



Hello,

Thank you for signing up with Burmaster Real Estate Services, Inc. Enclosed is our new vendor sign up package. Please fill out all provided papers and submit any necessary supporting documents within 10 business days. Thank you and we look forward working with you.

1. **Master Service Agreement**: Please fill these sheets out in their entirety with all details about the company.
2. **W-9**: This sheet is used for tax purposes; please fill out the top section as well as Part I, and Part III. Do not forget to sign the W-9 at the bottom in order to make the document official.
3. **Business License**: Please provide copy of business license.
4. **Workman's Compensation**: Please provide proof of workman's complete insurance (if applicable).
5. **Liability Insurance**: Please provide copy of liability insurance (minimum \$500.00) per occurrence and show that BRES has been named on additional insured.
6. **Contact Information**: All vendors of Burmaster Real Estate MUST be able to correspond via fax, email AND cell phone. This is imperative for communication with our office. All work orders will be submitted through these lines of communication.

Bids:

Any work totaling over \$200.00 must be submitted in writing and approved by the owner, unless otherwise stated. When compiling bids/ estimates please make sure to always separate materials and labor cost. Also please be as descriptive as possible on proposed work or work completed. Bid approval must be given in writing by our office to you the vendor prior to any work being started.



Payment Process: Burmaster Real Estate has the following procedure for invoicing. Please submit invoice either via email, fax, or US Postal (contact information below) **AS SOON AS WORK IS COMPLETED**. Each work order will specify which department work is ordered for. Departments are listed below:

R.E.O.: For work completed on the REO side; invoices submitted will be processed and paid within approx. a 30-45 cycle.

Property Management: For work completed on the PM side, invoices submitted will be processed and paid within a 30 days cycle (Please remit ASAP - by the 7th of the month if possible - these invoices are paid monthly through the owner statement process).

Escrow: For work completed on properties in Escrow, invoices will be processed upon close of escrow (approx. 30-45 day cycle).

Investments Rehabs: For work completed on the Sales side; invoices submitted will be processed and paid within 10-15 business days.

BRES Points of Contact:

Ordering / Scheduling Work: (The only departments authorized to order bids and schedule work are Vendor Relations and Sale / REO. (NO EXCEPTIONS))

Vendor Relations (Rachel).....(916) 330-1056
Sales / REO Manager (Keith).....(916) 595-7900

Accounts Payable: All Accounts Payable questions should be directed to our Accounting Department.

Accounts Payable (Maggie).....(916) 330-1028

If you have any further questions please contact our Vendor Relations department 916-330-1056.

Regards,

Burmaster Real Estate Group
Direct: 916-978-0992
Fax: 916-978-0999
Email: Info@BurmasterRealEstate.com
3130 Fite Circle, Suite 1, Sacramento, CA 95827

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made this ____ day of _____, 20____, by and between BURMASTER REAL ESTATE SERVICES, INC., a California corporation ("BRES"), with its principal place of business at 3130 Fite Cir, Suite 1, Sacramento, CA 95827, operating in its capacity as agent for the Owner(s) (defined below) and _____ [name of service provider], a _____ [entity description] ("Contractor"), with its principal place of business at _____ [address].

Recitals

This Agreement is made with reference to the following facts:

A. BRES is a property management company authorized to manage properties for various owners ("Owners") pursuant to applicable property management agreements with such Owners.

B. Contractor is duly licensed and operates a business of _____

[add description of service provider's business].

C. Contractor desires to provide such services to the Owners and their respective properties, and BRES desires, acting as the agent of the Owners, to obtain such services from the Contractor for the benefit of Owners pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Agreement

1. **Engagement.** Subject to the terms and conditions of this Agreement, BRES, as agent of the Owners, hereby engages the Contractor as an independent contractor to perform services for the Owners (the "Projects") on Owners, properties (the "Project Properties") as set forth herein, and Contractor hereby accepts such engagement.

2. **Project Specific Terms.** The Contractor's specific services, performance requirements and compensation to be provided under this Agreement shall be determined on a project-by-project basis pursuant to the various Project proposals prepared by Contractor and approved in writing from time to time during the term of this Agreement by the applicable Owner ("Approved Project Proposals"), which may be amended in writing from time to time, or supplemented with subsequent proposals for services to be rendered by Contractor, and agreed to by the applicable Owner and which are collectively hereby incorporated into this Agreement. Contractor will furnish all work, labor, tools, equipment, materials, supervision and contract administration necessary to perform the services described in each Approved Project Proposal in a good, expeditious, workman-like and in substantial manner described in the applicable Approved Project Proposal and otherwise in accordance with the terms and conditions of this Agreement.

3. Term. The terms of this Agreement shall commence on the date first written above (the "Effective Date") and shall continue in full force and effect thereafter until it is terminated by thirty (30) days prior written notice from either party to the other.

4. Compensation.

a. Payment. Contractor shall render invoices for goods and services provided under this Agreement promptly and on a monthly basis. All invoices must include the address where the work was performed and) if required by BRES, shall be supported by reasonable documentation of charges and appropriate lien releases which may be requested by BRES any time prior to the payment date. Contractor's invoices received in connection with an Approved Project Proposal will be paid on behalf of the applicable Owner within thirty (30) days of receipt by BRES; provided that BRES shall have accepted the subject work and Contractor shall have satisfied the requirements of this Section 4.a. and is otherwise not in default under this Agreement.

b. Preferred Vendor Status. Upon execution of the Addendum to this Agreement, Contractor will become a "preferred vendor" for BRES and shall receive the preferred vendor services in exchange for payment of the preferred vendor service fee, as more particularly described on the Addendum.

c. Expenses. Except as otherwise expressly provided in this Agreement (as supplemented by any Approved Project Proposal), all expenses Incurred by the parties shall be the sole responsibility of the party who incurred the expense.

d. Pre-Approval. Contractor shall not perform work that incurs a total bill in excess of Two Hundred Dollars (\$200.00), unless otherwise instructed when such work is ordered without obtaining prior written approval from BRES staff. Neither BRES nor the applicable Owner shall be responsible for reimbursing Contractor for any work performed in violation of the approval requirement in this Section 4.d.

5. Valid License and Compliance With Laws. At all times during the term of this Agreement, Contractor shall have and maintain all valid licenses required to do business in California and to perform the services to be provided under this Agreement. If the State of California requires a contractor's license or certification of a specialty license (i.e. C-33 painting), a copy must be provided to BRBS, along with a copy of Contractor's business license, when submitting this Agreement to BRES for approval. In performing the services required of it under this Agreement, Contractor shall at all times fully comply with all applicable federal, state, county and city statutes) ordinances, codes and regulations.

6. Mechanics Liens. At all times during the term of this Agreement, Contractor shall keep the Project Properties, and all improvements now or hereafter located on the Project Properties, free and clear of all liens and claims of lien for labor, services, materials, supplies or equipment performed on, or furnished to, the Project. Should Contractor fail to pay and discharge or cause the Project property to be released from any such lien or claim of lien within twenty (20) days after service on Contractor of written request from BRES to do so, BRES may (but has no obligation to) pay, adjust, compromise and discharge any such claim of lien on any terms, and in any manner, that BRES may deem appropriate. In that event, Contractor shall, on or before the first day of the next calendar month following any such payment by BRES, reimburse BRES for the full amount paid by BRES in paying, adjusting, compromising

and discharging that lien or claim of lien, including any attorneys' fees or other costs expended by BRES, together with interest at the then-maximum legal rate from the date of payment by BRES to the date of repayment by Contractor.

7. Insurance. Contractor. at its own cost and expense, shall obtain and maintain Insurance on all its operations with carriers acceptable to BRES, including the following coverages:

- a. Workers' compensation for the protection. of its employees engaged in work under this Agreement as required by state law, and employer's liability insurance;
- b. Commercial general liability insurance covering all operations; and
- c. Automobile liability insurance, including coverage for all owned, hired and non-owned automobiles.

All insurance coverages shall be in. amounts and for durations acceptable to BRBS, but in no event less than Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Contractor's and subcontractor's deductibles shall not exceed Five Thousand Dollars (\$5,000) without advance written consent by BRES. Contractor and subcontractors employed by Contractor on the Project shall name the applicable Owner and Burmaster Real Estate Services, Inc. as additional insured under their commercial general liability insurance policies, and such insurance shall be primary to BRES's liability insurance policies. Contractor and subcontractors shall provide certificates of insurance showing names of the carriers, amount of insurance, policy numbers and expiration dates and copies of additional insured endorsements to BRES before commencement of-the work, the certificates of insurance shall provide that there can be no cancellation or reduction of coverage without [thirty (30)] days' prior written notice to BRES. If Contractor or subcontractors fail to procure and deliver acceptable insurance policies in accordance with the terms of this Agreement, then BRES may, at its option, obtain such insurance at the expense of Contractor or subcontractors, without notice to Contractor or subcontractors. Contractor agrees to incorporate this Insurance clause into its subcontracts.

8. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend (with legal counsel acceptable to BRES) and hold harmless Owners and BRES and their respective agents, officers and employees from and against any and all claims, demands, causes of action, judgments, liabilities, damages, losses, costs and expenses (including but not restricted to actual attorneys' fees and costs of litigation) ("Claims") with respect to any damage to property and injures to persons, whether employees of Contractor or otherwise, including but not restricted to death resulting therefrom, arising out of occurring in, or incidental to (either directly or indirectly) this Agreement or the provision and/or performance of services under this Agreement, whether such Claims are caused by Contractor, Contractor's agents or employees or subcontractors employed by Contractor on a Project, their agents and employees, excepting only such injury or harm as may be caused solely and exclusively by the negligence or willful misconduct of BRES or Owner, or any of their applicable agents, servants, employees or other contractors. This indemnity shall extend to Claims for injuries occurring after completion of the applicable Project, as well as during the work's progress. Contractor agrees to incorporate this indemnity clause into its subcontracts, and this indemnity shall

survive the termination of this Agreement.

9. Warranty of Work and Correction Guaranty. Contractor warrants to Owner that all materials and equipment furnished will be new, free from faults and defects, and that the work will conform to the requirements of the Approved Project Proposal. Contractor further guarantees that it will correct all deficiencies and defects in equipment, materiel, supplies, and work furnished on the Project without charge to Owner for a period of one (1) year after completion of the Project, except when the supplier or manufacturer of the equipment or material provides a longer guaranty. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply BRES with all warranty and guaranty documents relative to equipment and materials Incorporated in the job and guaranteed by the suppliers or manufacturers.

10. Responsibilities of BRES. The patties agree that BRES (a) has entered into this Agreement solely as an agent for the Owners, (b) orders work solely on Owners' behalf, and (c) is in no way responsible for the payments to be made to Contractor under this Agreement or for debts incurred against the Project Properties. Payment of all monies owed to Contractor under this Agreement pursuant to any Approved Project Proposal are the sole responsibility of the Owner under the applicable Approved Project Proposal, and Contractor agrees to look solely to the applicable Owners and not to BRES for such payments. By contract with BRES, the Owners have agreed to pay all monetary obligations to Contractor incurred under this Agreement on their behalf. In the cases where Owners refuse or are unable to timely pay their bills, Contractor acknowledges and agrees that it will be the responsibility of the Contractor to directly seek payment from the Owners for amounts owed and that BRES has no obligation or liability to Contractor for the collection of past due payments. Notwithstanding the foregoing, BRES agrees to provide contact and accounting information to Contractor to directly seek any debt collection activity, provided BRES is not required to incur any additional costs or liability in connection with providing such information. In addition, Contractor agrees that interest or late charges assessed by Contractor on any past-due payments from Owners may be applied solely to the specific individual invoices that are delinquent from the applicable Owners, not to the entire amount of bills that BRES has contracted with Contractor on behalf of those Owners or any other Owners under this Agreement.

11. Miscellaneous.

a. Non-Exclusive. The parties agree that this Agreement is non-exclusive and that either party may enter into similar agreements with other contractors and with other property managers, respectively.

b. Relationship of Parties. Contractor is retained by BRES as agent of the Owners only for the purposes and to the extent set forth in this Agreement, and the Contractor's relationship with BRES and the Owners shall be that of an independent contractor. Neither party is the legal representative or agent of, or has the power to obligate the other party for any purpose whatsoever. BRES and Contractor expressly acknowledge that no partnership, joint venture, or agency relationship is intended or created by reason of this Agreement.

c. Entire Agreement. This Agreement, together with all exhibits attached hereto, and all Approved Project Proposals entered into pursuant to this Agreement constitutes the entire agreement

of the parties hereto with respect to the matters set forth herein and supersedes all prior agreements or understandings pertaining to such matters, whether oral or in writing, This Agreement may not be modified or amended except by written agreement executed by both parties.

d. Partial Invalidity. Should any provision of this Agreement, for any reason, be declared to be invalid, such declaration shall not affect the remainder of the Agreement which shall be given full force and effect.

e. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Waiver. No waiver of any breach or default hereunder shall be implied from any omission on the non-defaulting party to take any action on account of such breach or default if such breach or default persists or is repeated, and no express written waiver shall effect any right of action on account of any default or breach other than the default or breach specified in the express waiver, and then only for the time and to the extent therein stated.

g. Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

h. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the above, Contractor may not assign this Agreement without the prior written consent of BRES.

i. Notices. Any notice, demand, delivery, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if addressed as set forth below and (a) if hand delivered, when delivered; (b) if mailed by United States Registered or Certified Mail (postage prepaid, return receipt requested, addressed as set forth below) upon receipt or refusal of receipt; (c) if by Fed Ex or other reliable express courier service from whom proof of delivery is available, on the next business day after delivery to such express courier service, or (d) if sent via facsimile, on the day of transmission (as confirmed by the sender's facsimile equipment):

If to BRES at:

Burmaster Real Estate Services
Attn: Gary Burmaster
3130 Fite Circle, Ste 1, Sacramento, CA 95825
Fax: 916-978-0999

If to Contractor at:

Attn:_____

Fax: (____)_____

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

j. Time of the Essence. All time limits stated in this Agreement are of the essence to this Agreement, and failure to comply with this provision shall be a material breach of this Agreement. Unless otherwise expressly stated, all references in this Agreement to days means calendar days.

k. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth their signatures as of the date set forth above.

BRES:

CONTRACTOR:

BURMASTER REAL ESTATE SERVICES,
INC. a California corporation

a _____

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

[SEE QUESTIONNAIRE ON FOLLOWING PAGE]

Please complete the following:

1. Do you carry workman's comp insurance? Yes or No (If yes, please provide certificate)

If not, please read statement and sign:

"I declare I do not have employees and will not in the future without notifying Burmaster Real Estate Services, Inc."

Signature_____ Date_____

2. Are you incorporated? Yes or No

3.

Business License/Federal Tax ID #: _____

Contractor's License: _____

4. Do you carry liability insurance (minimum \$500,000 per occurrence)? Yes or No

Has BRES been named additional insured? (Provide Certificate) Yes or No

5. Company Mailing Address_____

Office Number_____ Cell_____ Fax_____

Email_____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.