

**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, by and between the Owner and Contractor (each as defined in Section 1, below), in conjunction with the Work (as defined in Section 1) being performed by Contractor. The Contractor’s proposal attached hereto as Exhibit A (the “Proposal”) and all other Exhibits to this Agreement may be referred to together with this Agreement as the “Contract Documents”. In the event of a conflict between the terms of the Proposal and this Agreement, the terms of this Agreement shall control.

**1. AGREEMENT DATA.**

Property: \_\_\_\_\_

Owner: (if multiple properties, see Exhibit B) \_\_\_\_\_

Work: \_\_\_\_\_ (See Exhibit A)

Contractor: \_\_\_\_\_

Contractor Federal I.D. Number: \_\_\_\_\_

Contractor’s Address: \_\_\_\_\_  
Address City, State, Zip Code

Contractor’s Telephone Number: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Total Agreement Amount: \_\_\_\_\_ Payable as follows: \_\_\_\_\_

**2. CONTRACT TERM.** Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Commencement Date and terminate on the Completion Date; provided, however, the term shall automatically renew for successive one (1) year periods if not terminated as set forth below. This Agreement may be terminated at any time by either party upon forty-five (45) days’ prior written notice to the other party. In the event of such a termination, Contractor shall: (a) continue to perform the Work as required under this Agreement through the termination date; and (b) Contractor’s recovery against Owner shall be limited to the portion of the Contract Sum (as hereinafter defined) applicable to the portion of the Work performed by Contractor as of the termination date less, if applicable, damages suffered by Owner as a result of Contractor’s breach of this Agreement as more fully set forth below. Contractor shall not be entitled to recover any lost profit for the Work not performed or other consequential or incidental damages. Upon termination of this Agreement, Contractor shall immediately vacate the Property, taking with it all property of Contractor and repairing any damage to the Property caused by such removal.

**3. CONTRACT AMOUNT.** In consideration of the performance of the Work, Owner shall pay Contractor a fee in such amounts provided in the Proposal (the “Contract Sum”) within thirty (30) days of Contractor’s satisfactory performance of the Work and Owner’s receipt of Contractor’s invoice for the Work, accompanied by a W-9, Certificate(s) of Insurance and/or Lien Waiver(s) and such other documentation as Owner shall reasonably request. Sales and other applicable taxes and fees are assumed to be included in the Contract Sum. Owner has the right to withhold all or any portion of the Contract Sum Owner reasonably deems appropriate pending Contractor’s remedy of any Work Owner reasonably deems defective or as a result of the failure of Contractor to provide Owner with the requested payment documentation. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.

**4. SCOPE OF WORK.** Contractor shall diligently and fully perform the services described in the Contract Documents (the “Work”), as follows:

A. Contractor shall provide all labor, materials, tools and equipment and obtain all authorizations, certificates, approvals, permits and licenses necessary for the performance of the Work. All materials and equipment provided by Contractor will be new, unless otherwise identified in the Contract Documents or agreed to by Owner in writing.

B. Prior to the commencement of the Work, Contractor shall submit to Owner for approval a written list of the names and addresses of any and all employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to

Property Name: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

be used or retained by Contractor in the performance of the Work. Owner may disapprove of any employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor in Owner's reasonable discretion. Contractor shall be responsible for the supervision and direction of its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor and shall, if needed or requested by the Owner, provide supervisory personnel on the Property reasonably acceptable to the Owner to carry out this responsibility. Periodic inspections will be conducted by a designated supervisor of Contractor to ensure that all of the Work hereunder is performed in compliance with applicable codes, laws, rules, ordinances, and regulations and the requirements contained in the Contract Documents. Contractor shall not employ or retain in connection with the performance of the Work any person unfit or without sufficient skill to perform the job for which he or she is employed or retained and Contractor agrees to perform industry standard employment screening of all employees that may perform Work at the Property. Owner shall have the right to require that any Contractor employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor not be permitted to enter upon the Property in connection with the performance of the Work if Owner, in its reasonable discretion, deems such individual to be unfit to perform any portion of the Work. All employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor shall wear at all times while on the Property photo identification cards with expiration dates visible if the employee or sub-contractor enters the interior of any building at the Property or if the employee will only perform Work on the exterior of any building at the Property, identification on a shirt, sweater or jacket clearly identifying the name of the Contractor.

C. In connection with the performance of the Work, Contractor shall erect and maintain safeguards for the safety and protection of the Property, the occupants of the Property, and equipment and other personal property located at the Property from damage, injury or loss, and shall provide supervision and properly qualified persons for the use of hazardous equipment or materials necessary for the execution of the Work. Additionally, Contractor shall identify and protect all concealed or buried piping and cabling located on the Property. Contractor shall promptly report in writing to Owner all accidents occurring on the Property, giving full details and statements of any witnesses.

D. Contractor shall maintain a clean job site at all times, and clean up the area in which the Work is performed after each entry to perform the Work and remove any debris or other residue created in the course of performing the Work. If cleanup is not performed to Owner's satisfaction within seventy-two (72) hours after notice from Owner, Owner may, at its option, cleanup or otherwise remove any debris or materials from the Property. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.

E. Commencement of the Work shall be conclusive evidence that Contractor has accepted all pre-existing conditions on the Property. Any pre-existing conditions shall not void any warranties of Contractor.

F. Any and all costs of completion of the Work are included in the Contract Sum.

**5. COMPLIANCE WITH LAWS.** Contractor shall perform and ensure that the Work is performed in accordance with all applicable international, federal, state, and local laws, orders, ordinances, rules, codes and regulations of the United States of America, the State in which the Property is located and any other public or quasi-public authority having jurisdiction over the Property or performance of the Work, including, but not limited to, all regulations and requirements of the Federal Occupational Safety and Health Administration (collectively, "Laws").

**6. NONDISCRIMINATION.** In addition to any other requirement of law, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or handicap in their performance of this Agreement, including, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. If required by law, notices shall be posted in conspicuous places for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.

**7. PROHIBITED ACTIVITIES.** Contractor agrees to conduct the Work and control its employees, subcontractors, agents, suppliers, material men and anyone associated with Contractor in such a manner as not to create any nuisance or interfere with, damage the property of, annoy or disturb any tenant or invitee or occupant of the Property. Specifically: (a) no smoking by Contractor or its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor is permitted on or around the Property; and (b) Contractor shall refrain from and cause its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to refrain from: (i) use of music that is objectionable to Owner or tenants/invitees/occupants of the Property; and (ii) use of clothing that displays publicly unacceptable wording, images or expressions or that is otherwise not in compliance with generally accepted rules for the workplace.

**8. INSPECTION.** Owner and its agents and employees shall at all times have the right to inspect all Work performed and materials furnished, installed, or used by Contractor in or about the Property. Such inspection(s) shall not relieve Contractor of any duty to ensure that the Work conforms to Laws and the requirements contained in the Contract Documents.

9. **INSURANCE.** Contractor shall, at its sole cost and expense, obtain and keep in force a policy or policies of the insurance set forth on Exhibit C.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Owner and its affiliates and each of their respective officers, directors, managers, shareholders, members, employees, representatives, agents, successors, and assigns (collectively, "Indemnified Parties") from and against any loss, liability, costs and expenses (including, without limitation, court costs and attorneys' fees) incurred by or claimed against Indemnified Parties, directly or indirectly, as a result of or in any way arising from Contractor's performance under this Agreement or Contractor's failure to perform its obligations under this Agreement. In case the Indemnified Parties shall be made a party to any litigation commenced by or against Contractor, then Contractor shall protect and hold the Indemnified Parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Indemnified Parties in connection with such litigation whether or not such action is contested or prosecuted to judgment. Contractor's obligation to indemnify the Indemnified Parties shall include the duty to defend at Contractor's sole cost and against any claims asserted by reason of any such claims or liabilities. Notwithstanding anything in this Section to the contrary, the foregoing indemnity by Contractor shall not apply to any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the gross negligence or intentional misconduct of Owner, its agents or employees to the extent of such gross negligence or willful misconduct.

11. **DEFAULT.** If Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure within five (5) days after written notice thereof to Contractor (except where a shorter or longer cure period is explicitly provided for under this Contract), Owner may, at its option: (1) take such actions as are reasonably necessary or desirable to cure such failure; (2) terminate this Agreement; and (3) take such other actions as are permitted Owner at law or in equity. Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.

12. **LIENS.** Contractor agrees that neither it nor any of its labor or material suppliers shall have, file, or maintain a lien for materials delivered for use in, or for work done in connection with its products or services, unless Owner fails to pay Contractor as provided hereunder; provided, however, if such failure to pay is the result of an alleged failure of Contractor to perform under this Agreement, Contractor and such suppliers shall not be entitled to file or maintain a lien. Conditional lien waivers in form and substance satisfactory to Owner from Contractor and its subcontractors and suppliers at every tier shall accompany all requests for payment and shall be furnished at other times upon reasonable request of Owner. Final lien waivers shall be provided upon receipt of final payment. If any such lien is filed or recorded, Contractor shall immediately cause it to be discharged of record. Should Contractor fail to do so, Owner may arrange for the lien to be discharged, and Vendor shall be liable to Owner for the entire cost thereof, which Owner may offset against the amounts owed to Contractor. Contractor agrees to indemnify and hold Owner harmless from any claims or costs in connection with such liens.

13. **WARRANTY.**

A. Contractor warrants that all of the Work shall conform to the requirements of the Contract Documents and Laws, and Work not completed in accordance with the terms of the Contract Documents or Laws shall be considered defective and, if applicable to the Work, will be repaired and/or replaced by Contractor at no additional cost to Owner for a period of one (1) year from the date of completion of the Work (the "Warranty"). Contractor shall complete corrections to the Work covered by the Warranty within five (5) business days after receipt of notice from Owner, or such longer time as Owner may, in its sole discretion, agree. If defects are not repaired or replaced during such five (5) day period, Owner may, at its option, arrange for the defect(s) to be repaired or replaced by a third party, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.

B. If applicable to the Work performed, Contractor shall assign to Owner all manufacturers' and suppliers' warranties, express or implied, and provide copies of said warranties and all product operation manuals to the Owner no later than the earlier of: (1) payment of the Contract Sum or the next installment of the Contract Sum, whichever is applicable; or (2) the expiration or earlier termination of this Agreement.

C. Contractor further warrants that: (x) it has full power and authority to perform all of its obligations under this Agreement without violating the legal or equitable rights of any third party or the terms or provisions of any agreement or instrument, law or regulations or other restrictions to which it is bound; (y) neither Contractor nor Contractor's agents or employees will violate the Foreign Corrupt Practices Act in connection with providing the products or services under this Agreement; and (z) Contractor and any person or entity controlling, controlled by or under common control with Contractor, and, to the best of Contractor's knowledge, any other person or entity with whom or which Contractor engages in dealings or transactions or is otherwise associated, is not a person or entity appearing on the Specially Designate Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of Treasury.

**14. LABOR DISPUTES.** Contractor shall use its best efforts to avoid labor disputes. Should such disputes arise, Contractor shall take immediate steps toward prompt resolution and shall keep Owner informed of the nature and status thereof.

**15. RELATIONSHIP.** The relationship of Contractor to Owner is that of an independent contractor. Nothing contained herein to the contrary shall be construed in such manner as to create the relationship of employer/employee or be deemed to create any joint venture or partnership between the parties.

**16. NOTICES.** All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; or (b) sent by certified mail, return receipt requested and postage prepaid, or by commercial overnight delivery courier (such as Federal Express), fees prepaid to the following addresses:

To Owner:

c/o Physicians Realty Trust  
309 North Water Street, 7th Floor  
Milwaukee, WI 53202  
Attn:

With a copy to:

c/o Physicians Realty Trust  
309 North Water Street, 7th Floor  
Milwaukee, WI 53202  
Attn: Legal Department

To Contractor: See Article 1

If personally delivered, such communication shall be deemed received upon actual receipt; if sent by certified mail or courier, such communication shall be deemed received as of the date of delivery or the date delivery is refused.. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. .

**17. HIPAA:** Owner and Contractor agree that it is not necessary for Contractor to have access to any protected health information (“PHI”), as such information is defined by the Health Insurance Portability and Accountability Act of 1996, in order to perform under the terms of this Agreement. Contractor will instruct its employees or contractors and others performing on its behalf under this Agreement to maintain the confidentiality of PHI to which they may be exposed. Contractor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, contractors, or others performing on its behalf will be exposed to or will disclose PHI. Contractor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, contractors, or any other person.

**18. WHISTLEBLOWER.** Owner has implemented certain policies and procedures, including a code of business conduct and ethics and a whistleblower policy, all of which are available for review on Owner’s website – [www.docreit.com](http://www.docreit.com) under Investor Relations (Governance Documents). If, at any time, Contractor or any of its employees, agents, contractors, subcontractors, vendors and representatives believe that Owner or any of its employees, officers, directors or agents have violated any of Owner’s policies or procedures, please advise Owner’s compliance department immediately at [whistleblower@docreit.com](mailto:whistleblower@docreit.com).

**19. LIMITATION OF LIABILITY.** Notwithstanding anything else set forth in this Agreement, Owner’s liability shall be limited to the unpaid balance of amounts due under this Agreement, and in no event shall Owner be liable to Contractor for indirect, incidental, consequential or special damages.

**20. ATTORNEYS’ FEES.** In the event of any litigation between Owner and Contractor arising out of the Contract Documents, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys’ fees of the prevailing party.

**21. MANAGER.** Owner, in its discretion, may appoint a property manager or other third party (“Manager”) to exercise its rights and obligations under this Agreement, and Contractor agrees to acknowledge and take direction from the Manager as if it were the Owner under this Agreement, including, without limitation, delivering invoices and other notifications directly to the Manager. If Owner has appointed a Manager with respect to the Property, the Manager’s identity and contact information is below.

Manager:

Send all invoices to: [vendors@docreit.com](mailto:vendors@docreit.com) -or-

c/o Physicians Realty Trust  
309 N. Water Street, 7th Floor  
Milwaukee, Wisconsin 53202

**22. CONFIDENTIALITY.** Contractor covenants and agrees that it will not, at any time, directly or indirectly, divulge or disclose, or authorize or permit any other person or entity to divulge or disclose any information related to Owner and its tenants and other occupants of the Property or to use such information for any purpose other than the performance of the Work. Contractor shall not, without first obtaining Owner's consent, disseminate the fact that Contractor has furnished or has contracted to furnish Owner with the items covered hereby nor, except as is necessary for performance of this Agreement, shall Contractor disclose any of the details connected with this Agreement to third parties. Contractor acknowledges and agrees that all Owner materials, documentation, information and/or data, which will come into Contractor's possession or knowledge in connection with Contractor's performance hereunder consists of confidential and/or proprietary information and that any disclosure to or use by a third party will damage Owner. Ownership of all such information resides with Owner, and Contractor agrees to hold such information in strictest confidence and not to release or disclose it to any other party. Upon Owner's request, all employees or contractors of Contractor entering onto the Property to provide products or services on behalf of Contractor shall sign Owner's then existing Confidentiality Agreement.

**23. ASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of Owner.

**24. MISCELLANEOUS.**

A. No Representations by Owner. Contractor acknowledges that neither Owner nor any agent or employee of Owner has made any representations or promises with respect to the Property, except as expressly set forth in this Agreement and no rights, privileges, easements or licenses are acquired by Contractor except as expressly set forth in this Agreement.

B. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP BETWEEN OWNER AND CONTRACTOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.

C. Entire Agreement; Modification. This Agreement represents the final understanding and agreement between Owner and Contractor and incorporates all negotiations between the parties. This Agreement cannot be modified except by writing signed by the party against whom the modification is to be enforced.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon Owner and Contractor and their respective successors and assigns.

E. Interpretation. The captions in this Agreement are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. References to "expiration" of the term shall include "termination" and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Contractor consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Agreement shall not be construed more strictly against one party than the other, it being recognized that both Owner and Contractor have contributed substantially and materially to the preparation of this Agreement. This Agreement shall be governed by the laws of the State in which the Work is performed.

F. Conditions Severable. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. Authority. Each of the parties represents to the other that it has the authority to sign this Agreement.

H. Waiver. No waiver shall be implied by Owner's failure to insist on performance of any of the terms or conditions herein or to exercise any right of privilege granted to Owner hereby. No express waiver by Owner shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions hereof not specified in the express waiver, and

then only for the time and to the extent stated therein. One or more waivers of any covenant, term or condition hereof shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

I. Survival. All of the representations and warranties contained in this Agreement, all covenants, agreements and indemnities made herein, and all obligations to be performed under the provisions of this Agreement shall survive expiration or earlier termination of this Agreement.

J. Counterparts; Signatures. This Agreement may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Facsimile and electronic "PDF" signatures of this Agreement shall be treated as original signatures and given full force and effect.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

L. Limitations on Fees. Contractor shall not be entitled to fees, finders' fees, commissions, reimbursements or other payments other than the payment of the fees specifically provided for herein.

M. Time. Contractor agrees, except as otherwise expressly provided herein, time is of the essence with respect to the performance of the Work, the delivery of notices and all other obligations of Contractor hereunder, and Contractor will at all times deliver sufficient materials and labor required to perform the Work in a timely manner.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER/AUTHORIZED REPRESENTATIVE:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



August 24, 2020

**2020 CONTRACT PROPOSAL**

Contract No. - 33155

**Customer:**  
PHYSICIANS REALTY TRUST

Per Occurrence (Zero Tolerance)  
Winter Season Services

**Property:**  
NEW ALBANY  
PROFESSIONAL

Attention: Amie Washburn

On behalf of Five Seasons Landscape, I would like to thank you for the opportunity to submit a proposal for snow and ice management. Planning and preparing for snow and ice operations present many unique challenges to property managers, but Five Seasons Landscape expertise will provide the safest conditions through extreme weather.

Five Seasons Landscape has been providing snow and ice management services for more than 20 years. Our employees are fully trained in the best management practices established by Snow and Ice Management Association (SIMA) and Accredited Snow Contractors Association (ASCA). We have dedicated industry software that allows FSLM to keep detailed records concerning weather conditions and services performed, including site photos. Such records have helped past customers avoid potential lawsuits.

In addition to our local weather channels, FSLM uses a professional Weather Company called Weather Works to assist our team in better preparing for winter weather. Weather Works Meteorologist communicate Daily and hourly with winter updates that allows our teams to mobilize and attack storms in the most efficient manner. Delivering swift and responsive service that allows people to safely operate at your location is our main focus.

The following proposal has been uniquely designed for the needs of your property. We look forward to working with you.

Sincerely,

JOSH GILBERT



**SCOPE OF SERVICES****SCOPE OF PER OCCURRENCE SERVICES**

Snow and Ice removal will commence when accumulation of snow or ice occurs enough to trigger action based upon the clients specification. Regardless of time of day, day of week, including all holidays. Customer agrees to allow Five Seasons Landscape to decide what action is warranted based upon conditions at the time. Five Seasons Landscape will use its best judgment based upon weather conditions and forecasts. FSLM agrees to furnish all labor, tools, specialized equipment, materials, supervision, and transportation to perform the services as defined below.

**PER OCCURENCE PLOW LOT/ROADS**

Snow plowing shall include all drives, roadways, and parking spots unless otherwise noted. Per occurrence prices indicate the cost to execute one complete cycle of snow plowing operations. Five Seasons will make one last pass through the site before leaving, to clear any missed spaces due from cars moving. Additional plowing necessitated by parked and subsequently moved vehicles, additional snowfall, blowing and drifting will be billed as an additional service, at the per occurrence rate. **Please refer to summary of services for billing rates.**

**PER OCCURENCE CLEARING SIDEWALKS**

Per Occurrence sidewalk clearing shall include all sidewalks, mailbox areas, stairs, handicapped ramps and other access points unless otherwise noted. Per occurrence prices indicate the cost to execute one complete cycle of sidewalk clearing. Customer understands that sidewalk crews may not work safely if temperatures and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. Customer agrees and understands the Five Seasons Landscape reserves the right to stop working in these severe weather conditions (without penalty) so as not to force unsafe weather conditions upon our employees. **Please refer to summary of services for billing rates.**

**PER OCCURRENCE DE-ICING PAVED ROADS/SIDEWALKS**

De-icing of surfaces will be completed and metered based upon weather conditions and forecast. Per occurrence prices indicate the cost to execute one complete cycle of de-icing surfaces. The use and amount of de-icing agents (salt on pavement, calcium or magnesium chloride on concrete surfaces) will be at the contractor's discretion. Any surface that has had snow removed but not de-iced is a liability. All surfaces that have snow, ice, sleet or freezing rain are likely to (re) freeze when temperatures drop at night and should be de-iced proactively. **Please refer to summary of services for billing rates.**

**PER OCCURRENCE BRINE**

A deicing agent(liquid) will be applied to surfaces to reduce snow and ice adhering and bonding to surfaces to help enhance snow/ice clearing efforts. This Anti-Icing service will commence 24 – 72 hours before any snow or ice events as long as no rain is forecasted prior to the event. Per occurrence price indicate the cost to execute one complete cycle of brine application. FSLM will apply a liquid anti-icing solution to all main Drive Lanes, entrances and any areas with steep grades in accordance with proper industry standards and rates per lane mile. **Please refer to summary of services for billing rates.**

**SNOW STAKING**

FSLM will install snow stakes throughout the property to help identify objects such as Speed bumps, curbs, fire hydrants and any other important objects/areas that become covered by snowfall. FSLM owns the stakes and only charges for the labor to install, FSLM will remove them after the snow season at no charge.

\*Property Staking \$50.00 per hour

**SNOW HAULING**

\*Snow removal from site will include hourly cost of ALL equipment needed to load and remove snow from site.This will include drive time to unload and return to site if needed.\*

**\*Five Seasons reserves the right to adjust salt pricing based on current market value and availability. If prices for salt are adjusted, Five Seasons will get approval from the client based on the new price prior to salt application. \***

**SUMMARY OF SERVICES**

INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
BRINE APPLICATION	Per Occurrence	\$60.00	\$0.00
SNOW STAKING	Per Occurrence	\$50.00	\$0.00
PER OCCURRENCE PLOW LOT 0-3.99"	Per Occurrence	\$90.00	\$0.00
PER OCCURRENCE PLOW LOT 4-5.99"	Per Occurrence	\$126.00	\$0.00
PER OCCURRENCE PLOW LOT 6-7.99"	Per Occurrence	\$162.00	\$0.00
PER OCCURRENCE PLOW LOT 8-9.99"	Per Occurrence	\$198.00	\$0.00
PER OCCURRENCE PARTIAL PLOW	Per Occurrence	\$45.00	\$0.00
PER OCCURRENCE DE-ICING LOTS/ROADS (SALT)	Per Occurrence	\$75.00	\$0.00
PER OCCURRENCE PARTIAL DE-ICING LOTS/ROADS (SALT)	Per Occurrence	\$37.50	\$0.00
PER OCCURRENCE CLEARING SIDEWALKS 0-3.99"	Per Occurrence	\$120.00	\$0.00
PER OCCURRENCE CLEARING SIDEWALKS 4-5.99"	Per Occurrence	\$168.00	\$0.00
PER OCCURRENCE CLEARING SIDEWALKS 6-7.99"	Per Occurrence	\$216.00	\$0.00
PER OCCURRENCE CLEARING SIDEWALKS 8-9.99"	Per Occurrence	\$264.00	\$0.00
PER OCCURRENCE DE-ICING SIDEWALKS (CALCIUM/MIXED BLEND)	Per Occurrence	\$100.00	\$0.00
PER OCCURRENCE PARTIAL DE-ICING SIDEWALKS (CALCIUM/MIXED BLEND)	Per Occurrence	\$50.00	\$0.00

**BLIZZARD TIME & MATERIALS SCHEDULE**

In the event of a blizzard, accumulative snowfall of 10" or more within a 24 hr period triggers all snow work to a T&M status.

Truck with Plow	\$125	HR
Skid Steer with Bucket/Pusher	\$145	HR
Backhoe with Bucket/Pusher	\$225	HR
Front Loader with Bucket/Pusher	\$275	HR
Snow Hauling	\$125	HR
Clearing Sidewalks	\$65	HR

---

**PROPERTY DAMAGE**

- FSLM is not responsible for damage to personal decorations or any type of underground or exposed objects including irrigation, outdoor lighting, invisible fence, etc.
- FSLM uses materials on concrete that are labeled as concrete de-icing agents. FSLM does not have any control in the process of manufacture (if any) and therefore cannot be held responsible for the effectiveness of the product or its impact on concrete. The freeze-thaw cycle is difficult on concrete and can cause flaking and chipping of the concrete when water penetrates it and re-freezes. Acknowledgment of this contract means that client understands this and will hold Five Seasons harmless for any repair of concrete, as respects flaking and chipping, and any damage to asphalt, pavers, concrete steps, mortared joints or curbs.
- FSLM is not responsible for any Salt damage to Turf or Plants that abut parking lots, walks or any areas immediately adjacent to surfaces or where runoff may occur when treated by FSLM.
- FSLM is not responsible for scratches or gouges to asphalt, curbs, concrete or pavers as a result of normal snow oval operations. FSLM will take care where speed bumps may be present but will be held harmless to any damages including scratches, gouges or removal of part or all the area where the speedbump(s) is located.
- The Customer must allow FSLM the opportunity to make any repairs. FSLM will repair any timely and properly reported property damage within a reasonable time for the type of damage. If the Customer makes the repairs him/herself or hires a third party to make the repairs without prior notifying or giving FSLM the opportunity to make repairs, then FSLM shall not be responsible for the repairs.
- The Customer will report any property damage caused by FSLM within seventy-two (72) hours of their knowledge of the damage. FSLM will have no obligation, and the Customer waives any damages for, any property damage not timely and properly reported.

**LIMITATION OF LIABILITY**

At any time during this contract period, if the Customer directs FSLM when to plow and/or salt, then the following is agreed by the Customer: The Customer assumes sole responsibility for the snow and ice management decisions which dictate the conditions of the location. The Customer hereby waives all liability, claims and causes of action for itself, its employees, agents, guests, invitees, tenants, customers, and licensees against FSLM and its officers, directors, employees, agents, contractors, and subcontractors from, for or on account of any and all actual or alleged incidents resulting in potential or apparent injury or damage on account of the snow and ice condition of the premises and Customer further agrees it will indemnify, defend and hold harmless FSLM and its officers, directors, employees, agents, contractors, and subcontractors for any and all damages or injury to persons or property, claims, actions, obligations, liabilities, costs, expenses and attorney fees from such incidents or alleged incidents.

**TERMS & CONDITIONS**

Payment for all services will be due upon receipt of invoice. Discrepancies should be identified within 7 days by notifying a FSLM representative. Invoices outstanding beyond 30 days of the invoice date will be charged 1.5% monthly finance charge. FSLM reserves the right to delay or suspend services in the landscape maintenance contract until snow invoices are paid. Services may be suspended on delinquent accounts. Delinquent accounts are those 60 days past due. Collection fees, including, but not limited to attorney's fees, costs, and expenses of bringing suit, may be passed on to the customer and the customer accepts this condition. During time of such suspension, FSLM is not liable for any costs or damages that may arise from, or be related to, a suspensions of services. Contract shall be binding and inure to the benefit of the parties and their heirs, executors, administrators and assigns. When client authorizes, and FSLM accepts, the agreement, there is an implied agreement that there will be action taken on behalf of the client, as they have specified above when it snows/freezes. If an actionable event takes place, and the client decides to "call off" or send the crew away, the client will be billed for that event, even though the crew was asked to leave and no work was done. The amount of the bill will be equal to one plowing. FSLM will do its best to clear snow and ice from surfaces to the surface edge. It is understood that in the normal course of events, performing the work could mean that turf gets damaged. FSLM will come out in the spring and repair these areas with soil, seed and straw as a one time fix with no warranty.

This is an agreement between Five Seasons Landscape Management, Inc., 9886 Mink St.- SW-Rear, Reynoldsburg, OH 43068, and Physicians Realty Trust ("Client"), Attn: Amie Washburn, 309 N. Water Street 7th Floor, Milwaukee, WI 53202.

Multi Year Snow Services (Please Initial below for extended snow coverage)

Winter Services 2021-2022 \_\_\_\_\_ 2 Years

Winter Services 2022-2023 \_\_\_\_\_ 3 Years

By   
JOSH GILBERT

By \_\_\_\_\_

Date August 24, 2020

Date \_\_\_\_\_

**FIVE SEASONS LANDSCAPE  
MANAGEMENT, INC.**

**PHYSICIANS REALTY TRUST**