

**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: DOC-19900 Haggerty Road MOB, LLC

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

Work: Burglar Alarm Monitoring (See Exhibit A)

Contractor: Redguard Fire & Security

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

Contractor's Address: 45150 Polaris Court, Plymouth, MI 48170

Address City, State, Zip Code

Contractor's Telephone Number: (734) 233-6000

Contractor Representative: David St. Germain

Commencement Date: 11/01/2021 Completion Date: 11/01/2026

Total Agreement Amount: \$63.00 Payable as follows: Monthly

**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

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 owed 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 owed 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: DOC Asset Manager

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 I

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: Facility Management Partner

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:

*Doc-19900 Haggerty Rd*  
*9/26/17*

By: 

Name:

*CHRIS PIZICIAN*

Title:

*MANAGING Agent*

CONTRACTOR:

Redguard Fire & Security

By: *Rachel Hinkel*

Name:

*Rachel Hinkel*

Title:

*Account Manager*



Central Station
Burglar Alarm System

Account # \_\_\_\_\_

November 1, 2021

DOC-19900 Haggerty Rd MOB,
LLC
c/o Jonna Realty Ventures, Inc.
39533 Woodward Ave, Suite 310
Bloomfield Hills, MI 48304

Re: 24-Hour Central Station Burglar Alarm
Monitoring

The agreement covers Burglar Central Station System

- A The agreement covers Burglar Alarm 24-Hour Central Station Alarm Monitoring at a rate of \$25.00 per month payable in advance of each quarter. Service / Maintenance / Repairs are performed on a time & material based on standard service call rate.
A-1 RedGuard Fire & Security will provide a Radio Transmitter for additional \$38.00 per month. Radio equipment is the sole property of RedGuard Fire & Security.
B The term of this agreement will run starting on November 1, 2021 and is based on a 5-year agreement. Cancellation will require written notification to RedGuard Fire & Security, Inc. 30 days prior to the cancellation date and must be submitted by an authorized individual. The monthly cost factors may increase based on associated cost factors related to providing the service.
C Contract reflects the scope of services and associated monthly cost factors related thereto. Charges for work outside of the scope of this Agreement shall be billed at the then applicable rates for labor, material and travel. Invoicing will be issued with terms net 30 days from invoice date. Invoices will be billed on a quarterly cycle on the first day of each quarter.
D The general terms and conditions are continued on the reverse side. It is acknowledged by the signature below that these conditions are a part of this Agreement.
E RedGuard Fire & Security, Inc. is not responsible for failure to render services due to causes beyond its control, including, but not limited to vandalism, terrorism, acts of God, equipment, radio transmitter, internet and phone lines failure along with misuse by the customer.
F To the extent that any terms and conditions appearing in customers purchase order are inconsistent with the terms of this Agreement, the terms of this Agreement shall govern.
G

RedGuard Fire & Security, Inc.

Customer (back side requires signature)

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

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

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

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

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

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

Contract agreement continued on the backside

Phone 734-233-6000 • Fax: 734-233-6010
45150 Polaris Court • Plymouth, Michigan 48170





# Central Station Burglar Alarm System

Account # \_\_\_\_\_

## TERMS AND CONDITIONS (continued)

- H RedGuard Fire & Security, Inc. need not perform any of its responsibilities or duties under the terms and conditions of the Agreement unless all charges and payments due have been made.
- I RedGuard Fire & Security, Inc. liability to the customer and/or its tenant(s) for damages from any causes whatsoever and regardless of the form of actions whether in contract or in tort, including negligence, shall not exceed the charges paid RedGuard Fire & Security, Inc. Such charges will be those in effect when the cause of action arose. It is understood by customer that RedGuard Fire & Security, Inc. they are not any insurer and that insurance covering personal injury and property damage on customer's premises shall be obtained by customer. Customer agrees to look exclusively to customer's insurer to recover for injuries in the event of any loss or injury. Customer does not hereby for itself, its successors and assigns, release and discharge RedGuard Fire & Security, Inc. from and against all hazards covered by any of customer's insurance, it being expressly understood that no insurance company or insurer will have any right against RedGuard Fire & Security, Inc.
- J RedGuard Fire & Security is NOT an INSURER: LIQUIDATED DAMAGES: ASSUMPTION OF LIMITED LIABILITY:  
Subscriber agrees that RedGuard Fire & Security is not an insurer; that insurance, if any, shall be obtained by subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the subscriber's property of others located on subscriber's premises. That RedGuard Fire & Security makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the service supplied will avert or prevent occurrence of the consequences there from which the service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein including, but not limited to, installation, maintenance or monitoring service or the failure of the system to properly operate with resulting loss to subscriber because of, among other things:
  - a. The uncertain amount or value of subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;  
The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
  - c. The inability to ascertain what portion, if any, of any loss would be proximately caused by RedGuard Fire & Security failure to perform or by its equipment to operate;  
The nature of the service to be performed by RedGuard Fire & Security and Subscriber further agrees that if RedGuard Fire & Security and should be found liable for loss or damage due to a failure of the installation, maintenance or monitoring service or equipment in any respect whatsoever, RedGuard Fire & Security and liability shall be limited to a sum equal to the total of the annual charges or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that irrespective of cause or origin. Results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this agreement or from negligence, active or otherwise, of RedGuard Fire & Security its agents, servants, assigns or employees.
 If subscriber wishes RedGuard Fire & Security to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, subscriber may obtain from RedGuard Fire & Security a limitation of liability by paying an additional charge to RedGuard Fire & Security. If subscriber elects to exercise this option, a rider shall be attached to this agreement setting forth the terms, conditions and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold RedGuard Fire & Security as an insurer.
- K Customer shall defend, indemnify and hold RedGuard Fire & Security harmless from and against any and all loss, costs, (including attorney fees), claims, damages, liabilities, lawsuits, liens and expenses from equipment, phone line(s), and central station failures, and from loss, costs, (including attorney fees), claims, damages, liabilities, lawsuits, liens and expenses from vandalism, terrorism, acts of God, and/or misuse by Customer.
- L IN NO EVENT WILL REDGUARD FIRE & SECURITY, INC. BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF REDGUARD FIRE & SECURITY, INC. HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGE OF FOR ANY CLAIM AGAINST CUSTOMER OR ITS TENANT(S) BY ANY OTHER PARTY.
- M RedGuard Fire & Security shall perform its service(s) in accordance with the level service selected by the customer. However, RedGuard Fire & Security, shall not be responsible for equipment failure occurring while in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement expressly excludes reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment by others, or repairs or replacements necessitated by corrosion, lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond the control of RedGuard Fire & Security. This Agreement does not cover systems, equipment, components or parts which are below grade or exterior to the building, electrical wiring, piping, system upgrades or replacement of obsolete systems, equipment, components or parts.
- N Where RedGuard Fire & Security, Inc. provides product or equipment of others, RedGuard Fire & Security, Inc. will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, REDGUARD FIRE & SECURITY, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCT, SYSTEMS OR EQUIPMENT SUPPORTED OR SUPPLIED HEREUNDER. REDGUARD FIRE & SECURITY, INC. WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.
- O Customer agrees that if it leases material and/or equipment from RedGuard Fire & Security, Inc. that it will endeavor to maintain said equipment and/or material in good condition and/or as requested by RedGuard Fire & Security, Inc., that it will return said material and/or equipment at the end of the lease term to RedGuard Fire & Security, Inc., and that RedGuard Fire & Security, Inc. may, along with any other available remedy, re-possess the material or equipment should customer fail to make payments pursuant to Article D.
- P This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.
- Q This Agreement may not be assigned by customer without the written consent of RedGuard Fire & Security, Inc.
- R Failure of either party to enforce any remedy granted by this Agreement shall not prevent enforcement at a later date.
- S RedGuard Fire & Security and shall be entitled to recover from customer all legal fees incurred in connection with the enforcement of this Agreement.
- V Liability - It is understood and agreed by and between the parties hereto that if there is any conflict between this contract and buyer's purchase order, or any other document, this contract will govern, whether such purchase or other document is prior to subsequent to this agreement. Legal disagreements are to be governed by the Laws of Michigan county of Wayne.
- W LIMITED WARRANTY - RedGuard Fire & Security hereby warrants that all the material installed is agreed to be as specified and is in accordance with the manufacturer's specifications. In the event that any part shall become defective within the system or in the event that any repairs shall be required, RedGuard Fire & Security hereby agrees to make all repairs and replacements of parts without cost to the buyer for a period of twelve (12) months from the date of original invoice for this installation. RedGuard Fire & Security reserves the option to either replace or repair the product, and reserves the right to substitute materials of equal quality at time of replacement. If buyer shall discover a defect in the products purchased under this agreement, buyer should immediately contact RedGuard Fire & Security service department, in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered. Except as set forth, RedGuard Fire & Security makes no express or implied warranties as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. All implied warranties, including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty. This warranty does not cover any damage to material or equipment caused by accident, misuse, attempted unauthorized repair service, modification or improper installation by anyone other than RedGuard Fire & Security. RedGuard Fire & Security shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by RedGuard Fire & Security shall not be deemed to create an express warranty. That RedGuard Fire & Security does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or service supplied may not be compromised, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that the buyer is not relying on RedGuard Fire & Security skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of the agreement hereof.

Signature: \_\_\_\_\_, Date: \_\_\_\_\_

Phone 734-233-6000 • Fax: 734-233-6010  
45150 Polaris Court • Plymouth, Michigan 48170

**EXHIBIT B**

**PROPERTY**

Entity Name and Address

Entity Name and Address

Entity Name and Address

Entity Name and Address

Entity Name and Address

Entity Name and Address

Entity Name and Address



EXHIBIT D

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**RedGuard Fire & Security, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**45150 Polaris Ct**

6 City, state, and ZIP code  
**Plymouth, MI 48170**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
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OR

Employer identification number

4	6	-	2	2	5	7	5	8	6
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *01/12/2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.