



INSTRUCTIONS TO CONTRACTORS RELATED TO SERVICE AGREEMENTS

These Instructions summarize the contracting, authorization, and performance requirements that apply to all work performed for Owner, executed through Silver Lands Management LLC (“**Agent**”). These Instructions accompany the Services Agreement and are binding. If any inconsistency exists, the Services Agreement controls.

1. NO WORK IS AUTHORIZED UNTIL THE FINAL PURCHASE ORDER IS ISSUED. Execution of the Services Agreement does not authorize any work. Work may begin only after Owner issues a written, fully executed final purchase order (“**Final PO**”) for a specific project or service. The Final PO serves both as:

- The exclusive contract authorization, and
- The Notice to Proceed, allowing Contractor to mobilize immediately.

You may not rely on emails, texts, conversations, scheduling discussions, budget indications, or proposals as authorization.

2. THE FINAL PO IS THE NOTICE TO PROCEED. Upon receipt of a Final PO, Contractor may:

- Mobilize labor and equipment
- Procure materials
- Schedule subcontractors
- Begin performing the approved scope of work

Any work performed before the Final PO is issued is unauthorized work.

3. CONTRACTOR PROPOSALS ARE REQUIRED AND ATTACHED ONLY FOR SCOPE. Before Owner issues a Final PO, Contractor must submit a written proposal, bid, or quote describing the desired scope, pricing, materials, schedule, and other technical details. The Proposal becomes an attachment only to define scope.

Contractor acknowledges:

- Any terms, conditions, disclaimers, or limitations contained in the Proposal are void; and
- The Agreement and the Final PO control all contractual rights and obligations

4. REQUIRED DOCUMENTATION MUST BE SUBMITTED BEFORE ANY FINAL PO WILL ISSUE. Contractor must submit all required insurance documents, licenses, permits, W-9s, and other compliance materials before being eligible for a Final PO. Even if Owner issues a Final PO quickly or by mistake, Contractor is still required to provide all required documentation, and Owner may suspend work or withhold payment until every requirement is satisfied.

5. CHANGE ORDERS REQUIRE A REVISED FINAL PO. If additional work is required, Contractor must request a change in writing. Owner may authorize additional work only by issuing a revised Final PO. No additional work may be performed unless the revised Final PO has been issued.

6. INVOICING REQUIREMENTS MUST BE FOLLOWED EXACTLY. Contractor may invoice only after work authorized by the Final PO has been performed. Invoices must:

- Be addressed solely to Owner;
- Match the Final PO exactly; and
- Include required lien waivers, documentation, and subcontractor/supplier waivers
- Final invoices must be submitted within 30 days following substantial completion.
- Late invoices are void and will not be processed.



7. UNAUTHORIZED WORK IS ENTIRELY AT CONTRACTOR'S RISK. Any work performed: (a) before issuance of the Final PO; (b) beyond the scope stated in the Final PO; (c) at a different location than specified; and/or (d) based on oral or informal requests, is unauthorized work, performed entirely at Contractor's risk and without any right to compensation or lien rights.

8. COMMUNICATION PROTOCOL. All questions and communications about authorization, changes, scheduling, and invoicing must be directed to Owner's designated representatives, as identified in writing. Do not rely on verbal requests, field personnel, tenants, site managers, or informal exchanges.

9. COMPLIANCE AND CONDUCT REQUIREMENTS. Contractor must perform services in compliance with:

- All safety and OSHA requirements
- All applicable building, environmental, pool-safety, and permitting regulations
- All fair housing and accessibility laws
- All site access and conduct protocols communicated by Owner or Agent

Contractor must maintain a safe, orderly work environment and avoid disturbance to residents and operations.

10. SUMMARY OF CONTRACTING PROCESS. The contracting process functions as follows:

- (i) Contractor submits a detailed Proposal.
- (ii) Owner reviews the Proposal and confirms scope and pricing.
- (iii) Upon approval, Owner issues a Final PO, which also acts as the Notice to Proceed.
- (iv) Contractor performs the work in accordance with the Final PO.
- (v) Contractor submits invoices strictly conforming to the Final PO and documentation requirements.
- (vi) Owner processes payment after all conditions precedent are satisfied.

[End of Instructions to Contractor]





SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into as of the “**Effective Date**” indicated in the table below (the “**Table**”), by and between Owner and Contractor. Silver Lands Management LLC (“**Agent**”) executes this Agreement solely in its capacity as the authorized agent for Owner and not in its individual capacity. Contractor acknowledges that Owner alone is the contracting party with respect to this Agreement and that Agent assumes no liability under any circumstance.

Effective Date:	
Owner:	<i>Silver Lands Management (Owner)</i>
Contractor Name:	<i>(Contractor)</i>
Contractor Representative:	

1. **PURPOSE AND CONTRACTING FRAMEWORK.** Owner owns real property assets and Contractor is engaged in providing services related to real estate. The Parties enter into this Agreement to establish the exclusive contractual structure governing the manner in which Contractor may be engaged by Owner to perform services.

2. **CONTRACTOR PROPOSALS AND THEIR LIMITED EFFECT.** Upon request from Owner, Contractor shall submit a written bid, quote, invoice, statement of work, or similar document describing the contemplated scope of services relating to specifically identified real property owned by Owner, including any relevant materials, drawings, specifications, pricing, quantities, schedules, or other technical details (collectively, a “**Proposal**”). Upon receipt of a Proposal, Owner may review the submission, request clarifications, negotiate revisions, or prepare one or more preliminary purchase order drafts based on the information Contractor has provided; however, Contractor agrees that only the final iteration of such purchase order (prepared and issued by Owner or Agent) shall constitute the operative and binding Final Purchase Order (“**Final PO**”). Owner may, in its discretion, attach the approved Proposal to the Final PO in order to describe the scope of services, but issuance of the Final PO shall, regardless of attachment, be deemed to incorporate into the Agreement only those scope elements, specifications, and pricing details from the Proposal that Owner has expressly approved in the Final PO. Contractor acknowledges that any terms, conditions, disclaimers, limitations, or other contractual language contained in or accompanying any Proposal (whether printed on the face of the document, embedded electronically, linked by URL, included in fine print, or otherwise provided) are expressly rejected and have no force or effect. This Agreement and the Final PO exclusively govern all rights and obligations of the Parties and supersede any inconsistent or additional provisions contained in or accompanying any Proposal or other Contractor-generated document.

3. **CONDITIONS PRECEDENT TO ANY OBLIGATION OF OWNER.** Contractor understands that neither this Agreement nor submission of a Proposal imposes any obligation on Owner to authorize services. Contractor may be engaged only after all of the following conditions precedent have been satisfied to Owner’s sole satisfaction: Contractor shall have executed this Agreement; Contractor shall have delivered all required insurance documentation, licenses, permits, tax forms, and other compliance materials requested by Owner; and Owner shall have reviewed and approved such materials. Only after these prerequisites have been met may Owner elect to issue a Final PO. Absent issuance of a Final PO, Contractor is not authorized to mobilize or perform any services and shall not be entitled to compensation or reimbursement of any kind.

Although it is Owner’s intention not to issue a Final PO until all such prerequisites have been satisfied, Contractor acknowledges that the issuance of a Final PO, whether intentional, inadvertent, accelerated, or made under time constraints, shall not be construed as a waiver of any prerequisite documentation or compliance requirement. Contractor remains fully obligated to provide all required documentation, and Owner retains the right to suspend



work, withhold payment, or require immediate correction of any deficiency notwithstanding the issuance of a Final PO. No action or omission by Owner, including the mistaken or expedited issuance of a Final PO, shall relieve Contractor of any obligation under this Agreement or expand Contractor's entitlement to payment.

4. **FINAL PURCHASE ORDER AS EXCLUSIVE AUTHORIZATION AND NOTICE TO PROCEED.** The Final PO constitutes the sole authorization for Contractor to perform services and, upon issuance, also constitutes a "notice to proceed," permitting Contractor to mobilize, procure materials, schedule subcontractors, and begin work. Contractor acknowledges that no separate notice to proceed will be issued and that the Final PO performs both authorization functions. The Final PO shall identify the precise scope, specifications, pricing, schedule, and Property location for the services. Contractor shall not rely upon emails, conversations, texts, on-site discussions, scheduling inquiries, budget projections, or any other communication as authorization to begin work. Only the Final PO authorizes performance, and any deviation from the Final PO requires a revised Final PO issued by Owner.

5. **UNAUTHORIZED WORK AND IMPROPER RELIANCE.** Any work performed before the issuance of the Final PO, or any work that exceeds or diverges from the scope described in the Final PO, constitutes unauthorized work. Unauthorized work is performed entirely at Contractor's risk. Owner is not liable for unauthorized work under any theory, including quantum meruit, unjust enrichment, reliance, industry custom, or any form of equitable or legal recovery. Contractor shall not claim compensation, lien rights, or any adjustment based on unauthorized work. No silence, course of conduct, or presence of Owner or Agent at the Property shall constitute or imply authorization or ratification of unauthorized work.

6. **CHANGE ORDERS.** If Contractor believes additional or different work is required, Contractor shall notify Owner in writing and provide a written description of the change in scope, pricing, schedule, and any other relevant detail. No change, expansion, or reduction in scope shall be valid unless Owner issues a revised Final PO expressly describing the changed work. Contractor shall not rely upon field directives, tenant requests, informal communications, operational needs, or site conditions as authorization to modify or add work.

7. **STANDARDS OF PERFORMANCE AND REGULATORY COMPLIANCE.** Contractor shall perform services in a good, safe, diligent, and workmanlike manner and in accordance with industry best practices. Contractor shall comply with all applicable federal, state, and local laws and regulations, including building codes, environmental regulations, hazardous materials laws, waste-handling requirements, OSHA safety standards, ADA accessibility requirements, pool safety regulations, fair housing laws, and any other legal obligations applicable to the nature of the services. Contractor shall obtain, maintain, and close out all permits required for the services and shall provide evidence of final inspection or permit closure. Contractor shall maintain a safe and orderly work environment and avoid disruption to residents, neighbors, or property operations.

8. **SUBCONTRACTORS.** Contractor may not engage subcontractors without Owner's prior written approval. Contractor remains fully responsible for the acts, omissions, safety compliance, workmanship, payment obligations, insurance compliance, lien waiver delivery, and contractual performance of its subcontractors. Owner has no obligation to pay or communicate directly with subcontractors.

9. **PRICING AND NOT-TO-EXCEED REQUIREMENTS.** Pricing set forth in the Final PO is firm, not subject to escalation, and inclusive of all labor, materials, equipment, overhead, transportation, supervision, taxes, disposal fees, insurance obligations, warranties, and compliance requirements. Contractor shall not exceed a not-to-exceed amount or unit pricing stated in the Final PO. Any cost in excess of the Final PO amount is unauthorized.

10. **INVOICING REQUIREMENTS AND DOCUMENTATION.** Contractor may invoice only after performing services authorized by the Final PO. Each invoice must correspond exactly to the line items and amounts in the Final PO and must be addressed solely to Owner. Contractor shall include all supporting documentation reasonably required by Owner, including, where applicable, lien waivers, subcontractor payment verification, receipts, materials documentation, and any closeout or compliance materials required at the time of invoicing. Contractor must submit its final invoice within thirty (30) days after substantial completion of the authorized services. Any invoice submitted after this period is void, unenforceable, and non-liable.



11. **CONDITIONS TO PAYMENT; WITHHOLDING AND SETOFF.** Owner has no obligation to pay any invoice unless Contractor has complied with this Agreement and the Final PO. Contractor must have delivered all required lien waivers, corrected any defective or incomplete work, completed punch-list obligations, provided warranties and closeout documentation, and resolved any safety or regulatory concerns. Owner may withhold payment if any dispute exists concerning quality, compliance, safety, workmanship, documentation, schedule, or lien exposure. Owner may set off from amounts otherwise payable to Contractor any sum owed by Contractor to Owner, including costs of correcting work, removing or bonding around liens, repairing damage caused by Contractor, or remedying any breach of this Agreement. Owner may withhold amounts up to 150% of any amount subject to dispute or lien exposure.

12. **LIEN PROTECTIONS AND WAIVER REQUIREMENTS.** Contractor shall protect Owner and the Property from liens, claims, stop notices, and bond claims arising out of the services. Contractor must provide lien waivers commensurate with each invoice, including conditional waivers upon invoice submission and unconditional waivers promptly upon payment. Contractor shall also secure lien waivers from all subcontractors and suppliers at all tiers. Contractor shall indemnify, defend, and hold harmless Owner and Agent from any lien or threatened lien, including all related costs, damages, and attorney fees. Contractor shall not name Agent in any lien or lien-related document, and doing so constitutes a material breach.

13. **INSURANCE REQUIREMENTS.** Contractor shall maintain adequate insurance for the services performed. Required insurance includes workers' compensation and employer's liability coverage, commercial general liability coverage, automobile liability coverage, and umbrella or excess liability coverage, each with limits appropriate to the nature of the work and not less than industry-standard thresholds. Owner and Agent must be named as additional insureds on a primary and noncontributory basis, and all policies must include waivers of subrogation. Contractor may not perform any services until all required insurance has been delivered and approved.

14. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless Owner, Agent, and their respective affiliates, members, officers, employees, and representatives from any claim, loss, liability, damage, regulatory action, environmental condition, injury, lien, or expense (including attorney fees) arising out of Contractor's performance or failure to perform its obligations, including the acts or omissions of subcontractors. This indemnity survives termination and completion of the services.

15. **WORK PRODUCT, CONFIDENTIALITY, AND CONDUCT.** Any materials or deliverables prepared specifically for Owner, including reports, photographs, manuals, as-builts, or other documents, shall be the property of Owner. Contractor shall treat all information concerning Owner's properties as confidential and shall comply with all site-access protocols. Contractor shall conduct itself in a manner that minimizes disruption to residents and property operations.

16. **CLOSEOUT OBLIGATIONS.** Before final payment is due, Contractor shall complete all punch-list items and deliver all warranties, as-built documents, manuals, permit closure documentation, photographs, final lien waivers for all tiers, completion affidavits, and any other materials reasonably requested by Owner.

17. **TERMINATION AND SUSPENSION.** Owner may terminate this Agreement or any Final PO immediately upon Contractor's engagement in unauthorized work, failure to maintain required insurance, safety violations, regulatory breaches, filing or threatening liens, or any material breach of this Agreement. Owner may suspend work at any time without penalty. Upon termination, Owner may complete the work itself or through others, and Contractor shall reimburse Owner for any excess costs.

18. **AGENT NON-LIABILITY.** Contractor acknowledges that Agent executes this Agreement solely on behalf of Owner and assumes no liability under the Agreement or any Final PO. Contractor waives any claim against Agent under any legal or equitable theory.



19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of Owner or Agent. Contractor is responsible for all wages, taxes, benefits, insurance, and other obligations associated with its personnel.

20. AUDIT RIGHTS. Owner may audit Contractor's books and records relating to the services for a period of five years following final payment. Contractor shall promptly produce documents upon request.

21. NON-DISPARAGEMENT. Contractor shall not, at any time during or after the term of this Agreement, make or facilitate any statement or communication, whether oral, written, electronic, or otherwise, that disparages or is reasonably likely to harm the reputation, business interests, or goodwill of Owner, Agent, their affiliates, Owner's properties, or their respective officers, directors, managers, employees, or representatives. This prohibition applies to all forms of communication, including social media and online forums. Nothing herein prevents Contractor from providing truthful information when required by law, provided Contractor gives Owner and Agent prompt written notice of the required disclosure to the extent permitted by law. A breach of this Section constitutes a material breach of the Agreement and entitles Owner and Agent to all available legal and equitable remedies.

22. GOVERNING LAW; MISCELLANEOUS. This Agreement is governed by the laws of the state in which the work is performed. Notices must be delivered in writing. Contractor may not assign this Agreement without Owner's written consent. If any provision is deemed unenforceable, the remainder shall remain in effect. No waiver is effective unless in writing. This Agreement constitutes the entire understanding of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

OWNER:

By: Silver Lands Management LLC,
as Authorized Agent for Owner

By: _____

Name: _____

Title: _____

CONTRACTOR:

[Contractor Name]

By: _____

Name: _____

Title: _____

