



## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into on «VENDOR\_DATE» (the “Effective Date”) by and between Centerspace, LP (“Centerspace”) and «VENDOR\_BUSINESSNAME», with its principal business address of «VENDOR\_ADDRESS» (“Contractor”). The Parties acknowledge that Centerspace is either the owner of the property or acting on behalf of the owner, and, therefore, this Agreement shall be binding on and inure to the benefit of Centerspace, the property owner, and their respective assigns (collectively “Centerspace”), and the Contractor. Centerspace and Contractor are collectively referred to herein as the “Parties” and sometimes individually referred to herein as a “Party.”

The Parties hereto desire to enter into this Agreement relating to various projects from time to time, which will be individually identified in the Scope of Work and other Exhibits for each project.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions of this Agreement including the Exhibits attached hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. NATURE OF BASE AGREEMENT/ SCOPE OF WORK**

A. Base Agreement: This Agreement shall act as a base agreement under which the Parties can enter into multiple specific transactions by executing an additional Scope of Work (“SOW”) in the same or similar form as Exhibit A attached hereto. At any time and for any reason, Centerspace may submit to Contractor written proposed changes or additions to and/or deletions from the Work covered by any SOW. No changes, additions or deletions shall become effective or paid for by Centerspace unless authorized in writing by Centerspace prior to any such changes. For the purposes of this Agreement and all the Exhibits attached hereto, the words “Work” and “Services” shall be used interchangeably, and both will mean products, services, work, and/or rentals.

B. One Agreement. This Agreement (including all Exhibits listed below), the individual SOW and any authorized written change to the Work shall form a single integrated agreement between the Parties. Any conflict or inconsistency between the terms and conditions of this Agreement, an individual SOW, or authorized Change Order shall be resolved in favor of the terms and conditions of the documents in the following order: this Agreement first, the most current SOW second, and any other written change in the Services third.

C. No Other Terms and Conditions. After the execution of this Agreement, the Parties agree that the sole purpose of any such SOW, and/or other authorized written change in the SOW or any instrument furnished or utilized by Contractor in connection with the Services is limited to describing specific Services to be performed or materials to be provided (including the applicable rate/compensation for such Services or materials), and any other language or provision in any Contractor issued instrument or similar instrument, including, but not limited to, invoices, proposals, estimates and price sheets that purport to expand, limit, modify, waive or otherwise define the rights or duties of the Parties shall be void, and therefore will not be binding on Centerspace.

D. Exhibits. For reference purposes, the following is a listing of the Exhibits applicable to this Agreement:

- Exhibit A – Category Definition by Job Type
- Exhibit B – Centerspace’s Minimum Contractor Safety Requirements
- Exhibit C1 – Insurance Master Services Agreement – Category One
- Exhibit C2 – COI Example – Category One
- Exhibit C3 – Insurance Master Services Agreement – Category Two
- Exhibit C4 – COI Example – Category Two
- Exhibit D – Contractor Code of Conduct

## **2. PAYMENT**

In consideration of the performance of the Work, the payment terms are as follows:

A. **Purchase Order.** Contractor shall provide no goods or services without first obtaining a Centerspace Purchase Order number. Centerspace Purchase Order numbers are all numeric should be provided by the community staff. All invoices must: (1) be in accordance with the Rate Schedules and SOW, (2) refer to the applicable Purchase Order number, and (3) include sufficient line-item detail and supporting documents for Centerspace to reasonably verify the basis of the charges, including quantities and pricing.

B. **Invoices.** All invoices are to be submitted, in compliance with Centerspace's Vendor billing instructions, through the electronic vendor portal. Invoices not submitted as directed or submitted without a purchase order may be returned or delayed for completion and resubmission.

C. **Payment Terms.** Invoices for Work completed in full compliance with this Agreement and submitted through Centerspace's electronic portal shall be paid 21 days from receipt. Invoices routed outside Centerspace's electronic portal may be delayed.

D. **Estimated Value Adjustments.** In the event an estimated value was provided when goods were ordered or services were requested by site personnel, when the final value of goods or services is determined, Contractor must contact the Community Manager to inform him/her of a specific invoice amount so that a written authorization of such a change can be processed by Centerspace.

## **3. WORK**

A. **Performance.** Contractor agrees to furnish all labor and/or materials, tools and equipment as may be required in the performance of the Work authorized by Centerspace and documented in the SOW. Contractor shall cooperate and respectfully coordinate with any other Contractors performing other Work adjacent to or in conjunction with any SOW under this Agreement. During the performance of the Work, Contractor shall notify Centerspace's Community Manager of any changes in the Work that will result in added costs. Contractor shall immediately correct any Work and/or replace any materials that are defective or fail to conform to the requirements of the SOW. Centerspace's acceptance and payment shall not relieve Contractor of responsibility for faulty materials or workmanship.

### **B. Clean Work Areas.**

1. Contractor agrees to keep driveways, walkways, and hallways clear and allow entrance and exit for all vehicular and pedestrian traffic at all times herein. Contractor shall not store any materials, tools, or equipment at the Job Site unless specifically agreed to by Centerspace in writing and such storage shall be at Contractor's own risk.
2. All materials removed from the Job Site in the course of performance shall be disposed of by Contractor in areas designed by Centerspace, or in receptacles provided by Contractor.
3. Upon Completion of the Work, the Contractor shall return the Job Site to a neat, vacuumed condition.

C. **Compliance.** The Work shall be performed in a timely and workmanlike manner and comply with all laws and regulations applicable to the Work. Contractor shall obtain and pay for all permits, bonds, and licenses as applicable for the performance of the Work under the applicable laws. All Work is to be performed during normal working hours or at such times and in such manner so as to minimize any disturbance to residents or the general public. Contractor shall not commence Work until all evidence of minimum insurance requirements in

Exhibit C are provided to and approved by Centerspace. The performance of the work shall comply with Centerspace's Minimum Contractor Safety Requirements attached as Exhibit B and Contractor Code of Conduct attached as Exhibit D.

D. Time is of the Essence. Contractor shall complete all Work within the timeframe documented in the SOW.

#### **4. INDEPENDENT CONTRACTOR**

A. Contractual Relationship. This Agreement is made with the express understanding that Contractor is an independent contractor. This Agreement is a contractual relationship, and nothing contained herein shall be construed or applied to create the relationship of employer and employee or principal and agent or master and servant between Centerspace and Contractor or any of Contractor's Subcontractors, their employees, or other personnel. Neither Contractor, its Subcontractors, nor any of its or their employees or other personnel are authorized to act or appear to act as agents or representatives of Centerspace, whether in performing the Services or otherwise. Nothing in this Agreement shall be construed or interpreted to create a partnership or joint venture between Centerspace and Contractor.

B. Taxes. Contractor shall be fully responsible for reporting and discharging all local, state, and federal income taxes for the Work, including employment payroll and social security taxes, which are the result of fees or amounts paid by Centerspace to Contractor under this Agreement.

#### **5. SUBCONTRACTORS**

The creation of any Subcontractor relationship shall not relieve Contractor of any of its obligations under this Agreement. Contractor shall be fully responsible to Centerspace for the acts and/or omissions of any Subcontractor it hires, or any subcontractor hired by its Subcontractors, as if Contractor itself had acted or failed to act.

#### **6. INDEMNITY**

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel reasonably satisfactory to Centerspace), and hold harmless Centerspace, its parent, partners, subsidiaries, affiliates, assigns, agents, and all respective trustees, managers, members, officers, directors, partners, shareholders, agents, and employees (collectively, "Centerspace Parties"), from and against any and all claims, losses, costs, liabilities, proceedings, actions, and damages, including without limitation attorneys' fees and costs, for any injuries to persons or damage to property (tangible or intangible) or legal or regulatory violations, arising from or in any way relating to the Work as a result of any act, omission, or negligence of Contractor (and any subcontractors for whom Contractor is responsible) (collectively, "Claims"), in whole or in part in (a) the performance of the Services; (b) any breach of this Agreement by Contractor; (c) any actions of Contractor's employees, agents, or subcontractors (collectively with Contractor, the "Contractor Parties"). The foregoing indemnity shall not apply to Claims to the extent caused by the gross negligence or intentional misconduct of Centerspace. If Contractor retains the Services of any subcontractors, in addition to Contractor's indemnity requirements, Contractor shall require that each subcontractor also is bound by the indemnity requirements herein.

#### **7. INSURANCE**

During the term of this Agreement and at any time Contractor is on Centerspace premises, Contractor, at its sole cost and expense, shall obtain and maintain, and shall require its agents, representatives, contractors and Subcontractors performing any portion of the Services to procure and maintain, insurance coverage at the minimum coverages, levels, limits, and conditions set forth in Exhibit C attached hereto. Liability of Contractor under this Agreement, including the indemnity, duty to defend, and hold harmless provisions of this Agreement, or otherwise at law, shall not be limited to or by the insurance Contractor is required to provide as set forth in Exhibit C.

## **8. TERM AND TERMINATION**

A. Term. The term of this Agreement shall begin upon the Effective Date and will continue in effect until terminated, as provided herein, by either Party. SOWs shall be for a term or for specific Services as specified therein and shall continue in effect until completion of the Services or termination by Centerspace. Unless earlier terminated as provided herein, this Agreement shall be in full force and effect permanently and can be modified only in writing with the approval of both parties.

B. Termination. Either Party may terminate the Agreement, any SOWs or any part thereof, at any time by giving the other Party a thirty (30) day written notice and stating the portion or portions (which may include the entire Agreement) so terminated. In the event of any such termination, Contractor shall immediately stop all Services within the allotted time. In the event the Agreement or any SOW is terminated, Centerspace shall pay Contractor for the Services completed to Centerspace's satisfaction through the termination date. Contractor shall have no further claim against Centerspace on account of such termination.

C. Termination by Centerspace. Centerspace may terminate this Agreement immediately upon written notice given to Contractor, if Contractor breaches any provision of this Agreement or fails to make prompt payment to any of its subcontractors or suppliers for materials or labor.

## **9. MECHANICS' LIENS**

Contractor hereby agrees to execute and deliver such additional documentation as may be required to demonstrate that no mechanics' liens have been or will be created as a result of the work performed or materials provided hereunder, including, without limitation, sworn cost statements and partial and final lien waivers upon payment. Contractor agrees to indemnify Centerspace against any mechanics' liens filed by its suppliers, Contractors, or subcontractors.

## **10. BILLING AND NOTICES**

A. Invoices: Billing or invoices shall be submitted through Centerspace's electronic portal.

B. Notices: Notices and correspondence required of the Parties hereunder shall be addressed to:

If to Centerspace:

**Centerspace**

Attention: Accounts Payable

Address: PO Box 1988

Minot, ND 58702

Email: vendor@centerspacehomes.com

With Copies to:

**Centerspace**

Attention: Risk Management

800 LaSalle Ave., Suite 1600

Minneapolis, MN 55402

If to Contractor:

Contractor Name: «VENDOR\_BUSINESSNAME»

Address: «VENDOR\_ADDRESS»

Email: «VENDOR\_USERID»

## **11. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State where the Services are performed, and any and all disputes hereunder shall be resolved in accordance with the laws of such State, except for any such law that would direct the application of the law of a different jurisdiction.

## **12. SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable and such invalidity or unenforceability does not have a material and substantial negative impact on the rights, duties and obligations of either Party hereto: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

## **13. SURVIVABILITY**

The rights and obligations of the Parties set forth in this Section 6 (Indemnity), Section 9 (Mechanics' Liens), Section 11 (Governing Law), Section 12 (Severability), Section 13 (Survivability), Section 14 (Non-Waiver), Section 17 (Required Consents), Section 18 (Rules of Construction) and Section 19 (Entire Agreement) will survive any termination of this Agreement.

## **14. NON-WAIVER**

No waiver by either Party of the performance of any provision, condition or requirement of this Agreement shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition, or requirement of this Agreement; nor shall it be deemed to be a waiver of, or in any manner release the other Party from future performance of the same provision, condition, or requirement; nor shall any delay or omission of a Party in exercising any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter. No waiver shall be effective unless made in writing and signed by the Party to be charged with such waiver.

## **15. AUTHORITY**

Contractor represents and warrants to Centerspace that it has the power, authority and right to enter into this Agreement and to carry out and perform the terms hereof.

## **16. ASSIGNMENT**

Contractor shall not assign this Agreement or any of Contractor's rights or obligations under this Agreement without the prior written approval of Centerspace. Subject to the foregoing, this Agreement and the covenants, obligations, undertakings, rights and benefits set forth herein shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

## **17. REQUIRED CONSENTS**

Contractor will not reveal any information concerning details of this Agreement to any other person (other than any subcontractors retained by Contractor who are required to comply with the terms of this Agreement), without the other Party's prior written approval.

## **18. RULES OF CONSTRUCTION**

In construing this Agreement, no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement, it being expressly acknowledged by the parties that they

have reviewed, understand, and agreed to all the provisions contained in this Agreement and have had adequate opportunity to obtain review by legal counsel regarding the same.

## **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties in relation to the Services and supersedes all prior agreements, understandings, and commitments, whether oral or in writing, between the Parties. This Agreement may not be amended or modified in any manner except by a written document signed by authorized representatives of both Parties that conspicuously and expressly identifies itself as an amendment to this Agreement and conspicuously and expressly identifies the specification section(s) and/or rights and obligations affected. All additional and/or conflicting terms and conditions that may appear on Contractor written documents, including delivery tickets, service order tickets, daily time sheets, invoices or any other document shall be null and void and Centerspace's signature on any Contractor written document shall not constitute Centerspace's consent to any terms or conditions set forth in such document. Centerspace rejects any additional or contrary terms and conditions contained in any such document, and Centerspace's signature on any such document shall not constitute Centerspace's consent to any terms and conditions contained therein.

## **20. MANUFACTURER'S WARRANTIES**

All manufacturer's warranties and remedies applicable to products and materials shall be assigned and transferred to Centerspace and Contractor agrees to fully assist and cooperate with Centerspace in the enforcement of such warranties.

**IN WITNESS WHEREOF**, by execution of this Agreement in the space provided below, the Contractor acknowledges and agrees with the foregoing terms and conditions as of the Effective Date.

**Accepted and Agreed to:**

**CONTRACTOR:**

«VENDOR\_BUSINESSNAME»  
(Company name)

By: «VENDOR\_SIGNATURE»  
Signature



## **EXHIBIT A CATEGORY DEFINITION BY JOB TYPE**

Identify the type of work from the Category 1 and Category 2 lists as follows that you plan to complete for Centerspace, that you are **currently insured** to provide.

For required documentation see Exhibit C:

Category 1 ONLY:

**Exhibit C1:** Insurance Master Service Agreement – Category One

**Exhibit C2:** COI Sample – Category One

Category 1 AND Category 2, OR Category 2 only:

**Exhibit C3:** Insurance Master Service Agreement – Category Two

**Exhibit C4:** COI Sample – Category Two

### **Category 1**

- General Unit Cleaning
- Unit Turnover
- Unit Carpet Cleaning
- Interior Painting
- Unit Turn Maintenance Repairs
- Unit Cabinet/Counter Repair
- Appliance Repair
- Common Area Carpet Cleaning
- Remodeling Units
- Carpeting Units
- Vinyl/Tile Units
- Cabinets/Countertops
- Light Fixturing
- Closet Organizing Systems
- Kitchen/Bath Plumbing Fixtures
- Common area/Apartment interior doors
- Exterior doors

## Category 2

- Landscaping/Pool
- Parking Lot
- Pest Control
- Window Cleaning
- Sports Court Resurfacing
- Outside Staircase Replacement
- Pool Deck Replace/Upgrade
- Landscape
- Fencing
- Irrigation Systems
- Land-Special Assessment
- Plumbing Repair
- Snow Removal
- Elevator Repair
- HVAC install /HVAC Repair
- Roof Repair
- Gutter Cleaning
- Exterior Painting
- Dryer Vent Cleaning
- Remodeling – Common Areas
- Club House Remodeling
- Garage Renovations
- Exterior Renovations (Major)
- Major Electrical
- Major Plumbing
- Elevator Maintenance
- Boilers
- Common Area Cabinets/Countertops
- Awnings
- Blacktop/Concrete
- Sidewalk Replace/Upgrade
- Parking Lot Improvements
- Chillers
- Condensers
- Cooling Towers
- Ventilation
- Fan Coil Units
- Furnaces
- Heat Pumps
- Other Major Mechanical
- Life Safety/Property Protection
- Video Surveillance
- Card Access System
- Fire Sprinkler System
- Fire Panel
- Structural work
- New Roof
- Siding/Gutters
- Windows
- Decks
- Brick/Tuck Pointing
- Insulation
- Caulking Exterior
- Playground Equipment





## **EXHIBIT B – MASTER SERVICES AGREEMENT**

### **Centerspace’s MINIMUM CONTRACTOR SAFETY REQUIREMENTS**

Centerspace maintains a commitment to the safety of every individual working for Centerspace. While Centerspace promotes and maintains a safe working environment to prevent injury, a portion of the responsibility for safety lies in the hands of each individual, and contractors must take full responsibility for ensuring the safety of their employees and others who might be affected by the Work.

#### **Introduction**

The following information sets forth the minimum safety requirements Centerspace expects from Contractors (including their subcontractors) in the performance of their operations. This document does not, however, address every conceivable practice or procedure that could affect safety at Centerspace facilities and locations. It is the responsibility of each Contractor to implement and enforce any additional safety practices or procedures that may be necessary for the safe performance of operations by contractor and subcontractor personnel.

All Contractor personnel shall report to their appropriate supervisor upon arrival at an Centerspace work location. Contractor management shall ensure that Contractor personnel are given safety orientation for familiarization with potential job site hazards and emergency procedures.

#### **Accident, Injury, and Illness Reporting Procedures**

All work-related accidents, injuries, and illnesses shall be reported immediately or as soon as is safely possible to the appropriate Centerspace representative. It is the responsibility of the Contractor’s designated person-in-charge to ensure that documented reports for all accidents or serious near-miss situations on Centerspace property involving personnel injury or illness, fire and/or explosions, property damage, hazardous material spills, and vehicles, if involving another party, are delivered to the appropriate Centerspace representative. The Contractor is also responsible to report contractor’s incidents to all applicable federal, state, and local governmental bodies and agencies having jurisdiction, as required.

#### **Contractor Responsibilities**

1. Contractor shall ensure that all Contractor personnel, including Contractor’s subcontractors, are qualified and trained to perform contracted Work (i.e., DOT Operator Qualification, OSHA Power Generation, Transmission and Distribution Standard, Confined Space Entry, Respiratory Protection, etc.).
2. Contractor shall provide its personnel with proper and well-maintained equipment and tools necessary for the particular job being performed, unless otherwise specified by contract language. The use of Centerspace equipment and tools is strictly prohibited, unless expressly permitted by Centerspace Facility Management.
3. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Centerspace and to Contractor’s and Subcontractor’s employees all known or suspected hazards or unsafe conditions.
4. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to the immediate supervisor. Contractor shall immediately notify the appropriate Centerspace representative if known or suspected hazards or unsafe conditions involve Centerspace equipment/personnel.
5. Contractor is to ensure the work area is maintained in a clean and orderly fashion.
6. Contractor is responsible for supplying its personnel with all necessary personal protective equipment and other safety equipment, unless otherwise specified by contract language.
7. Hazardous materials (HAZMAT) may be present at an Centerspace location primarily including lead-based paint and/or asbestos containing building materials. If these materials are present at an Centerspace sit location, an Operations and Maintenance plan exists at the location, and it is the contractor’s responsibility to request information from field staff on the presence of any HAZMAT’s, a copy of the O&M manual, and contractor is bound to comply with the O&M. Any reasonable costs driven by the presence of these materials that was not disclosed or included during the bid process shall be at the owner’s expense.
8. Contractor personnel violating any Centerspace safety policy, practice, or procedure or applicable governmental regulation is subject to immediate removal by Centerspace from the Centerspace property.



**EXHIBIT C1 – INSURANCE  
MASTER SERVICES AGREEMENT - CATEGORY ONE**

NOTE: If the evidence of insurance submitted by you fails to indicate the required insurance coverage and limits, it will be rejected and will cause a delay or cancellation in the approval of the Work. All Centerspace contractors require evidence of insurance prior to beginning any Work.

**A. Evidence of Insurance – Certificates of Insurance.**

Evidence of Insurance is required to be in the form of a certificate of insurance (“COI”), preferably on an Acord Certificate form, to include the following information:

- 1) Producer’s name, address, phone, and email address, with the authorized producer’s signature.
- 2) Named insured or insureds (Named insureds must be the same as the Service Provider as indicated on the W-9).
- 3) Certificate holder is “Centerspace, LP” with the address of Centerspace, LP c/o VendorShield PO Box 55071 PMB 34943, Boston, MA 02205-5071.
- 4) Names of Insurers affording coverage and their respective NAIC numbers, dates of coverage, and dollar limits.
- 5) Evidence of the following coverage endorsements or confirmation of the specific policy coverage on the COI is also required:
  - i. The coverage indicated on the COI is primary without contribution from the Certificate Holder, and certificate holder’s insurance is in excess of the named insured’s insurance.
  - ii. The required coverage indicated includes a waiver of subrogation.
  - iii. The Certificate Holders are named as an additional insureds on the General Liability Insurance Policy.

**B. Insurance Types and Limits**

All of the following minimum insurance coverage types and limits listed below must be written by insurance companies licensed to do business in the state where the Work will be performed, and carry a rating of A-: V-II or better as shown in the most current issue of

A.M. Best’s Key Rating Guide, under forms of policies and endorsements satisfactory to Centerspace:

- 1) **Worker’s Compensation Insurance** on coverage forms filed and/or approved by the applicable state agencies in the state where the Work are to be performed and in accordance with the benefits afforded by the statutory workers’ compensation acts, whether such coverage is required by law or not. Such coverage shall also include Employer’s Liability Insurance in an amount not less than \$500,000.
- 2) **Commercial General Liability Insurance** with a limit of liability for bodily injury or property damage of
  - a. \$1,000,000 per occurrence.
- 3) **Any additional insurance** coverage (types or limits) which may be included on the SOW or Purchase Order.

**C. Contractor’s Additional Insurance Requirements shall include:**

- 1) An endorsement to the Commercial General Liability policy naming Centerspace, LP, its parent, partners, subsidiaries, affiliates, assigns, agents, and employees (“Centerspace Insureds”) as additional insured’s;
- 2) The Commercial General Liability shall be endorsed to be primary to any insurance policies carried by Centerspace Insureds and Centerspace Insured’s policies shall be excess of, and shall not contribute to Contractor’s policies;
- 3) Except where prohibited by law, all policies of insurance that are procured, held, or maintained by Contractor or any Subcontractor shall be endorsed to provide a waiver of subrogation against the Centerspace Insureds.
- 4) Centerspace shall be given a thirty (30) day written notice prior to the cancellation or nonrenewal of any insurance coverage required herein.

*Insurance requirements are subject to change at any time by Centerspace in their sole discretion.*



## EXHIBIT C3 – INSURANCE MASTER SERVICES AGREEMENT - CATEGORY TWO

NOTE: If the evidence of insurance submitted by you fails to indicate the required insurance coverage and limits, it will be rejected and will cause a delay or cancellation in the approval of the Work. All Centerspace contractors require evidence of insurance prior to beginning any Work.

### **A. Evidence of Insurance – Certificates of Insurance.**

Evidence of Insurance is required to be in the form of a certificate of insurance (“COI”), preferably on an Acord Certificate form, to include the following information:

- 1) Producer’s name, address, phone, and email address, with the authorized producer’s signature.
- 2) Named insured or insureds (Named insureds must be the same as the Service Provider as indicated on the W-9).
- 3) Certificate holder is, “Centerspace, LP” with the address Centerspace, LP c/o VendorShield PO Box 55071 PMB 34943, Boston, MA 02205-5071.
- 4) Names of Insurers affording coverage and their respective NAIC numbers, dates of coverage, and dollar limits.
- 5) Evidence of the following coverage endorsements or confirmation of the specific policy coverage on the COI is also required:
  - i. The coverage indicated on the COI is primary without contribution from the Certificate Holder, and certificate holder’s insurance is in excess of the named insured’s insurance.
  - ii. The required coverage indicated includes a waiver of subrogation.
  - iii. The Certificate Holders are named as an additional insureds on the General Liability Insurance Policy.

### **B. Insurance Types and Limits**

All of the following minimum insurance coverage types and limits listed below must be written by insurance companies licensed to do business in the state where the Work will be performed, and carry a rating of A-: V-II or better as shown in the most current issue of A.M. Best’s Key Rating Guide, under forms of policies and endorsements satisfactory to Centerspace:

- 1) **Worker's Compensation Insurance** on coverage forms filed and/or approved by the applicable state agencies in the state where the Work are to be performed and in accordance with the benefits afforded by the statutory workers’ compensation acts, whether such coverage is required by law or not. Such coverage shall also include Employer’s Liability Insurance in an amount not less than \$500,000.
- 2) **Commercial/Business Auto Liability** covering liability arising out of any auto with a minimum limit of \$1,000,000 per accident.
- 3) **Commercial General Liability Insurance** with a limit of liability for bodily injury or property damage of
  - a. \$1,000,000 per Occurrence.
  - b. \$1,000,000 Products and Completed Operations.
  - c. \$1,000,000 Personal Injury.
- 4) **Any additional insurance** coverage (types or limits) which may be included on the SOW or Purchase Order.

### **B. Contractor’s Additional Insurance Requirements shall include:**

- 1) An endorsement to the Commercial General Liability policy naming Centerspace, LP, its parent, partners, subsidiaries, affiliates, assigns, agents, and employees (“Centerspace Insureds”) as additional insured;
- 2) The Commercial General Liability and Auto policies shall be endorsed to be primary to any insurance policies carried by Centerspace Insureds and Centerspace Insured’s policies shall be excess of, and shall not contribute to Contractor’s policies;
- 3) Except where prohibited by law, all policies of insurance that are procured, held, or maintained by Contractor or any Subcontractor shall be endorsed to provide a waiver of subrogation against the Centerspace Insureds.
- 4) Centerspace shall be given a thirty (30) day written notice prior to the cancellation or nonrenewal of any insurance coverage required herein.

*Insurance requirements are subject to change at any time by Centerspace in their sole discretion.*



## EXHIBIT D – MASTER SERVICES AGREEMENT

### Contractor Code of Conduct

Centerspace expects all contractors who provide products and/or Services to Centerspace comply with the letter and spirit of all applicable laws, rules, and regulations in the states in which they operate, including all applicable environmental regulations, and compliance with all required permits, licenses, registrations, and restrictions. All contractors shall also comply with the principles set out in this Contractor Code of Conduct.

#### ***Integrity***

Centerspace is committed to ethical and lawful behavior, and to acting professionally and fairly in all business dealings and relationships. Contractor's activities may influence Centerspace's reputation and relationship of trust with our clients, residents, and employees, and as such we expect our contractors to maintain high legal and ethical standards.

#### ***Work Standards***

While working at Centerspace properties, Contractor's personnel agents and subcontractors shall agree to the following policies:

- a. Such personnel will not stray beyond the limits of their work area.
- b. Appropriate, professional attire is required at all times, including shirts with sleeves.
- c. No materials will be stored or staged in amenity or other common areas, including outdoor spaces, unless expressly permitted.
- d. Debris in common areas will be immediately removed. All areas used to access the work by Contractor shall be cleaned to their original condition by Contractor.
- e. Contractor and Contractor's staff shall park in guest parking areas only, when available. In no instance shall any Contractor use parking spaces reserved for prospective/future residents, or any parking areas specifically designated as resident parking, for any length of time. Contractor will always endeavor to avoid using "prime" spots like those that are within 5 spaces of any building entry point. Parking is only permitted on paved surfaces intended for parking. No parking is allowed on lawns, walks, or any other areas not specifically designated for vehicular parking.
- f. Doors are never to be propped open in breach of controlled access.
- g. Keys are to be checked out and returned to the office daily.
- h. Issues or concerns are to be reported immediately to the Community Manager.

#### ***Confidential Information and Privacy***

Contractors must abide by Centerspace's information confidentiality requirements, which include maintaining confidentiality and prohibiting any disclosure of Centerspace information or contract terms and conditions and pricing.

#### ***Fair Treatment, Wages, Benefits and Working Hours***

Contractors will provide a workplace free from illegal discrimination and sexual harassment. Contractors will comply with local applicable wage laws regarding wages, overtime hours, and mandated benefits.

#### ***Health, Safety and Respect for Environment***

Contractors shall provide a healthy and safe working environment and be environmentally responsible to minimize any adverse impacts. Contractors shall monitor their work areas for safety hazards and shall protect workers, residents, guests, and employees from exposure to chemical, biological, and any physical hazards.