

MenRes Standard Application Requirements (Terms and Conditions)

The following Standard Contract Requirements for Approved Trades/Vendors sets out the terms and conditions of work to be performed in order to eliminate corporate liability, minimize contract misinterpretations and address appropriate warranties. This is for the protection of all parties; the Condominium Corporation, MenRes Property Management Inc. and Trades/Vendors. By commencing the work identified in this Purchase Order, the Trade/Vendor hereby agrees to be bound by the following terms and conditions:

STANDARD CONTRACT COMPONENTS

A copy of the invoice can be provided to the on-site Property Manager (email to be provided from individual site Manager). Hard copy invoices will not be processed. All invoices must reflect a valid Purchase Order number provided at the time work has been authorized. Invoices must be provided in a timely fashion. Invoices provided beyond six months from the date work has been completed, will not be processed. All invoices must be addressed to the Condominium Corporation and c/o the following unless it is before or after registration (see #10):

c/o MenRes Property Management Inc.
4711 Yonge Street, Suite 705
Toronto, Ontario, M2N 7E4

Invoices will not be processed if this contract is not on file with MenRes Property Management Inc. Submit this contract to payables@menres.com.

1. **Liability Insurance** The Trade/Vendor shall carry at his own cost proof of general liability insurance in the minimum amount of five (5) million dollars, per occurrence, against any claims which may arise from its operations under the Purchase Order, such insurance to include property damage and personal injury, including death to any person. Prior to commencement, the Trade/Vendor shall provide to MenRes Property Management Inc. with certificates of such insurance and must be attached to the contract or be on file with MenRes Property Management Inc. The Trade/Vendor shall also guarantee that both the Condominium Corporation as well as MenRes Property Management Inc., be named as additional insured on all insurance certificates provided. The Trade/Vendor shall also be responsible to provide updated certificates to MenRes Property Management Inc. prior to expiry.
2. **Workplace Safety Insurance Board** The Trade/Vendor shall carry at his own cost proof of Workplace Safety Insurance Board (WSIB) certification. Prior to commencement, the Trade/Vendor shall provide to MenRes Property Management Inc. with such certification and it must be attached to the contract or be on file with MenRes Property Management Inc. The Trade/Vendor shall also ensure that the Condominium Corporation be named as the principal on all certificates provided. The Trade/Vendor

shall be responsible to provide updated certificates to MenRes Property Management Inc. prior to expiry.

3. **Safety** The Trade/Vendor must strictly adhere to all requirements of the Occupational Health and Safety Act and all applicable Rules and Regulations as set out by the OHSA. The Trade/Vendor shall ensure that labour on MenRes Property Management sites are familiar with these requirements and have the required training as prescribed by the OHSA and all applicable Rules and Regulations. Enforcement of this on site is the responsibility of the Trade/Vendor.
4. **Permits** The Trade/Vendor is required to attain all necessary permits and authorization as required by any authority having jurisdiction. The Trade/Vendor shall assume the responsibility for meeting any and all Ministry of Labour requirements or as negotiated.
5. **Licensing** The Trade/Vendor shall provide MenRes Property Management Inc. with details and copies of appropriate licensing documentation for all licensed professionals used by the Trade/Vendor.
6. **Warranty** The Trade/Vendor guarantees all work under the Purchase Order against defective workmanship and materials for a period ending on the later of the date (if any) specified in the Purchase Order or otherwise specified in the contract or quote. The Trade/Vendor further agrees that all work conforms to applicable specifications, building codes and will be suitable for intended purposes. The Trade/Vendor shall ensure that all warranties and warranty limitations be clearly defined on all quotations and contracts. The Trade/Vendor shall provide all manufacturer warranty documents and copies of any manufacturer recommended maintenance instructions.
7. **Job Progress** The Trade/Vendor agrees to begin, carry on and complete in a workmanlike manner the work described herein in accordance with the schedule as mutually agreed and in a way that will ensure the carrying out of the work as scheduled without delay.
8. **Assignment** The Trade/Vendor agrees not to assign, sublet or otherwise transfer its rights under the Purchase Order, or any part thereof without the prior written consent of MenRes Property Management Inc., which consent may be unreasonably withheld.
9. **Timeline** The Trade/Vendor shall provide a project timeline, with any restrictions, on all quotations and contracts. The Trade/Vendor further agrees at all times to keep the premises free of any waste materials caused by its employees or work, and shall maintain the premises in a clean and workmanlike condition, to the satisfaction of MenRes Property Management Inc. The Trade/Vendor shall include descriptions of materials and installation techniques in the contract or quote. The Trade/Vendor shall guarantee that the specifications be clearly defined and shall include a breakdown of materials and labour.
10. **Subcontractors** The Trade/Vendor shall guarantee that the use of any subcontractor be explicitly stated, and all requirements specified herein shall also apply to such subcontractor.
11. **Purchase Orders** All Trades/Vendors are required to include a Purchase Order number on all invoices. Any invoices received that do not contain an assigned Purchase Order

number will be returned to sender noting that a Purchase Order number is required in order to issue payment.

- i. **For Trades/Vendors prior to registration** - All invoices are to be billed to the project name (which can be obtained from the onsite Property Manager) and submitted to payables@menkes.com. Please contact the Property Manager if payment is not received within 90 days.
- ii. **After registration** – All invoices are to be billed to the Condo Corporation number (which can be obtained from the onsite Property Manager) and submitted to payables@menres.com. Please contact the Property Manager if payment is not received within 60 days.

Name of Authorized Representative

Firm Name

Signature of Trade/Vendor

I HAVE AUTHORITY TO BIND THE CORPORATION

Date