

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 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.

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 -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: Angela L Zarate


By: _____

Name: _____

Name: _____

Title: _____

Title: _____

 S.A. Comunale An EMCOR Company	2900 Newpark Drive Barberton, Ohio 44203 Phone: (614) 291-7001 Email: bj.shough@comunale.com	Proposal Number: Q-013819-2020 Proposal Date: 9/4/2020 Revision Number: Revision Date:
	PROPOSAL & CONTRACT for INSPECTION	

Attention: **Angela Zarate**

Site Location:	Quoted To:
DOC 560 North Cleveland Ave 560 North Cleveland Ave Westerville, Ohio 43082	Angela Zarate PHYSICIANS REALTY TRUST 309 NORTH water Street STE 500 Milwaukee, Wisconsin 53202
Phone:	Phone: (614) 452-0466
Email:	Email:

In accordance with your request, we are pleased to offer the following Inspection Contract and proposal. Our proposal is based on the following Inspection(s) Performed and the listed Scope of Work:

<u>Inspection Performed</u>	<u>Inspection Frequency</u>	<u>Equipment Amount</u>	<u>Inspection Price</u>
Fire Alarm & Detection Inspection(s)	Annual	1	\$375.00
Fire Alarm & Detection Inspection(s)	Semi-Annual	1	\$195.00
Backflow Test for Water Dept.	Annual	2	\$170.00
Fire Extinguisher Inspection	Annual	8	\$40.00
Total Cost of Inspection Contract / Proposal			\$780.00

Scope of Work:

Fire Alarm & Detection Inspection(s) - Annually: we will perform a functional test of all initiating and notification devices which include the following: pull stations, smoke detectors, air sampling duct detectors, beam detectors, fire phones, notification speakers, horn and strobe devices, door holders, tamper switches, waterflow devices and any other devices that may be connected to the fire alarm panel. We will functionally test all control functions related to the fire panel and ensure that primary & secondary power supplies are operating satisfactorily. If there is an elevator present, the customer must take the elevator out of service and provide access to the top of the elevator shaft so we can function test any smoke detector(s) in the shaft. Owner is to provide any lifts or ladder(s) above 6 feet in height which may be needed to access detection equipment.

Fire Alarm & Detection Inspection(s) - Annually: we will perform a functional test of all initiating and notification devices which include the following: pull stations, smoke detectors, air sampling duct detectors, beam detectors, fire phones, notification speakers, horn and strobe devices, door holders, tamper switches, waterflow devices and any other devices that may be connected to the fire alarm panel. We will functionally test all control functions related to the fire panel and ensure that primary & secondary power supplies are operating satisfactorily. If there is an elevator present, the customer must take the elevator out of service and provide access to the top of the elevator shaft so we can function test any smoke detector(s) in the shaft. Owner is to provide any lifts or ladder(s) above 6 feet in height which may be needed to access detection equipment.

Backflow Test for Water Dept. - Annually: backflow(s) will be tested and certified as required by the state water authorities or local water departments. All devices are inside and do not require confined space entry. The owner is responsible for providing the original paperwork for the localities that require such paperwork. Backflows located in a confined space may require additional costs and will be priced as a separate line item.

Fire Extinguisher Inspection - Fire Extinguisher Inspection(s) – Annually: we will visually check the fire extinguisher for damage, correct pressure or weight, condition of hose, gauge, cabinet, bracket and signs. We will replace the tamper seal, fire extinguisher inspection tag and gently fluff the fire extinguisher to insure the powder is not caked.

Exclusions:

- Overtime or Holidays
- Special Lift Equipment

Notes:

Inspections will be performed during normal working hours of 8:00 am to 5:00 pm Monday thru Friday unless other arrangements have been made.

This inspection pricing is based upon a technician crew from the S. A. Comunale Co., Inc.

Pricing above reflects performing all of the services as noted, in the event that some of the above services are not to be performed by S. A. Comunale then we reserve the right to adjust individual service prices.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a written report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable).

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.

Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS HEREOF, this Contract is entered into on the ____ day of ____, 2020.

CUSTOMER:

DOC 560 North Cleveland Ave

Signature

Print Name

Title

CONTRACTOR:

S.A. Comunale Co., Inc.

Robert Shough

Signature

BJ Shough

Print Name

Inspection Sales Representative

Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:

Terms & Conditions

1. **Access To Work:** Customer shall grant to Contractor the right to enter the Premises to conduct the Inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each Inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fittings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.

2. **Inspection Report:** Contractor will provide a written Inspection Report to Customer (and any other party as directed by Customer), which shall include a list of all Equipment inspected, and any recommendations regarding additional services, maintenance, repairs, replacements, alterations or adjustments that, in the judgment of Contractor, should be performed. The recommendations made by Contractor are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property and other damages by indicating obvious defects or impairments noted to the Equipment inspected. Contractor's Inspection Report shall not be construed as a warranty of the condition of the Equipment inspected, and it is not intended to imply that no other defects or hazards exist in the Equipment. Final responsibility for the condition and operation of the Equipment lies with the Customer. Should the Customer decline additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, Contractor shall be relieved from any and all liability arising there from.

3. **Additional Work:** This Contract is limited to Contractor's Inspection service only, and does not include any additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, or subsequently performed by Contractor under a separate contract. Such additional services, maintenance, repairs, replacements, alterations or adjustments shall only be performed by Contractor upon Customer's order, under a separate executed contract, and shall be paid for by Customer at Contractor's then prevailing rates.

4. **Payment Terms:** In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the Inspection shall be increased by an amount equal to Contractor's then prevailing rates for Inspection of Additional Equipment.

Unless otherwise agreed, Contractor will issue an invoice upon completion of the Inspection and payment is due 30 days after completion of the Inspection. Contractor shall be under no obligation to perform a scheduled Inspection if Customer's account is past due.

5. **LIMITATION ON LIABILITY AND DAMAGES:** CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.

6. **Indemnity:** Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.

7. **Insurance:** Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.

8. **Waiver Of Subrogation:** Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

9. **One-Year Limitation On Actions: Choice Of Law:** It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The laws of the State of Ohio shall govern the validity, enforceability and interpretation of this Contract, and any suits or causes of action upon this Contract shall be venued in Ohio.

10. **Force Majeure:** Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.

11. **Duration Of Contract And Termination:** This Agreement shall remain in effect for one year from the date hereof and will automatically renew for successive one-year terms unless written notice of termination by either party is mailed to the other party no later than 60 days prior to the expiration of the then current term. After the third anniversary of this Agreement, the Price per Inspection during any renewal term will be at the Contractor's then-current rates for the Equipment and any Additional Equipment.

12. **Legal Fees:** Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.

13. **Severability:** If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.

14. **Notice:** All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addresses shown above.

15. **Entire Contract:** This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.

16. **Counterparts And Multiple Originals:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.