



WESTGATE RESORT

Vendor Name: _____

Standard Terms and Conditions

Effective date 01/14/16

SERVICES

The general terms and conditions set forth below are deemed to be incorporated into and a material part of any agreement or purchase order executed between CFI and Vendor (Subcontractor and Vendor are interchangeable in Section II) for services. References to CFI herein shall be deemed to mean CFI, Westgate Resorts, Ltd., or any of their related and affiliated entities as set forth in the applicable agreement or purchase order.

1. Applicability

These general terms and conditions are deemed to be incorporated into and apply to all purchase orders for services.

2. Formation of the Agreement

This order is CFI's offer to Vendor and acceptance by Vendor is limited to the terms of this offer. CFI objects to any additional terms stated in Vendor's acceptance. Acceptance may be by prompt written acknowledgment or by beginning performance. Seller's acceptance of this order creates a binding contract between Vendor and CFI ("this contract or purchase order"), which shall be governed by the terms and conditions of this order.

3. Modification

None of the terms and conditions of this purchase order may be contradicted, modified, supplemented, explained, waived or rescinded except as provided in this Contract or in a written agreement signed by both parties. Only a CFI purchasing representative may sign a modification or waiver on behalf of CFI. Vendor expressly assumes the duty to ensure that a duly authorized purchasing representative of CFI executes the purchase order as well as any changes or revisions thereto.

Initial _____ Date _____

4. Nature of Services Covered by Purchase Order

These terms and conditions are intended to cover services of a non-professional nature being provided by Vendor to CFI. Such services may include, but are not limited to, grounds-keeping, pool maintenance, maintenance of vending machines, termite and pest control services, garbage collection, maid and cleaning services, certain food preparation and baking services and other similar temporary services. It is acknowledged by the Vendor that it is independently contracting with CFI to provide the services and that, under no circumstances, are any of the individuals providing services through the Seller to be deemed employees of CFI.

5. Duty to Provide Competent and Trustworthy Help

Vendor acknowledges that individuals it will be providing to perform services on CFI properties must be diligent, competent and trustworthy. Vendor expressly assumes the duty to undertake all screening of individuals to ensure that no persons are provided who pose a hazard to the safety and well-being of guests, owners, CFI employees and representatives and all other persons on CFI property and will not pose a hazard to or misappropriate personal property belonging to guests, owners, CFI employees and representatives and all other persons on CFI property. Under no circumstances will Vendor permit any person to provide services under the purchase order that is under the influence of alcohol, illegal drugs or is otherwise impaired to the degree that the person cannot diligently, competently, honestly and safely carry out their duties under the purchase order. Supplier shall be responsible for all safety training on any equipment, golf carts, etc that they awarded to provide.

6. Indemnification

In the event that CFI is exposed to any claim for personal injury, property loss, property damage, theft or any other claim whatsoever caused through the action or omission of any person supplied by Vendor to provide services under this purchase order, Vendor shall, through the fullest extent under the law, indemnify and hold harmless CFI, its employees, officers, agents and representatives, from any and all claims and damages including, without limitation, all attorney's fees and costs incurred by CFI and any of its employees, officers, agents and representatives both at the trial and appellate level in defending against said claims.

A. Vendor shall reimburse CFI for any out of pocket expense due to theft, property damage or criminal act by their workers while in service of CFI/Westgate Resorts.

7. Insurance

If, in the performance of this contract, Vendor's employees, with or without equipment, are required to enter premises owned or controlled by CFI – Westgate Resorts, or the owner, Vendor shall maintain Workmen's Compensation, Comprehensive Public Liability, and Property Damage including Automobile Public Liability and property damage coverage's in amounts, form, and with carriers satisfactory to CFI – Westgate Resorts Ltd. Vendor including any vendor lower tier subcontractors performing work on-site at any CFI – Westgate Resorts property shall maintain comprehensive general liability insurance, worker's compensation insurance, and Automobile Insurance in a form and amount acceptable to CFI at the time that the purchase order is executed prior to performance of work in the amounts specified below:

Initial _____ Date _____

- A. Comprehensive General Liability – The Vendor shall provide coverage for all operations and services including, but not limited to contractual, products, and completed operations and personal injury. The limits must be \$ 2,000,000 minimum combined single limit (CSL) or its equivalent.
- B. Workers' Compensation Insurance- The Vendor shall provide workers compensation for all employees. The limits shall be statutory for workers compensation and \$ 100,000 for Employer's liability.
- C. Comprehensive Automobile Insurance – The Vendor shall provide coverage for owned and non-owned vehicles for limits of not less than \$ 1,000,000 combined single limit (CSL) or its equivalent.

Vendor's Certificate of Insurance shall be with a published "BEST" Rated Insurance Company with an "A" Rating. Vendor shall provide to CFI, at the time the purchase order is executed, all certificates of insurance and such other proof of insurance as is necessary to satisfy Vendor's insurance obligations under this paragraph. The Certificate of Insurance shall include the following statement:

“Central Florida Investments, Inc., its parents, their subsidiary, related, and affiliated companies, and their officers, directors, agents, and employees of said companies as additional insured”

The certificate shall show the subject policy has been endorsed to provide thirty (30) days cancellation notice to CFI. The Policy expiration date shall appear on the Certificate of Insurance. Notification of the policy expiration date and "Will endeavor" and "failure to mail such notice shall impose no obligation or liability upon the company" statements shall not relieve the Vendor's contractual obligation to provide and maintain valid General Liability, Worker's Compensation, and Automobile Insurance in the amounts specified above. An attachment stating which coverage's the excess liability policy applies to shall also be provided.

8. Hold Harmless and Release

Vendor agrees that, if this contract calls for any work to be done on premises owned, leased, or occupied by CFI, (I) Vendor shall indemnify and hold harmless CFI, Westgate Resorts Ltd. and the owner of such premises hold harmless against any liability to subcontractors or other third persons under the construction lien or mechanic's lien laws of the state in which the work is to be performed, and (ii) the last payment called for hereunder shall not in any event be due until Vendor shall have first delivered to CFI a final contractor's affidavit, sworn under oath, listing all unpaid potential lienors, a final contractor's lien release and final lien releases of all subcontractors, vendors, laborers, or others who provided labor services or materials for the project. In the event that any construction or mechanic's liens are recorded against the premises, Vendor agrees, promptly upon demand by CFI to transfer said liens to a bond or other security as provided for under the construction and mechanic's lien laws of the state in which the work is to be performed.

9. Acceptance, Rejection, and Correction of Deficiencies. If services do not conform to contract requirements, CFI may require Vendor to perform the services again in conformity with contract

Initial _____ Date _____

requirements, at no increase in contract price. When the defects in services cannot be corrected by re-performance, CFI may (i) require Seller to take necessary action to ensure that future performance conforms to contract requirements; and (i) reduce the contract price to reflect the reduced value of the services performed. This section applies to correct or replacement services in the same manner as to services originally delivered or performed.

10. Warranty

Vendor warrants that all services performed under this contract will be free from defects and will conform to the requirements of the contract. Any services corrected or reperfomed will be covered by this warranty. If Vendor breaches this warranty, CFI may, at no increase in contract price require Vendor to promptly correct or reperform, at Vendor's election, defective or nonconforming services, or equitably reduce the contract price. Charge back if other vendors become aware.

11. Changes

CFI may, at any time, by written order signed by its authorized purchasing representative, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following: (i) description of services to be performed; (ii) time of performance of services (i. e., hours of the day, days of the week, etc.); or (iii) place of performance of services.

12. Invoice and Payment

- A. Seller shall submit one (1) original invoice marked "original" to the CFI Accounts Payable Department to the appropriate "Bill To" Address identified on the Purchase Order.

CFI/Westgate Resorts Ltd.
P. O. Box 690669
Orlando, Florida 32869

- B. Taxes and freight, if any, must be separately itemized. The Purchase Order number (PO No.), line item number(s), line item descriptions, quantities, unit prices, extended line item prices, and the total price must appear on all invoices, shipping documents, quality certificates and packing sheets.
- C. Determination of payment due date, whether under net or discount terms, will be based on the latest of (i) the date provided in this contract for completion of services; or (ii) the date an accurate invoice is received in the Accounts Payable Department specified elsewhere in this contract.
- D. Payment will be deemed to have been made when deposited in the mail.

13. Termination for Convenience

Initial _____ Date _____

- A. CFI may terminate performance of work under this contract, at any time, in whole or, in part, by delivering to Vendor an immediate written notice of termination specifying the extent of termination and the effective date. CFI shall not be liable for any cost incurred after the effective date of termination.

14. Termination for Default

- A. CFI may, by written notice of default to Vendor, terminate this contract immediate in whole or in part (i) if Seller fails to perform services within the time specified by this contract or any written extension; (ii) if Vendor fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and, in either of these two circumstances, does not cure the failure within ten business days after receipt of notice from CFI specifying the failure; or (iii) in the event of Vendor's suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against Vendor, appointment of a receiver for Vendor's property or business, or any assignment, reorganization, or arrangement by Vendor for the benefit of its creditors.
- B. Vendor will continue work not cancelled.
- C. CFI will pay the contract price for services accepted. CFI may withhold from any amount due under this contract any sum CFI determines to be necessary to protect CFI against loss because of outstanding liens or claims of from lien holders.
- D. In the event of termination for default, Vendor shall be liable for all costs incurred by CFI in procuring substitute services so as to fulfill the requirements of the purchase order.

15. Nondisclosure

Neither party will, without the prior written consent of the other, reproduce, use, or disclose to any employee or third party any proprietary information or data furnished by the other party, except as required to perform this contract. Any information or data must be clearly marked as proprietary to qualify for nondisclosure. This restriction does not apply to information or data: (i) in the public domain through no breach of this contract by the recipient, (ii) otherwise known to the recipient at the time of receipt without restrictions as to use or disclosure, or (iii) acquired by the recipient from a source other than the disclosing party that has the right to disclose such information to the recipient. Vendor will not advertise, issue press releases or otherwise make publicly known that it is a supplier to CFI of services without the express written permission of CFI.

16. Subcontracting and Assignment

- A. Without CFI's written consent, Vendor will not delegate any duty of performance or subcontract for design, development, or procurement of any substantial portion of services under this contract. This limitation does not apply to Vendor's purchases of standard commercial supplies or raw materials.

Initial _____ Date _____

- B. Except as hereinafter provided, neither this contract, nor any duty, right, nor interest therein may be delegated, assigned, or otherwise transferred in any manner by Vendor without the prior written consent of CFI. Any attempted effort to the contrary will be void and CFI may cancel this contract. Either party may, upon notice to the other, assign this contract to any person, firm, or corporation with which such party may merge or consolidate or to which such party may assign substantially all of its assets, and either party may assign claims for monies due or to become due hereunder to any bank, trust company, or other financial institution, including any governmental lending agency. The assigning party will furnish the other party with two signed copies of any such assignment and such other documents that may be reasonably required by the nonassigning party.
- C. Vendor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage of cost basis.

17. Suspension of Work

- A. CFI's authorized purchasing representative may, by written order, suspend all or part of the work to be performed under this contract.

18. Disputes

In the event that CFI is required to institute any legal proceedings arising hereunder, then CFI will be entitled to recover its reasonable attorney's fees and costs both at the trial and appellate level. Venue for any dispute shall be in the appropriate state court having jurisdiction of said matter in the Ninth Judicial Circuit, in and for Orange County, Florida.

19. Applicable Law

This contract will be governed by and construed in accordance with the laws of the State of Florida.

20. Waiver and Severability

Any action or inaction by CFI or the failure of CFI, on any occasion, to enforce any right or provision of this contract will not be construed to be a waiver by CFI of its rights hereunder and will not prevent CFI from enforcing such provision or right on any future occasion. A determination that any portion of this contract is unenforceable or invalid will not affect the enforceability or validity of any of the remaining portions of this contract.

21. Rights and Remedies

Initial _____ Date _____

The rights and remedies of the parties set forth in this contract are cumulative and in addition to any other rights or remedies that they may have at law or in equity, CFI may offset any damages resulting from a breach of any contract between CFI and Vendor against the price due under any other such contract.

22. Compliance with Statutes and Regulations – Supplier Acknowledgements, Warranties, and Certifications

- A. Vendor will comply will all applicable state and federal statutes, government rules, regulations, and orders, as well as any applicable county and city ordinance.
- B. Vendor specifically warrants and represents that it has complied , and will continue to comply with Sections 274A-274C of Immigration and Naturalization Act and with the Immigration Reform and Control Act of 1986 ("IRCA") and the Immigration Act of 1990 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") all referred to the INA as amended when providing contractual labor services for CFI-Westgate Resorts Ltd. or any of its affiliates or subsidiaries (hereinafter "CFI"). Supplier is responsible for obtaining criminal background checks on all employees prior to assigning them to work at CFI.
- C. Vendor further warrants and represents that it has fully complied with all I-9 verification procedures and that it has properly verified documentation for the identity and work authorization or eligibility of all individuals, whether U.S. citizens or not, offered to CFI as part of its multi-services contract, as required by all applicable federal laws. Vendor shall indemnify and hold harmless CFI and any of its affiliates, or subsidiaries, directors, officers, employees, timeshare owners, guest or visitors for any criminal act whether intentional or not by their workers on CFI property.
- D. Vendor acknowledges that compliance with the provisions of Section 22 is a material term of this Agreement and any violation or non compliance by Vendor of the undertakings, representations and warranties in this Section 22 will constitute a material breach of this Agreement, excusing any and all performance by CFI. The Vendor further agrees that CFI can and will immediately cancel this Agreement, without notice, should it be discovered, by whatever means, Vendor has failed to comply with this section. Furthermore, Vendor agrees to indemnify and hold harmless CFI and any of its affiliates, or subsidiaries, directors, officers and/or employees for any and all claims, damages, fines or penalties assessed against CFI or any of its affiliates or subsidiaries by any governmental authority due to Seller's non compliance with this section. Vendor shall personally guarantee continuing and ongoing compliance of all State and Federal Laws.

23. Precedence

Initial _____ Date _____

In the event of any conflict between the terms and conditions contained herein and any terms and/or conditions contained within the agreement or purchase order or any attachments thereto, the terms and conditions contained herein shall prevail.

The supplier Acknowledges and Certifies that it has read and shall fully comply with the herein terms and conditions.

Signature: _____ Date: _____

Initial _____ Date _____