

STEEL RIVER MANAGEMENT SERVICES

VENDOR AGREEMENT

General vendor onboarding, compliance, and service terms

Vendor / Company Name		DBA (if applicable)	
Primary Contact		Phone	
Email		Website	
Business Address		City / State / ZIP	
Type of Service / Trade		EIN / Tax ID (last 4 only)	

1. PURPOSE AND RELATIONSHIP

This Agreement establishes the general terms under which the vendor identified above (**Vendor**) may provide goods or services for Steel River Management Services, LLC (**Steel River**) and/or community associations managed by Steel River (**Association**). It does not guarantee any minimum amount of work, exclusivity, or future assignments. Project-specific proposals, purchase orders, work orders, or written authorizations may add requirements.

2. AUTHORIZATION TO PERFORM WORK

Vendor shall perform work only when authorized by Steel River or an authorized representative of the applicable Association. Vendor shall not materially expand scope or incur additional charges without prior authorization, except when immediate action is reasonably necessary to prevent imminent injury or significant property damage. Emergency work beyond the authorized scope must be reported promptly.

3. STANDARD OF PERFORMANCE

Vendor shall perform services professionally, safely, timely, and in a workmanlike manner consistent with generally accepted industry standards and the authorized scope. Vendor is responsible for supervision, tools, equipment, materials, jobsite safety, permits, and lawful performance.

4. LICENSES AND COMPLIANCE

Vendor represents that it will maintain all licenses, registrations, permits, and certifications legally required for its services and comply with applicable federal, state, and local laws, safety rules, building codes, and community requirements.

5. INSURANCE

Before beginning work, Vendor shall provide a current Certificate of Insurance evidencing coverage appropriate to the services performed. Required limits and endorsements may vary by Association or project. Steel River or an Association may request updated certificates, additional insured status, waiver of subrogation, primary/noncontributory wording, workers' compensation, automobile liability, or other reasonable evidence of coverage. Vendor shall promptly provide renewals and notice of cancellation or material reduction.

6. INDEPENDENT CONTRACTOR

Vendor is an independent contractor and not an employee, partner, joint venturer, or agent of Steel River or any Association. Vendor is solely responsible for compensation, taxes, benefits, insurance, supervision, and direction of its personnel and has no authority to bind Steel River or an Association unless expressly authorized in writing.

7. SUBCONTRACTORS

Vendor remains fully responsible for the acts, omissions, workmanship, compliance, insurance, and payment of its subcontractors. Steel River may require advance disclosure or approval of subcontractors for particular assignments.

8. INVOICING AND PAYMENT

Invoices must identify the applicable Association or property, service date, work performed, authorization reference when available, and itemized labor, materials, taxes, and approved charges. Vendor shall use the invoice method or platform designated by Steel River. Incomplete, duplicate, unsupported, or unauthorized invoices may be returned or delayed. Payment timing may depend on Association approval, available funds, contractual terms, and completion of required documentation. Vendor shall not bill a homeowner directly unless specifically authorized.

9. TAX DOCUMENTATION

Vendor shall provide a properly completed Form W-9 and promptly report changes to its legal name, tax classification, address, or taxpayer information. Vendor is solely responsible for its tax obligations.

10. PROPERTY, CLEANUP, AND DAMAGE

Vendor shall take reasonable precautions to protect residents, Association property, landscaping, structures, vehicles, and personal property; maintain a reasonably safe and orderly work area; and remove its debris upon completion unless otherwise agreed. Vendor is responsible for damage caused by its negligence, misconduct, or deficient performance.

11. CONDUCT AND COMMUNICATION

Vendor and its personnel shall act professionally with homeowners, residents, board members, management personnel, and other vendors. Contract, payment, scope, and authorization questions should be directed to Steel River rather than individual homeowners unless instructed otherwise. Vendor shall not represent that it speaks for Steel River or an Association.

12. CONFIDENTIALITY AND INFORMATION SECURITY

Vendor shall use nonpublic information obtained through its work only to perform authorized services and shall reasonably protect homeowner, Association, financial, access, security, and business information. Vendor shall not sell, publish, disclose, or use such information for unrelated marketing or other purposes except as required by law.

13. INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless Steel River, the applicable Association, and their respective directors, officers, employees, and agents from claims, damages, losses, liabilities, costs, and reasonable legal expenses arising from Vendor's negligent acts or omissions, willful misconduct, breach of this Agreement, violation of law, or acts or omissions of its personnel or subcontractors. This provision does not require indemnification for a party's sole negligence where prohibited by law.

14. LIENS AND PAYMENT CLAIMS

Vendor shall comply with applicable notice, lien, and payment-claim laws. Before asserting a lien or similar claim, Vendor shall provide legally required notices and a written statement of the disputed amount to the party responsible for payment. Nothing here waives rights that cannot legally be waived.

15. SUSPENSION AND TERMINATION

Steel River or the applicable Association may suspend assignments or terminate Vendor's approved status at any time, subject to obligations for properly authorized and satisfactorily completed work. Vendor may decline future assignments. Confidentiality, payment, indemnification, and responsibility for completed work survive termination as applicable.

16. PROJECT-SPECIFIC TERMS

Written proposals, work orders, contracts, or Association requirements may supplement this Agreement. If a direct conflict exists, the more specific written project term controls for that project unless prohibited by law.

17. ACKNOWLEDGMENT

By signing below, Vendor confirms that the information provided is accurate, that the signer has authority to bind Vendor, and that Vendor agrees to comply with these terms while performing authorized work for Steel River-managed communities.

VENDOR

Authorized Signature

Printed Name / Title

Date

STEEL RIVER MANAGEMENT SERVICES, LLC

Authorized Signature

Printed Name / Title

Date

Vendor onboarding checklist: Vendor Agreement | Form W-9 | Current Certificate of Insurance | Required licenses/supporting documents

Template note: This agreement is a general business template and should be reviewed by qualified legal counsel for the jurisdictions and communities in which it will be used.