

**EXHIBIT A**  
**VENDOR ACCESS AGREEMENT**

This Vendor Access Agreement (“Agreement”) is made between Surf Pines Association (“Association”) and the undersigned vendor below (“Vendor”). The Association has provided a gate code to be entered on a keypad, electronic keycard, or other remote device used to access Surf Pines entry gates (referred to as the “Access Key”) for entrance by Vendor to the Surf Pines Community and is provided on condition of the requirements of this Agreement.

1. **Use of Access Key.** Vendor agrees that the Access Key provided to Vendor is only for business purposes related to services provided to Surf Pines residents and may not be used for personal or consumer purposes. Vendor must maintain a list of all of Vendor’s representatives and personnel who have use of the Access Key.
2. **Access through Gates.** Vendor may not under any circumstances follow other vehicles through the Surf Pines entrance gates without first entering the code provided to them.
3. **Hours.** Except in cases of emergency, access to the Surf Pines community for business purposes described herein is only to be from 7:00 AM to 7:00 PM or as otherwise directed by the safety staff of the Association.
4. **Requests.** Vendor shall make requests for additional needs through the Association’s safety staff.
5. **Notice to Association.** If Vendor becomes aware that a Access Key has been lost or otherwise compromised, Vendor shall immediately notify the Association in order to receive a new or reset Access Key.
6. **Responsibility for Damage.** In the event that any damages, losses or costs incurred by the Association are due to the fault of Vendor, Vendor shall be responsible for payment of damages or reimbursement of losses or costs incurred to the Association.
7. **Revocation of Access Key and Access Rights.** In the event the Board determines that Vendor has violated the terms of this Agreement, the Association may terminate the Vendor’s Access Key and access rights to the Surf Pines community.
8. **Indemnity and Hold Harmless; Insurance.** In exchange for the right to an Access Key, Vendor agrees to indemnify, defend and hold the Association harmless from any claims, damages, liability or other losses or costs incurred by the Association as a result of a lost, stolen or compromised Access Key or otherwise prohibited use of an Access Key.
9. **Insurance.** Vendor shall provide proof that Vendor is licensed, bonded and insured as of the date of this Agreement.
10. **Binding Effect.** This Agreement shall be binding on Vendor’s successors and assigns.

11. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Oregon and any dispute under this Agreement shall be heard in Clatsop County circuit court.
12. **Attorney Fees.** The prevailing party in any action or appeal to enforce this Agreement shall be entitled to an award of attorney fees and costs.
13. **Acknowledgements.** Each party hereby individually represents to the other that it has read and understands this Agreement and that it had access to or has sought its own legal counsel in connection with entering into this Agreement.
14. **Severability.** To the extent any provision of this Agreement is found by a court or other authority to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

Dated: \_\_\_\_\_

**VENDOR**

Name of Vendor: \_\_\_\_\_

Name of Authorized  
Representative: \_\_\_\_\_

By signing below, I represent that I have authority to act on behalf of the above-named Vendor.

Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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To be completed by Association and returned to Vendor **Approved by Surf Pines Association**

By: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Title: \_\_\_\_\_ Gate Code (if applicable): \_\_\_\_\_