3. Scheduling:** Assignments/Proposals must be accepted by the Vendor within 24-48 hours of delivery. Assignments/Proposals are to be performed in a timely, thorough and efficient manner to the satisfaction of according to the work order, standards of workmanship and acceptability of All County Servicing and the owner of the property. Any work that does not meet the above requirements, will be promptly corrected by the Vendor at his expense, including the cost of labor and materials.
- 4. Re-Assignment of Work Orders:** It is agreed that no part of the work or other obligations herein may be assigned by the Vendor to another Vendor, subcontractor or business without permission from All County Servicing in writing.
- 5. Resident/Client Contact:** Emergency work shall be done by the Vendor when assigned as soon as reasonably possible as determined by the All County Servicing. If direct contact is needed it is imperative to identify yourself when contacting tenants/residents and advise them that All County Servicing has requested the work to be performed.
- 6. Keys:** If keys are provided to the Vendor, the key must be returned promptly after

the work has been completed. If a key is obtained by a lockbox on the door of the residence, replace it into the lockbox before leaving the premises. DO NOT take keys home or place of business. If not returned within 24 hours after completion of work, doors will be re-keyed and charged back to the Vendor.

**7. Preventative Maintenance and Checking CO and Smoke Alarms:** While at the property, inform All County Servicing of any "preventative" maintenance needed such as inadequate lighting, water leaks, loose handrails, step or railings, leaking gutters, dripping faucets, faulty smoke or Carbon Monoxide detectors, etc. If Vendor is a General Maintenance Technician all smoke and Carbon Monoxide detectors are to be checked each time Vendor is at the property. Please report any possible nuisance issues such as drug use, filth, and/or damage to the property. All County Servicing deems Vendor an expert in their field and many times will call upon that expertise to determine who is responsible for the damage and/or repair; the Owner or the Tenant/Resident.

**8. Work Orders:** If, while at the property, any additional repairs are needed, contact All County Servicing for approval prior to doing any additional work. Only authorized repairs are to be done. Vendor warrants and agrees that both the materials supplied and the work performed will comply with the work order issued.

**9. Job Site Care:** Clean up before leaving the property, remove all scrap materials and trash including any safety hazards. Please be conscious of tracking in mud or dirt onto the flooring. If the resident's belongings need to be moved, please return them to their proper place. Please refrain from using the tenant/resident's private restroom facilities.

**10. Utilities and Lock Boxes:** Vendor agrees to conserve all utilities during work. Turn thermostats to 60 degrees during the winter months, 80 degrees during the summer months and leave in the off position during the spring and fall months in the vacant units. Never adjust the thermostat if the property is occupied. When leaving a property check windows or doors the Vendor may have opened, that they are locked, secured and lights turned off. Contractor agrees to keep lock box codes confidential. Additionally, vendors agree to replace keys in lock boxes, close the lock box, and spin the combo numbers. Vendors are to notify All County Servicing immediately if lock boxes are found open, keys missing or when any door or window is found open or not in the locked position. Vendor is not allowed to copy any key given to Vendor for any reason, without the permission of All County Servicing.

**11. OSHA, Lead Based Paint and Biohazards:** All vendors agree to comply with OSHA requirements. Contractor agrees not to disturb 6 square feet of an interior wall or 20 square feet of exterior of any property built prior to 1978 unless they are a current Certified Lead Based Paint Renovator or work under a Certified Lead Based Paint Renovator Firm. Prior to commencing work on any painted surface, the area will be tested for lead. If found to have lead based paint, proper documentation to and from the resident is required before work is started and follow proper protocol for work to be performed and paperwork provided to All County Servicing. If a property is found to have asbestos in floor tiles or sheet rock, for example, prior to any further work, must be contacted as to how to proceed. No work is to be performed without the express knowledge of All County Servicing if in fact a biohazard does exist. If any biohazard work is performed and not approved by All County Servicing,

such as mold, asbestos, sewage, lead based paint, for example, Vendors will be asked to stop work. Vendor's insurance company will be contacted.

**12. Behavior and Appearance:** Keep in mind that Vendor is representing All County Servicing and their employees are expected to treat the tenants/residents in a professional and respectful manner. Appearance must be neat and clean, refrain from offensive behavior and language, a professional demeanor maintained at all times when working on properties. No smoking, drinking or eating at the property is allowed.

**13. Invoices and Payment Cycle:** Invoices must be submitted via email to [ashna.nehra@acspmg.com](mailto:ashna.nehra@acspmg.com) or [ktacsconstruction@gmail.com](mailto:ktacsconstruction@gmail.com) within 48 hours of completion of work. The invoices should include a brief description of the work performed and / or work needed. Vendors should take before and after photos of each project for reference. Invoices not properly submitted via email will not be processed. Invoices will not be accepted past 30 days of completion date.

**14. Indemnification:** To the fullest extent permitted by law, the Vendor will defend, indemnify and hold harmless, All County Servicing, from all damages, losses and expenses, including attorney's fees, from any claims or damages of any kind resulting from the performance of this Agreement, but only to the extent caused in whole or in part by any negligence of Vendor or any of its subcontractors, agents or employees.

**15. Default and Remedies:** Any of the following acts, actions or inactions by the Vendor shall constitute a material default in Vendors performance under this Agreement: (A) Vendors failure to perform the work under this Agreement or to furnish material in connection, therewith, in an expeditious and efficient manner or to keep a reasonable number of employees working at all time on said work: (B) Vendors failure to pay any of its bill when due, whether labor or material: (C) Vendors is or is about to become insolvent, bankrupt or, in the opinion of , financially unable to complete the work order in accordance with its terms: (D) Vendor Failure to comply with any of the terms of this Agreement. In the event of such default, within forty-eight (48) hours from the time of dispatch of said notice, may without further notice engage another Vendor. The amount paid to such other Vendor or incurred by including reasonable overhead, profit and attorney fees in completing the work to be done under this Agreement shall be deducted from any sums payable to Vendor. Should said amount exceed the balance due to Vendor, then in the event of any default as specified herein, the payment schedule specified in the Agreement shall be of no force and effect, and no money whatsoever shall be due to Vendor until the whole of the work to be performed under this Agreement has been completed to satisfaction. For the purpose of completing such work, is hereby authorized to take possession of and use all materials on the job site as well as material in the course of preparation wherever located. Nothing in this paragraph shall limit any other remedies or rights under any other provision of law or this Agreement. In the case of any legal action taken to enforce this Agreement, the prevailing party shall be awarded costs and reasonable attorneys' fees.

**16. Fair Housing:** is an equal opportunity housing provider. We fully comply with the federal Fair Housing Act. We do not discriminate against any person because of race, religion, sex, handicap, familial status, color, or national origin. We also comply with all state and local Fair Housing Laws. Compliance of this Fair Housing Act is expected of all vendors working for All County Servicing.

**17. Terms:** The terms and conditions of this agreement shall remain in effect for all future work performed by Vendor unless a specific agreement signed by both parties is entered into to change this ongoing condition of this Agreement.

**The above statement of conditions items 1-17 have been reviewed by Vendor and Vendor is in agreement with the above conditions and also agrees that it is the Vendors obligation to educate their crews with the above information.**

**Legal Name of Company:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone Number(s):** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Federal ID Number: SSN (if sole proprietor):** \_\_\_\_\_

**EPA Lead Base Paint Certificate #:** \_\_\_\_\_

X

\_\_\_\_\_  
**Vendor Representative Signature:**

\_\_\_\_\_  
**Date:**