

**TERMS AND CONDITIONS FOR CERTIFIED SERVICE PROVIDERS  
SCOTT MANAGEMENT COMPANY**

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Version Date: March 23, 2021

**RECITALS**

WHEREAS Vendor ("hereinafter Service Provider") is seeking to become a Hess Real Estate Services, Inc., dba Scott Management Company Certified Service Provider to providing goods and/or services to Hess Real Estate Services, Inc., dba Scott Management Company (hereinafter "Management Company") Association clients.

WHEREAS Service Provider has elected to participate in the Vendor Compliance Program ("Program") under one of the following Certified Service Provider classifications: 1) Basic Certified Service Provider or 2) Advantage Service Provider. The Program is operated and managed by Association Service Network (hereinafter "ASN"). NOW, THEREFORE, in consideration of participation in the Vendor Compliance Program, Service Provider agrees to be bound by and comply with the following Terms and Conditions stated herein.

**TERMS AND CONDITIONS**

1. Any Service Provider accepted into the Program by Management Company shall be enrolled in the Program for one year from Service Provider's enrollment date (hereinafter referred to as "enrollment period(s)"), provided that Service Provider complies with these Terms and Conditions throughout the enrollment period. Thereafter, Service Provider may continue to participate in the Program by paying the enrollment fee, which may change from time to time, each year on the one-year anniversary date of Service Provider's original enrollment in the Program. These Terms and Conditions shall be applicable and enforceable for all successive enrollment periods in which Service Provider participates in the Program.

2. To participate in the Program, Service Provider must provide certain information and comply with the Management Company's requirements as stated herein. To participate in the Program, the Service Provider must have the following minimum insurance throughout its enrollment period and provide proof of same to ASN via Certificate of Insurance:

A. Workers' Compensation Insurance:

- i. Part One: Employer's Statutory Coverage.
- ii. Part Two: Employer's Liability:

a. Bodily Injury by accident: \$1,000,000 each accident b. Bodily Injury by disease: \$1,000,000 per employee. Bodily Injury by disease: \$1,000,000 policy limit.

B. Commercial Automobile Liability Insurance: Automobile Bodily Injury and Property Damage, covering all vehicles, whether owned, leased, borrowed, or rented by the Service Provider, or by employees of the Service Provider with the following limits of insurance:

i. \$1,000,000 Combined Single Limit OR \$300,000/\$500,000/\$500,000 Bodily Injury/Property damage split limits ii. \$1,000,000 Non-Owned/Hired Auto.

C. Commercial General Liability coverage containing the minimum amounts of coverage as follows:

i. \$1,000,000 per occurrence for bodily injury, property damage, personal and advertising injury.

ii. \$2,000,000 products/completed operations aggregate.

iii. Contractual liability coverage.

D. Other Insurance. Service Provider is required to obtain such other insurance coverage in such amount as is customary for the industry in which the Service Provider operates.

E. Insurance Requirements for Professionals. The aforementioned insurance requirements in A through C do not apply to Professionals such as attorneys, accountants, insurance brokers, and/or other professional consultants. Professionals must maintain Errors and Omissions or Professional Liability coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

F. Additional Insurance Requirements:

i. Carrier Rating. The insurance carriers providing coverage as outlined above must be financially sound, be rated A- VII or better in the most current Best's Insurance Reports or Best's Key Rating Guide, and must be authorized to do business in the State of California.

ii. Required Insurance Certificate and Endorsements. An original Certificate of Insurance and necessary endorsements must be provided evidencing coverage in accordance with the terms set forth herein. Original renewal Certificates of Insurance shall be provided not less than three (3) days prior to the expiration of any coverage required. Certificates shall specifically state the risks covered and amounts thereof – as well as the fact that such insurance may not be canceled or amended to provide coverage that would be inconsistent with these Terms and Conditions without prior written notice to the additional insured. All coverage shall apply to all locations where the Service Provider performs services for Management Company and/or its clients. Management Company, its clients, and/or ASN may request from Service Provider's insurers complete insurance policies for review at any time to verify the requirements stated herein.

3. As a condition of enrollment, Service Provider shall provide to ASN the following additional insurance documentation:

a. Additional Insured Blanket Endorsements with Certificate(s) of Insurance listing Hess Real Estate Services, Inc., dba Scott Management Company and each of Hess Real Estate Services,

Inc., dba Scott Management Company clients as additional insureds to Service Provider's Commercial General Liability Insurance Policy.

b. Endorsements providing coverage to the additional insureds under the Commercial General Liability for both ongoing operations and completed operations.

c. Endorsement providing that Service Provider's Commercial General Liability policy providing coverage to the additional insureds shall be primary and any of additional insureds' insurance policies shall be non-contributing.

d. Endorsement specifying that Service Provider's Commercial General Liability policy or any other insurance policies do not contain condominium and/or residential construction exclusions.

e. Waiver of Subrogation Endorsement included with Service Provider's Worker's Compensation Policy waiving any subrogation actions against Hess Real Estate Services, Inc., dba Scott Management Company (A sample certificate is provided at the compliance section of the sign-up process.)

f. Requirement that each of Service Provider's insurers agrees to mail or deliver the additional insureds and/or ASN notice that the policies have been canceled or non-renewed at least thirty (30) days before the effective date of such cancellation or non-renewal.

4. As a condition of enrollment, Service Provider shall also be required to keep all of its licenses, including but not limited, trade licenses and business licenses, current. At no time during the enrollment period shall any of the Service Providers licenses be suspended or revoked. Service Providers must also keep an up-to-date IRS Tax Form W-9 and provide the same to ASN.

5. Service Provider hereby certifies that all information and documentation submitted to the Program through the operator ASN is true and correct. Service Provider understands and agrees that Management Company and its clients are relying on such information and documentation and said certification is a material requirement of these terms and conditions.

6. Service Provider agrees that Management Company, its clients, and/or ASN may contact any company through which Service Provider has obtained insurance, licensing, and/or any other requirements Management Company sets forth in order to investigate and/or confirm that Service Provider has in fact complied and remains in compliance with the requirements of these Terms and Conditions. The results of such investigation and/or confirmation can and will be shared freely between the Management Company, its clients, and/or ASN.

7. Management Company has the sole and ultimate authority and discretion to allow Service Provider to participate in the Program and can deny any Service Provider entrance into the Program for any reason. Service Provider shall not be charged a fee if Management Company denies a Service Provider entrance into the Program.

8. Service Provider Subscriptions automatically renew for 1 year. Your payment method on file will be charged (\$99 Basic and \$199 Elite) upon your subscription renewal date. Unless otherwise notified, Service Provider agrees to an automatic renewal of membership and authorizes ASN to charge the annual fee for the renewal year with the credit card information on file. Service Provider may cancel its enrollment at any time via the ASN Membership Portal prior to enrollment renewal with no penalty or charge. Memberships can be stopped, or payment

methods can be changed at any time by contacting Support@ASN4HOA.COM or calling 877.404.2008. Service Provider shall not be reimbursed its enrollment fee when canceling its enrollment after a renewal enrollment period begins. Management Company reserves the right to decline Service Provider's re-enrollment into the Program after the expiration of the original enrollment period for any reason whatsoever.

9. Service Provider hereby represents and warrants to Management Company and its clients the following:

A. Throughout the entire time Service Provider participates in the Program, Service Provider will maintain in full force and effect all policies of insurance required by these Terms and Conditions. Service Provider will continuously keep the required information and documentation for the Program up to date, and in the event of any changes, will immediately notify ASN of said changes and provide updated documentation.

B. The persons named in the enrollment application and those executing required certifications, providing warranties, and making representations on Service Provider's behalf, have the express authority of Service Provider to do so and to legally bind Service Provider.

C. These Terms and Conditions are not an agreement, promise, or covenant for Management Company or its clients to retain Service Provider for services or goods, nor a future promise to use Service Provider for any service or goods. Management Company and its clients have the sole authority and discretion to choose and retain Service Provider to provide goods and/or services. These Terms and Conditions are only applicable to the participation in the Program and are in no way a contract for services and/or goods. Service Provider and Management Company and/or its clients are solely responsible for entering into contracts or agreements for services and/or goods and determining the scope of those contracts or agreements, including any insurance requirements. Management Company makes no representation or warranty that it will endorse the services or products of the Service Provider, nor is it or its clients obligated to purchase any such goods or services from the Service Provider.

10. The Service Provider shall indemnify, defend and forever hold Management Company free and harmless from or against any claims, suits, liabilities, loss, damage, cost, expense, attorney's fees, and/or expert fees asserted by any of its Association clients against Management Company on account of any claim or liability resulting from or arising out of the Service Provider's negligent or intentional misrepresentation(s) concerning the certifications, insurance requirements, licenses, and/or any other information and/or documentation required to be supplied to Management Company pursuant to these Terms and Conditions.

11. Management Company and/or its clients reserve the right to terminate Service Provider's enrollment in the Program if Service Provider violates any of the Terms and Conditions stated herein. If Management Company and/or its clients terminate Service Provider's enrollment due to the Service Provider's failure to comply with these Terms and Conditions, Service Provider shall not be entitled to return of its enrollment fee.

12. Service Provider understands that by electronically signing the Terms and Conditions for registration into the Program it is entering into an electronic transaction. The individual completing the registration and electronically executing the Terms and Condition agrees that it is an act of that individual and an act on behalf of the Service Provider. Service Provider understands and agrees that it has the intent to enter into this agreement and be bound by these Terms and Conditions when it electronically executes the Terms and Conditions and that it has reviewed, understands, and agrees to be bound by the Terms and Conditions stated herein. Service Provider has had the opportunity to have the Terms and Conditions explained to it by its counsel of choice and further understands that these Terms and Conditions constitute a binding agreement.