



Policy Name:	Contracts Policy	
Revision Date:	August 29, 2023	
Approval Authority:	<i>s/Keith Percy</i>	05072024
	President Perimeter Park West, Inc.	Date

Purpose

The purpose of this Contacts Policy is to outline the policy/procedures to follow in the development, negotiation, and approval of all required contracts and agreements between Perimeter Park West, Inc. (PPW), and other parties.

Policy

This policy applies to any type of agreement that obligates PPW to provide payment, services, goods or use of its property, facilities or other resources to a third party. Contractual agreements governed by this policy include, but are not limited to:

- Leases
- Licenses
- Contracts
- Consulting agreements
- Easements
- Purchase Orders

Section 1: Guidelines

PPW agents will adhere to the following guidelines:

1. All contracts will be housed electronically in a location accessible by all agents.
2. All contracts will be retained not less than seven years past the expiration of the contract or the completion of the services. Contracts that have expired or that have a newer version may be moved to an archived site that may be an electronic area or physical area.

3. If there is a physical copy of a contract, the physical copy of the fully executed contract will be held by the Legal Agent or their designee.
4. All exhibits, appendices and other documents referred to, by, or incorporated into the contract, unless only available electronically on the vendor's website, must be provided and attached to the contract because they are part of the legally binding agreement. This can include requests for proposal and responses, statements of work or services, policies and procedures, insurance requirements and certificates of insurance, and property or equipment descriptions and warranties.
5. Once a contract has been approved and signed, the responsible agent is required to ensure that PPW and the other contracting party(ies) meet their respective obligations under the contract.

Section 2: Purchases that Require a Contract

1. "Off the shelf" goods or equipment, including supplies, that are commonly purchased by cash or credit card do not require a contract.
2. Purchase of goods or equipment require a contract under any of the following circumstances:
 - a. The parties require a contract.
 - b. The goods/equipment are part of a construction project(s) and not included in the contractor/vendor's project quote.
3. Purchase of services including arrangements with independent contractors for construction projects, maintenance, janitorial, and consultants including financial (bookkeeping, banking, auditing, etc.), legal, Property Manager and the like, require a written contract regardless of the cost of the service provided.
4. The following contracts must be reviewed by the legal department prior to submitting the contract for signatures. The legal review is generally limited to legal terms and not business terms, for which the authorized signatories remain ultimately responsible.
 - a. Ongoing services for which \$5,000 or more will be spent in the fiscal year.
 - b. General contractor services above \$10,000.

Section 3: Contract Components

1. Contracts must be clear about issues such as specifications for the services to be provided, the manner and timing of delivery, limitation of warranties, opportunity to cure defects, and payment terms. Services that require a contract shall be purchased

using the PPW form contract which will set forth basic PPW approved terms and conditions including insurance and indemnity provisions.

2. Right to Inspect/Right to Audit – Contracts may include provisions allowing for inspection of contractors' books, records or facilities involved in the product or service offered.
3. Terms and Conditions – PPW standard terms and conditions cannot serve as a contract in its entirety. A contract must also include business terms (i.e., scope of services). Other unique terms may be appropriate and incorporated into the contract, depending on the nature of the transaction.
4. Automatic Renewal – Contracts may not contain an automatic renewal clause unless there is also a clause permitting PPW to terminate the contract at will, with no penalty clause. In no event may an automatic renewal clause exceed the period of time required for a contract to be rebid as set forth in the procurement policy.
5. Limitation of Liability – Contracts may not allow a contracting party to limit their potential liability. All rights of recovery against others are automatically transferred.
6. Amendments – Amendments to, or extension of any contract entered into by PPW must be prepared and authorized in accordance with the requirements set forth in this Policy and the Procurement Policy. If PPW's standard terms and conditions require variation, or if the use of a non-standard contract developed by a third-party is proposed, PPW's Board or its signatory designee must approve such action.

Section 4: Contract Approval and Signatory Authority

1. Contract approval authority and responsibility rests ultimately with the PPW Board; however, signatory authority is delegated to PPW agents under any of the following circumstances:
 - a. Contracts for goods/services included in a currently valid PPW budget that was previously approved by the PPW Board.
 - b. Contracts for goods/services previously approved by the PPW Board and documented in Board minutes.
2. The PPW Board must exercise reasonable oversight and maintain ultimate responsibility for the contracts and may limit or revoke the delegated authority whenever appropriate by a simple majority decision of the PPW Board.
3. The PPW Board must approve all new banking relationships or changes to banking details or procedures, any technology projects, and must approve facility projects not covered by a line item in the current already approved PPW budget. In addition, the

PPW Board must also approve any ongoing service contracts as defined in the Procurement Policy.

4. No person who is not an authorized signatory may bind PPW without written permission from an Authorized Signatory. Those signing without this authority may incur personal liability, and/or may be subject to disciplinary action, up to and including termination.

Section 5: Audit

1. The Contract Management process may periodically be audited to ensure compliance with PPW's policies and procedures.