Nestwell
PROPERTY MANAGEMENT
A CDA Properties Company

# PREFERRED VENDOR PROGRAM

999 **Acces to 1000+ Rental Units**

**$3.6+ Millions paid to our vendors in 2025**

**Attend a Bees baseball game with Nestwell**

**First access to all Maintenance**

+ (801) 390-1309

support@nestwell.com

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# PREFERRED VENDOR PROGRAM

- Vendor Priority
- Guided Onboarding
- Simple Invoicing = Fast Payment
- We recommend your company

+ (801) 390-1309

support@nestwell.com

**PREFERRED VENDOR PROGRAM**

Enrollment into the Preferred Vendor Program is completely voluntary and is solely up to Contractor. As a Preferred Vendor, Owner's Representative agrees to pay all invoices within 7 days of receipt, subject to the conditions of this Agreement. Contractor invoices are paid on every other Friday. As a Preferred Vendor, Owner's Representative guarantees payment, regardless if the funds are available from the Property Owner so long as all other terms of this Agreement are met. A Preferred Vendor shall receive the first opportunity to a job within their trade, so long as pricing, availability, and workmanship are equal or better.

As a Preferred Vendor, Contractor agrees to offer Owner's Representative an additional % percent discount in consideration of Owner's Representative's more than prompt and guaranteed payment, along with Contractors savings in not having to advertise for our business. The discount must be a true discount off of standard pricing and at no time will Contractor mark up bills to offer this discount. Should Owner's Representative determine that Contractor is marking up billing or offering better pricing to their competitors, Owner's Representative will terminate any further work.

_____ By initialing here and filling in a discount percentage above, Contractor has chosen to be a Preferred Vendor.

**PAYMENT OF CONTRACTOR**

Preferred Vendors are paid within 7 days of receipt, subject to the conditions of this Agreement. Owner's Representative will issue payment within 30 days from the date of all other Contractor's invoices and/or requests for payment are received, subject to the conditions of this Agreement, provided there are no discrepancies, defects, or disputes. Owner's Representative will not issue payment if Contractor has failed to provide Owner's Representative with a current certificate of insurance as specified herein.

**CONTRACTOR RATES**

Contract agrees to a rate of …. [or Insert Pricing Sheet]

**WARRANTY/GUARANTEES**

Contractor warrants and agrees that both the material supplied and the work performed by Contractor complies with the Work Order. Contractor warrants the fitness for intended use and merchantability of all labor and materials supplied by Contractor and further agrees to perform all applicable warranty as determined by Owner's Representative within 72 hours of notice and at Contractor's expense. A one-year warranty on all materials and service included by Contractor.

**SECURITY**

All Contractors agree not to allow any employees with felony convictions related to burglary/theft, drugs, sex-related crimes, acts of violence against another person, etc., at any properties managed by Owner's Representative. Contractor agrees to keep lock box codes confidential. Contractor agrees that should they fail to keep the lockbox codes confidential, the Contractor shall pay Owner's Representative $5000 as reasonable and liquidated damages, as the cost to collect, re-code, and re-install all lockboxes is difficult or impossible to quantify. Additionally, Contractors agree to replace keys in lock boxes, close the lock box, and spin the combo numbers. Contractors are to notify Owner's Representative when lockboxes are found open, keys missing, or when any door or window is found open or not in the locked position. Contractor agrees to secure the entire unit prior to departing. Contractor agrees to turn in all keys checked out for occupied units within 3 business days of completion of the work. Additionally, Contractor shall be responsible for securing the unit upon departure, to include but not limited to locking all doors and windows. Contractor agrees to keep owner and tenant information confidential.

**LEAD-BASED PAINT AND MOLD**

Contractor agrees not to disturb 6 sq. feet of and interior drywall or 20 sq. feet of exterior of any property built prior to 1978 unless they are a current Certified Lead Based Paint Renovator and work under a Certified Lead Base Paint Renovator Firm. Contractor further agrees to notify Owner's Representative prior to any such disturbances. All window replacement subcontractors must be certified as stated above for any replacements on properties built prior to 1978. If mold is present, Contractor agrees to notify Owner's Representative.

**FAIR HOUSING**

Owner's Representative 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. Contractor shall refrain from any such discrimination or discussions related to any of the Federal Protected Classes.

**PROCEDURES FOR TURNOVER AND RENT READY**

Contractor understands that Owner's Representative's policy is to have each property rent-ready within 3 business days from the date the rental unit becomes vacant. Sometimes a new tenant has already been selected and the timeframe is shorter, so look at the dates specified. In general, work performed for turnovers includes: 1) maintenance and repairs, 2) painting, 3) flooring replacement, 4) window covering cleaning, 5) cleaning, and 6) carpet cleaning.

Contractors involved with Turnovers and Rent Readies, should do the following:

1. Contractor is to perform all work listed on the Work Order for the scheduled day.
2. Contractor is to notify Owner's Representative once their work is complete.
3. Contractor is to immediately notify Owner's Representative of any delays, special orders, or necessary follow up visits.
4. Contractor should report any missed work from the prior Tradesman.
5. If Contractor has suggestions for work other than what was listed on the Work Order, or believe Owner's Representative's assessment was incorrect, Contractor is to provide the list of recommendations along with cost estimates and request for approval to perform said work.
6. Contractor may change thermostat temperatures to a comfortable temperature, but agrees to set thermostats to 60 degrees during winter months and 80 degrees during the summer months, prior to securing and departing the vacant rental unit.

**MAINTENANCE CODE OF CONDUCT**

1. Do not enter the property without authorization.
2. Knock and ring doorbell before entering.
3. Do not engage in conversation with tenant regarding the property, property owner, or CDA Properties, Inc. (Owner's Representative). Explain that you are there to perform the work within the Work Order and direct them to call the Owner's Representative.
4. Upon arrival to the job site, Contractor is to be aware of other necessary repairs. Should tenant also request additional repairs, Contractor is to contact Owner's Representative and provide a bid and authorization prior to conducting said work. If the other repairs identified are out of your Scope or Trade, immediately notify Owner's Representative and annotate on your invoice. Also advise the tenant to follow up with Owner's Representative.
5. Do not promise to return or repair items that have not been authorized.
6. Do not make comments or observations about other repairs, which may need to be done or about the condition of the property.
7. Move only those personal items of the occupant's that are required to do your job.

8. Do not touch or operate any of the occupant's personal belongings.
9. Do not enter properties with only children at home.
10. Always be PROFESSIONAL, COURTEOUS, and CONSIDERATE. Refrain from offensive behavior and language. No smoking, eating, or drinking at the property.
11. If Contractor fails to complete work or needs to order parts, contractor must notify tenant and Owner's Representative. Also service dates must be annotated on Contractor's invoice.
12. If work performed by Contractor requires follow up work from another tradesman to complete the work, Contractor agrees to notify tenant and Owner's Representative, as well as annotate on the Contractor's Invoice.
13. Jobsite is to be kept neat, clean, and free of safety hazards. Contractor is to remove all waste and materials. All refuse needs to be placed in proper garbage cans and put out for pick-up. Any additional refuse that will not fit in garbage can must be removed from premises or you must notify Owner's Representative.

**LIABILITY WAIVER**

Contractor hereby agrees to release and indemnify, hold harmless and defend owner and Owner's Representative from (a) any claims by Contractor or anyone claiming by or through Contractor that owner and/or Owner's Representative negligently and/or recklessly caused any damage or harm, including but not limited to injuries or damages caused by: (1) other agents, their associates, inspectors, appraisers, and contractors who are authorized to enter the property; (2) acts of third parties (vandalism, theft or other criminal acts); (3) freezing or leaking water pipes; (4) dangerous conditions or environmental conditions of the Property; or (5) the Property's non-compliance with any lawful ordinance; or (b) from any and all claims, actions, or judgments for damages on account of injuries to any person or property suffered or claimed to have been suffered by any person on or about the Premises. This waiver and release does not extend to any intentional misconduct, i.e., malfeasance, by owner or Owner's Representative.

Contractor agrees to protect, defend, indemnify and hold Owner's Representative harmless from any damage, costs, attorney's fees, and expenses that (a) are caused by Contractor, negligently or otherwise; (b) arise from Contractor's failure to disclose any material or relevant information about the Property; (c) are caused by Contractor giving incorrect information to any person; (d) are caused by any subcontractor and/or supplier hired by Contractor; (e) are related to defective or improper materials used by Contractor, its representatives, agents, employees, subcontractors, suppliers; and/or (f) are related to service and/or goods supplied at the Property during the course of the requested work.

**GENERAL TERMS**

This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Utah. Any provisions found to be invalid will not invalidate the remainder.

THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO IT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

Contractor Signature Date Contractor Name (printed)

CDA Properties, Inc. Date Authorized Owner's Representative Signature

**Legal Name of Company:**
**Mailing Address:**
**Phone Number: Fax Number:**
**Email Address to send work orders:**
**Contact Person:**
**Registered Utah Contractor #:**
**Salt Lake Works License #:**
**EPA Lead Base Paint Certificate #:**
**Mold Remediation Certification:**
**Company's Scope of Work:**

□ W-9 □ Work Comp □ General Liability □ Contractor Registration/ Business License □ Lead Based Paint