

## VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (this "Agreement") is entered as of 6/30/17, 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: See Exhibit B

Owner: See Exhibit B

Work: See Exhibit A

Contractor: Triangle Fire Protection, Inc.

Contractor Federal I.D. Number: 25-1735589

Contractor's Address: 20 Roadway Drive Carlisle, PA 17015  
Address City, State, Zip Code

Contractor's Telephone Number: (717) 241-9662

Contractor Representative: Dustin Potteiger

Commencement Date: 07/01/2017 Completion Date: 06 / 30 / 2022

**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. Notwithstanding the foregoing, 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 date of termination 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.

**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. Notwithstanding anything contained herein to the contrary, 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. Contractor agrees 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 its obligations under the Contract Documents. Contractor will



instruct its employees, subcontractors, and others performing on its behalf under the Contract Documents to maintain the confidentiality of all 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, subcontractors, 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, subcontractors, or any other person.

G. 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 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 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 Landlord, its agents or employees to the extent of such gross negligence or such 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, 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 the Work. Full lien waivers 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. Contractor shall not create or permit any lien or encumbrance to be filed or recorded against the Property. 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, at its option, arrange for the lien to be discharged, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum 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.

**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 to the parties by registered or certified U.S. mail, return receipt requested and postage prepaid, or by a nationally recognized private overnight mail courier service (such as Federal Express) to the following addresses:



To Owner: **DOC-4520 Union Deposit MOB, LLC**  
c/o Physicians Realty Trust  
309 North Water Street, Suite 500  
Milwaukee, WI 53202  
Attn:

With a copy to:  
**DOC-4520 Union Deposit MOB, LLC**  
c/o Physicians Realty Trust  
309 North Water Street, Suite 500  
Milwaukee, WI 53202  
Attn: Legal Department

To Contractor: See Article 1

If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Either party to this Agreement may change its address for the purposes hereof by giving notice thereof in accordance with this Section.

**17. HIPAA:** Owner and Vendor agree that it is not necessary for Vendor 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. Vendor 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. Vendor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, subvendors, or others performing on its behalf will be exposed to or will disclose PHI. Vendor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, subvendors, or any other person.

**18. Attorney's 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.

**19. 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: **Property Management, Inc.**  
**Box 622**  
**Lemoyne, PA 17043**

**Send all invoices to the Manager.**

**20. 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.



21. Assignment. Contractor shall not assign this Agreement without the prior written consent of Owner.

22. 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 CONTRATOR 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. 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.

K. 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.

L. 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.

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

*[Signatures on Next Page]*

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

OWNER:

DOC-4520 Union Deposit MOB, LLC

By: Physicians Realty LP, its Manager

By: Physicians Realty Trust, its General Partner

By: 

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

Its: David Domres, Vice President 8/21/2017

CONTRACTOR:

Triangle Fire Protection, Inc

By: 

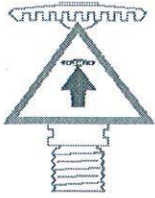
Name: Justin D. Patterger

Title: Vice President



**EXHIBIT A**

**PROPOSAL**



**TRIANGLE**  
**FIRE PROTECTION, INC**

20 Roadway Drive  
Carlisle, PA 17015  
(717) 241-9662  
Fax (717) 241-9672

June 13, 2017

**Fire Sprinkler Inspection**

TO: PMI  
1300 Market Street  
P. O. Box 622  
Lemoyne, PA 17043  
Attn: Robert Grohman  
Email: rgrohman@rentpmi.com

RE: 4520 Union Deposit Road  
*Fire Sprinkler Inspection*  
4520 Union Deposit Road  
Harrisburg, PA 17111

This proposal is to conduct quarterly fire sprinkler inspections at the site referenced above.

**2017 - Scope of work for the fire sprinkler inspection includes:**

- Full flow residual pressure test to verify water supply
- Functional test of all system warning devices including water flow alarm and valve tamper switches
- Exercise of all system control valves
- Appropriate visual inspection of system components and of sprinkler coverage
- Certified testing of the backflow prevention device on the sprinkler system
- Annual dry valve trip test and seasonal draining of low point drains
- Annual test and certification of the antifreeze system
- Thorough report of our finding on code appropriate forms

2017 Annual Total Costs - \$1,260.00

**2018 - Scope of work for the fire sprinkler inspection includes:**

- Full flow residual pressure test to verify water supply
- Functional test of all system warning devices including water flow alarm and valve tamper switches
- Exercise of all system control valves
- Appropriate visual inspection of system components and of sprinkler coverage
- Certified testing of the backflow prevention device on the sprinkler system
- Annual dry valve trip test and seasonal draining of low point drains
- Annual test and certification of the antifreeze system
- Thorough report of our finding on code appropriate forms

2018 Annual Total Costs - \$1,260.00



4520 Union Deposit Road  
*Fire Sprinkler Inspection*  
4520 Union Deposit Road  
Harrisburg, PA 17111  
June 13, 2017

**2019** - Scope of work for the fire sprinkler inspection includes:

- Full flow residual pressure test to verify water supply
- Functional test of all system warning devices including water flow alarm and valve tamper switches
- Exercise of all system control valves
- Appropriate visual inspection of system components and of sprinkler coverage
- Certified testing of the backflow prevention device on the sprinkler system
- Annual dry valve trip test and seasonal draining of low point drains
- Annual test and certification of the antifreeze system
- Thorough report of our finding on code appropriate forms

2019 Annual Total Costs - \$1,340.00

**2020** - Scope of work for the fire sprinkler inspection includes:

- Full flow residual pressure test to verify water supply
- Functional test of all system warning devices including water flow alarm and valve tamper switches
- Exercise of all system control valves
- Appropriate visual inspection of system components and of sprinkler coverage
- Certified testing of the backflow prevention device on the sprinkler system
- Annual dry valve trip test and seasonal draining of low point drains
- Annual test and certification of the antifreeze system
- Thorough report of our finding on code appropriate forms

2020 Annual Total Costs - \$1,340.00

4520 Union Deposit Road  
Fire Sprinkler Inspection  
4520 Union Deposit Road  
Harrisburg, PA 17111  
June 13, 2017

**2021 - Scope of work for the fire sprinkler inspection includes:**

- Full flow residual pressure test to verify water supply
- Functional test of all system warning devices including water flow alarm and valve tamper switches
- Exercise of all system control valves
- Appropriate visual inspection of system components and of sprinkler coverage
- Certified testing of the backflow prevention device on the sprinkler system
- Annual dry valve trip test and seasonal draining of low point drains
- Annual test and certification of the antifreeze system
- 5 year internal pipe investigation
- 5 year gauge verification and/or replacement
- Thorough report of our finding on code appropriate forms

2021 Annual Total Costs - \$4,260.00

Term: The term of this Agreement shall be five (5) years from date hereof, however can be terminated by either party by giving thirty (30) days written notice. Contractor will only be paid for services performed through the termination date.

Domestic backflow prevention devices (if applicable) will be tested on an annual basis while onsite for \$80.00 per device.

This price does not include any deficiency corrections found in the suppression system. We would not proceed unless authorization is given on a time and material basis or contract price agreed on.

Please contact the office should you have any questions after reviewing the above information. If you would like us to proceed with this work, please sign below and return to our office. We look forward to working with you.

Sincerely,



Dustin D. Potteiger  
Vice President (ext. 105)  
Triangle Fire Protection, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name / Date



**EXHIBIT B**

**PROPERTY**

**DOC-4520 Union Deposit MOB, LLC  
4520 Union Deposit Road, Harrisburg PA**

**EXHIBIT C**

## INSURANCE