# FCI RESIDENTIAL CORPORATION CONTRACTOR RULES AND REGULATIONS

## (Effective November 10, 2025)

## Scope

These Contractor Rules and Regulations (the "<u>Rules</u>") apply to all Contractors and Contractor's Workforce providing Services on Company Property of FCI Residential Corporation and its Affiliates that own or operate single-family or multifamily residential or commercial rental properties, as further defined below.

Contractors and Contractors Workforce shall be subject to, and abide by, these Rules at all times while on Company Property. Each Company Property may supplement these Rules or have additional rules and regulations specific to their location.

#### **Definitions**

As used in these Rules (including the foregoing preamble), the following terms have the meanings specified below:

"<u>Affiliates</u>" means any entity which controls, is controlled by or is under common control with Company. The term "control" means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent or more of the voting stock or equity interests of the subject entity.

"<u>Company</u>" means (a) FCI and (b) Affiliates of FCI that own or operate single-family or multifamily residential or commercial rental properties.

"Company Property" means property that is owned, operated, controlled or managed by Company.

"Contractor" means any person or entity providing services to the Company on Company Property.

"<u>Contractor's Workforce</u>" means any employee, subcontractor, agent, supplier, independent contractor, or materialman of Contractor.

"FCI" means FCI Residential Corporation.

"Laws" means any federal, state, regional or local laws, rules, regulations or ordinances.

"Rules" means these Contractor Rules and Regulations.

"<u>Services</u>" means any services or work being or to be performed by Contractor or Contractor's Workforce for Company Property.

"<u>Violation</u>" means any failure of Contractor or Contractor's Workforce to comply with these Rules, notwithstanding any oral or written contractual provision to the contrary.

#### Responsibilities

All Contractors and Contractor's Workforce are expected to:

- (a) Follow federal, state and county regulatory requirements and guidelines;
- (b) Adhere to Company rules and policies when on Company Property or providing Services to Company;
- (c) Conduct themselves in a professional and lawful manner at all times; and
- (d) Abide by the directions of Company's representatives.

Company may revoke Contractor's or Contractor's Workforce's permission to enter Company Property at any time at its sole discretion.

#### Insurance

Prior to commencing Services, Contractor shall provide Company with applicable Certificates of Insurance for Contractor and Contractor's Workforce in a form and with policy limits and conditions satisfactory to Company.

#### **Notice to Contractor**

Contractor and Contractor's Workforce elect to voluntarily enter upon the Properties and voluntarily assume all risks of loss, damage or injury, including death, that may be sustained while on Company Properties, even if caused by Company's negligence, negligent act and/or negligent condition.

Contractor is advised that, and in consideration of being retained by Company, Contractor hereby releases and will indemnify and hold harmless the Company, its employees, officers, directors, agents, assigns and Affiliates, from all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by Contractor, Contractor's Workforce, or its property, while on the Company Property, even if caused by Company's negligence, negligent act and/or negligent condition. Contractor agrees to indemnify Company for any and all causes of action against the Company brought by Contractor or Contractor's Workforce whether or not caused by Company's negligence.

Contractor, acknowledges that, as a result of entering on Company Property, Contractor and Contractor's Workforce may obtain information about the Company which is proprietary or confidential ("Confidential Information"). Contractor agrees that it will not disclose such Confidential Information to any other person or use it for any purpose adverse to the Company. Contractor shall be responsible for any breach of the obligations of confidentiality by Contractor's Workforce.

Contractor and Contractor's Workforce shall not permit others on Company Property without a business purpose. However, if it becomes essential that a guest enter Company Property, then that guest shall be escorted by Contractor to the job site and be accompanied by Contractor at all times.

#### **Security and Access**

Contractor and Contractor's Workforce will abide by all parking requirements, rules and notices posted at the Company Property. Company will advise Contractor of any other parking requirements applicable to Contractor and Contractor's Workforce.

Persons attempting to remove Company, resident or other third-party property from the jobsite or Company Property without authorization may be barred from the Company Property and subject to prosecution.

Firearms, deadly weapons, explosives, alcohol or drugs are prohibited on Company Property.

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Contractor and Contractor's Workforce shall comply with security requirements of the Company Property, which may include, amongst other requirements, producing government issued photo identification.

#### **Vehicle and Pedestrian Traffic Safety**

Contractor will be limited to only those pieces of mobile equipment required to perform the Services, and such mobile equipment must not block Company Property roads, fire lanes, hose houses, fire hydrants, or emergency egress routes.

All vehicles are to be safe, in good operable condition, operated in a safe manner, at a safe speed, in compliance with all applicable Laws and traffic signs. Contractor and Contractor's Workforce must watch-out for and yield to emergency vehicles which shall be given the right of way.

#### **Contractor's Workforce**

Contractor's Workforce shall be physically limited to the jobsite. Contractor will be responsible for supplying Contractor's Workforce with all necessary and appropriate safety equipment, chemical toilets, washing facilities, and drinking water.

Contractor's Workforce may smoke only in designated smoking areas.

#### **General Procedures and Safety Requirements**

- APPROVAL MUST BE OBTAINED FROM THE COMPANY PROPERTY'S MANAGER BEFORE SHUTTING DOWN ANY COMPANY SYSTEMS OR EQUIPMENT.
- Contractors must properly barricade holes in floors, excavations, and other openings at all times. When persons are working overhead, the area below must be barricaded and warning signs installed. Contractors must provide ground-personnel for overhead work as necessary or if requested to do so by Company.
- Prior to bringing any hazardous, toxic or radioactive materials, chemicals or substances (collectively, "<u>Hazardous Materials</u>") on to Company Property, Contractor must inform the Company Property's Manager. Contractor will comply with all applicable Laws and EPA rules and regulations regarding the use, handling, labeling and storing of Hazardous Materials at all times while on Company Property.
- Contractor must inform the Company Property's Manager about any possible Hazardous Materials that may occur from Contractor's performance of the Services. Contractor is responsible for properly disposing of all such Hazardous Materials, including in compliance with all applicable Laws and EPA regulations.
- Flammable liquids will be appropriately labeled and stored in U.L. approved safety containers.
- All debris and garbage produced by Contractor must be cleaned up and properly disposed of on a daily basis by Contractor, including in compliance with all applicable Laws and EPA regulations.
- Contractor and Contractor's Workforce are expected to have all applicable qualifications, training, and certifications to complete the Services.

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- Other than precipitation, no water of any type, including clear, clean potable water, nor any other materials may be discharged into storm water drains.
- The storage of Contractor's or Contractor's Workforce's property, including equipment, tools, vehicles, materials and personal property (collectively, "<u>Contractor's Property</u>") on Company Property must be approved by the Company Property's Manager. Such storage is at Contractor's risk and Company is not responsible for any loss or damage to, or to provide security for, Contractor's Property while stored on Company Property.
- In the event Contractor is authorized to utilize any Company equipment, tools, vehicles or materials (collectively, "<u>Company Equipment</u>"), then Contractor shall do so at its own risk and is responsible for any loss or damage to Company Equipment. Contractor's personnel operating any Company Equipment must be qualified to safely operate the specific equipment in question and must present evidence of qualifications if asked by the Company.

#### **Emergency Procedures**

Any accident and/or incident occurring on Company Property or involving Services which results in personal or property damage to the Company, Company Equipment, Contractor, Contractor's Workforce (an "Occurrence") must be immediately reported (day of Occurrence) to Company. Company reserves the right to participate in Contractor's investigations to the extent deemed appropriate by Company. Contractor will advise Company as to the root cause, witnesses, and corrective action after Contractor's investigation is completed, but in no event later than seven (7) days after the Occurrence. Further, Contractor will fully cooperate with Company's investigation in good faith.

Contractor must immediately stop all Services in areas where it is determined that a hazardous condition exists. Contractor may resume the Services only when authorized by Company to do so.

If Contractor or any member of Contractor's Workforce believes they have been exposed to any Hazardous Materials, an incident report must be submitted to Company.

Contractor assumes full and complete responsibility and liability for injuries and damages to Contractor, Contractor's Workforce and Contractor's guests. Company is under no obligation to provide first aid, emergency medical treatment, or related services.

#### **Violations**

In the event of a Violation, Company may, in its discretion, (a) remove the individual(s) that are in Violation from the project or jobsite; (b) deduct from Contractor's invoice the amount equal to all fines and penalties assessed against Company by applicable Laws and governmental authorities; and/or (c) immediately terminate Company's contracts with Contractor.

## **Regulatory Agency Visits**

In the event Contractor or Contractor's Workforce meets with any regulatory agency on Company Property, Contractor or Contractor's Workforce must immediately notify the Company Property's Manager. Notification to the Manager must occur prior to engaging in conversation with the regulatory agency. Company reserves the right to observe the regulatory visit.

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