

TERMS AND CONDITIONS

1. **Products/Services.** This Purchase Order ("PO") is not an exclusive dealings or requirements contract. Buyer may purchase the same, similar or different Products/Services from other providers.
2. **Payment.** Vendor shall invoice Buyer for the Products/Services within 30 days after the delivery or provision thereof. If Vendor does not so invoice Buyer, Buyer shall have no liability for such Products/Services. In consideration for the Products/Services, Buyer shall pay Vendor the compensation within 30 days after receipt of an invoice for such Products/Services; provided, however, Buyer shall not be obligated to pay any portion of an invoice which Buyer disputes in good faith and submits to arbitration pursuant to this PO. As a condition precedent to any payment, Vendor shall deliver promptly to Buyer such waivers or releases of liens as reasonably requested by Buyer with respect to the Products/Services. Apartment Investment and Management Company ("AIMCO") (or an affiliate thereof) shall have the right (in its sole discretion), but not the obligation, to make any payment owed to Vendor and shall not incur any liability or other obligation under this PO to Vendor for such payment(s) or future payment(s).
3. **Termination.** Buyer may terminate this PO for any reason (even if Vendor is not in default) any time prior to the delivery of any Products or the commencement of any Services upon written notice to Vendor. Upon such termination, the sole liability and obligation of Buyer is for Buyer to pay for those Products/Services provided to Buyer prior to the effective date of termination; provided, however, Buyer may offset any damages incurred by it against such amounts owed to Vendor and Vendor shall remain liable to Buyer for any damages caused by a default by Vendor. In the event that this PO is terminated pursuant to its terms, Vendor agrees that any funds expended or expenses incurred for labor, equipment or other items with regard to its performance under this PO are expended or incurred with the understanding that this PO may at some point be terminated. Buyer shall not incur any restocking or similar charges or expenses upon such termination.
4. **Vendor's Covenants.** Vendor covenants and warrants as follows:
 - (a) The Services shall be performed by adequately trained, competent personnel, in a highly professional manner, in accordance with applicable industry standards and in accordance with the terms and conditions of this PO. The Products shall (i) be free of defects, (ii) be fit for their intended use, (iii) conform to the specifications, terms and conditions set forth in this PO, and (iv) be lien free and conveyed with good title. The Products/Services shall not violate or infringe any patent, trademark, copyright or other intellectual property right.
 - (b) Vendor shall, in performing the Products/Services, comply with all applicable federal, state and local laws, ordinances, regulations and orders (collectively, "Laws"). Vendor shall, prior to commencing performance of any of the Products/Services, obtain, and shall maintain throughout the term of this PO, all approvals, licenses and/or permits required by any Law or governmental agency, board or other jurisdiction in order to provide the Products/Services.
 - (c) The Services shall be performed in a manner to minimize the possibility of any annoyance, interference, or disruption to Tenants (as defined below) or other occupants of Buyer's Property (the "Property") and any invitees thereon.
 - (d) Upon completion of the Services on the Property, Vendor shall (i) restore the Property to its original condition, (ii) leave the Property clean and free of all tools, equipment, waste materials and rubbish, (iii) be liable for any costs, expenses or damages to the Property with respect to restoration thereof to the original condition of the Property, and (iv) be liable for the cost of any utilities left on by Vendor or its contractors, subcontractors, or agents after completing the Services (as such utilities are reasonably calculated by Buyer).
 - (e) Vendor shall be solely responsible for the means, methods, techniques and procedures used by Vendor to perform the Products/Services under this PO.
 - (f) Vendor shall be responsible for damage to or theft of real or personal property of Buyer or tenants of Buyer ("Tenants") caused by Vendor's employees, Vendors or agents.
 - (g) Vendor shall comply with all reasonable rules and regulations promulgated by Buyer with respect to entry into the Property and shall not interfere or intrude upon the premises or privacy of any Tenant.
 - (h) Vendor shall, as reasonably requested by Buyer, communicate and provide reports to Buyer with respect to the provision of Products/Services.
5. **Risk of Loss/Delivery.** Risk of loss for any Products shall remain with Vendor until such Products are delivered to and accepted by Buyer. Any Products shall be delivered, at Vendor's costs of shipment, freight and other similar charges, to Buyer's Address. Vendor shall ship orders of Products in full, and not partial orders (unless Buyer, in its sole discretion, agrees to accept partial orders). Time shall be of the essence with respect to this PO and contracts arising from it. If Vendor fails to deliver on time, Buyer may purchase replacements elsewhere and Vendor shall be liable for actual and reasonable costs and damages Buyer incurs. Vendor shall notify Buyer promptly if it is unable to comply with the delivery date specified in this PO, but such notification shall not constitute an amendment to the delivery date without Buyer's approval.
6. **Warranty.** Vendor has not and will not disclaim any implied or express warranties. Buyer shall not be required to inspect or approve any of the Products/Services, and Vendor agrees that the failure of Buyer to discover defects or deficiencies in any of the Products/Services shall not constitute an acceptance of any defective or deficient Product/Service and shall not affect, diminish or relieve Vendor of its responsibilities pursuant to this PO. If any Products/Services do not conform to those warranted, Vendor timely shall substitute conforming Products/Services; provided, that, if Vendor is required to produce and supply conforming Products/Services as a result of a breach of this warranty, Buyer shall not be responsible for any production, freight, insurance, delivery or other charges or fees with respect thereto.
7. **Insurance.** Vendor agrees to maintain the following insurance: workers compensation insurance as required by law, commercial general liability insurance on an occurrence basis in an amount of not less than \$1,000,000, and, if Products are provided, then products liability insurance on an occurrence basis in an amount of not less than \$1,000,000, providing for the investigation, defense and satisfaction (by settlement or otherwise), at no cost to the Buyer or any partner, member, manager, shareholder, director, officer, employee, agent, affiliate or representative of Buyer (collectively with Buyer, the "Indemnified Parties"), of any loss, claim, action, liability, damage, injury, penalty, interest, cost or expense (including of reasonable attorney's fees and those of in-house counsel and appeal) (collectively, "Losses") asserted against or incurred by Vendor or any of the Indemnified Parties with respect to this PO or Vendor's Products, Services or covenants hereunder.
8. **Hazardous Materials.** Vendor shall not cause, or permit to be caused by Vendor or any of its employees, agents or contractors, any hazardous materials to be used at, transported to, or dumped, spilled, released, stored, or deposited on, over or beneath the Property, except for such use that is necessary to provide the Products/Services pursuant to this PO and then only in accordance with applicable industry standards and in compliance with all applicable Laws. Vendor covenants and warrants that the Products/Services shall be provided without the use of lead-based paint or of any constituent or product that contains lead-based paint.
9. **Force Majeure.** If any party's performance of any of its obligations under this PO is interfered with by any reason or any circumstances beyond its reasonable control, then such party shall be excused from performance on a day-by-day basis to the extent of such interference; provided, however, that the party whose performance is being interrupted shall provide immediate notice to the other party. If the force majeure event continues for 10 days, either party may terminate this PO; provided, that, without limiting Buyer's rights to procure Products/Services from other providers or to terminate this PO without cause, during a period of force majeure and thereafter, Buyer may procure Products/Services from an alternative service provider at Buyer's cost and expense.
10. **Default.** A party shall be in default under this PO if any of the following occur:
 - (a) Such party fails to make any payment due under this PO and such failure continues for a period of 20 days after written notice thereof; or
 - (b) Such party fails to comply with any other covenant under this PO (other than the payment of money); or,
 - (c) Such party is in breach of any representation or warranty made pursuant to this PO at the time such representation is made.In the event of a default, the non-defaulting party may, upon 10 days prior written notice, terminate this PO.
11. **Limitation on Liability.** No partner, member, manager, shareholder, director, officer, employee, agent, affiliate or representative of Buyer or AIMCO, nor any partner, member, manager, shareholder, director, officer, employee, agent, affiliate or representative of any partner of Buyer or AIMCO, shall have any liability for the obligations of Buyer under this PO, and Vendor agrees that its sole recourse for any such obligations shall be limited to the assets of Buyer. Notwithstanding the foregoing, Vendor acknowledges and agrees that this section does not grant Vendor any lien or similar rights with respect to the assets of Buyer.
12. **Damages.** Except with respect to Vendor's indemnification obligations hereunder, each party waives the right to special, indirect, consequential and punitive damages, including lost profits. In no event (even a breach by Buyer) shall Buyer be liable for damages or losses in excess of the actual amount payable by Buyer to Vendor for the supply of a particular Product/Service actually provided by Vendor pursuant to this PO. The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other

or further rights and remedies available at law or equity, including, without limitation, the Uniform Commercial Code, if applicable. Any warranty of Vendor is in addition to, and cumulative with, other remedies available to Buyer.

13. **Indemnification.** Vendor shall indemnify, hold harmless and, if requested by Buyer in its sole and absolute discretion, defend (with counsel approved by Buyer) the Indemnified Parties from and against any and all Losses to the extent arising out of Vendor's performance under this PO, Vendor's breach of any representation, warranty or covenant under this PO, Vendor's negligence or misconduct, or Vendor's breach of any Law.

14. **Books and Records; Audit.** Vendor shall maintain books and records with respect to the Services to be provided hereunder and the payments to be paid hereunder. Buyer shall, for a period of two years after the expiration or termination of this PO, have the right to review and audit the books and records of Vendor with respect to such Services and payments.

15. **Ownership of Materials.** Buyer shall have the entire right and title to all information and work product acquired, gathered or developed by Vendor as a result of providing the Services to Buyer pursuant to this PO. Vendor shall receive no license or other rights from Buyer with respect to such information.

16. **Independent Contractor.** The relationship between Vendor and Buyer is that of independent Vendor, and nothing contained in this PO shall make either a partner, agent, employee, joint venturer, dealer or franchisee of the other. Vendor agrees to pay any and all salary or other benefits to its employees and shall make all appropriate tax (including unemployment tax), social security, Medicare and other withholding deductions and payments.

17. **Notices.** Notices shall be given to Vendor's Address or Buyer's Address, and shall be effective on the earlier of when received, rejected or unable to deliver because of no known change of address or no one present during normal business hours.

18. **Arbitration.** Any controversy, dispute or claim of any nature relating to the interpretation, performance, enforcement or breach of this PO, including any claim based on contract, tort or statute, shall be resolved by binding arbitration. The arbitration shall be administered in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), and shall be submitted to the AAA in Denver, Colorado. If Vendor and Buyer are unable to designate an arbitrator within 30 days after written demand therefor, then the AAA shall designate an arbitrator. The arbitration shall be final and binding, and enforceable in any court of competent jurisdiction. Notwithstanding anything herein to the contrary, this section shall not prevent Vendor or Buyer from seeking and obtaining equitable relief on a temporary or permanent basis from a court of competent jurisdiction located in Denver, Colorado (to which Vendor and Buyer consent to venue and jurisdiction) by instituting a legal action or other court proceeding in order to protect or enforce the rights of such party under this PO or to prevent irreparable harm and injury. The court's jurisdiction over any such equitable matter, however, shall be expressly limited only to the temporary, preliminary, or permanent equitable relief sought. The substantially prevailing party in any arbitration or court proceeding shall be awarded its reasonable attorney's fees (including those of in-house counsel and appeal) with respect to any arbitration or court proceeding.

19. **Gifts.** Vendor is prohibited from providing gifts or other things of value worth more than \$25 to Buyer or its affiliates, employees, agents or contractors.

20. **Governing Law.** This PO shall be governed by, and interpreted in accordance with, the laws of the state of Colorado without reference to its conflict of laws rules.

21. **Severability.** In the event that any part of this PO shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this PO and the remaining portions of this PO shall be valid and enforceable.

22. **Assignability.** This PO shall be binding and inure to the benefit of the successors and permitted assigns of Buyer and Vendor; provided, that, Vendor may not assign or subcontract its rights, obligations or this PO, except with the prior written approval of Buyer (which may be given or withheld in Buyer's sole discretion).

23. **Usage of Terms.** When the context in which words are used herein indicates that such is the intent, words in the singular number shall include the plural and vice versa. All pronouns and any variations thereof shall be deemed to refer to all genders. The section headings herein are inserted only for convenience and reference and shall in no way define, limit, or prescribe the scope or intent of any provisions of this PO.

24. **Survival.** The provisions of this PO which, by their reasonable terms, are intended to survive the termination of this PO or provision of Products/Services shall survive.

25. **No Use of Name.** Vendor shall not publicize, publish or otherwise use the name of Buyer, AIMCO, or any of their affiliates in any advertising, customer list or similar document, or otherwise disclose the contractual relationship with Buyer, AIMCO, or their affiliates, without the prior written approval of AIMCO (which approval may be given or withheld in AIMCO'S sole discretion).

26. **Authority to Execute.** Buyer may execute this PO by authorized representative.