

CUSTOMER NAME: Bay City Medical Office Building LLC BUILDING NAME: 12672001 - Bay City Medical Office Building LLC BUILDING ADDRESS: 4 Columbus Ave, c o Landmark Healthcare Facilities, BAY CITY, MI, 48708, US CONTACT NAME: Joe Ostroski CONTACT NAME: Joe Ostroski CONTACT FUMAL: Jostroski@landmarkleadership.com CONTACT PHONE: 9895450048 INSPECTION TYPE: Sprinkler FREQUENCY: Quarterly WORK ORDER: 54389422 INSPECTION START DATE: 06/08/2023 INSPECTION END DATE: 06/09/2023 INSPECTOR: Abigail Weiss INSPECTOR LICENSE: AS0147 ACCOUNT NAME: Johnson Controls North America OFFICE ADDRESS: 24755 Halsted Rd Farmington Hills MI 48335 OFFICE PHONE: 2484275049 OFFICE LICENSE: L320376 TIMEZONE: EDT

#### SPRINKLER INSPECTION REPORT

1. BUILD SEMI-ANNUAL SPRINKLER INSPECTION. June 2023. General Inspection Notes

#### **DEVICE DEFICIENCIES**

No device deficiencies in this inspection.

	General	
To be	Answered with the Owner	
1.	Have there been any changes in the occupancy classification, machinery or operations since the last inspection?	No
2.	Have there been any changes or repairs to the fire protection systems since the last inspection?	No
3.	Have you had an internal pipe inspection performed in the last 5 years?	Yes
4.	Date the internal pipe inspection was performed?	03/10/2020
To be	Answered by the Inspector	
1.	Date Backflow Devices Were Tested	06/11/2021
2.	Number Of Water Gauges	9
3.	Are all Tanks, Fire Pumps, and Fire Department Connections Inspected and Tested Per NFPA 25?	Yes
4.	All Systems Restored To Normal	Yes
Wate	r Supplies	
1.	Туре	Pressure Fire Pump and City
Contr	ol Valve Questions	
1.	Are all sprinkler system main control valves and all other valves in the appropriate open or closed position?	Yes
2.	Are all control valves sealed, locked, or supervised, in the appropriate open or closed position?	Yes
Alarm	IS	
1.	Did the supervisory alarms operate during testing?	Yes
Sprin	klers - Piping	
1.	Were All Sprinklers Made After 1920	Yes
2.	Standard Response Sprinklers 50 Years Or Older	No
3.	Is the buildings sprinklers inventory list located within the sprinkler spare head cabinet?	Yes
4.	Are appropriate number of extra sprinklers and sprinkler wrenches available on the premises?	Yes
5.	Type of sprinkler heads	Globe Upright & Pendent



INSPECTION RESULTS SUMMARY										
DEVICE TYPE	INVENTORY COUNT	PASSED	FAILED	CANNOT INSPECT						
Control Valve	17	17	0	0						
Fire Dept. Connection	1	1	0	0						
Gauge	9	9	0	0						
Inspectors Test Valve	3	3	0	0						
Supervisory-Fire Pump Loss of Power	1	1	0	0						
Supervisory-Fire Pump Running Supervisory	1	1	0	0						
Tamper Switch	17	17	0	0						
Water Flow Switch	4	4	0	0						
Main Drain Test	1	1	0	0						
Wet System	4	4	0	0						

			V	NET SYSTEMS					
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT		
1	1st Floor	Fire Pump Room Standpipe (Pump Rm Outside)	Wet System	_	Abigail Grace Weiss	06/08/2023	Passed		
Make &	& Model						6" Open		
What S	Size is This Wet Pipe valve	?					6″		
Hydrau	ydraulic Name Plate Present								
Drains	Leak Tight						Yes		
Gauge	s Reading Normal PSI						Yes		
Record	l The Pressure (PSI) Showi	n On The System Side Pres	sure Gauge.				125		
Inspector Test Opened & Free Of Obstruction / Discoloration									
Date th	ne internal pipe inspectior	n was performed?					03/10/2020		
Date o	f Gauges Replacement						03/10/2020		
2	1st Floor	In Stair A	Wet System	-	Abigail Grace Weiss	06/08/2023	Passed		
Make 8	& Model						3" open		
What S	Size is This Wet Pipe valve	?					3″		
Hydrau	ulic Name Plate Present						No		
Drains	Leak Tight						Yes		
Gauge	s Reading Normal PSI						Yes		
Record The Pressure (PSI) Shown On The System Side Pressure Gauge.									
Inspec	nspector Test Opened & Free Of Obstruction / Discoloration								
Date th	ne internal pipe inspection	n was performed?					03/10/2020		
Date o	f Gauges Replacement						03/10/2020		



	WET SYSTEMS										
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT				
3	2nd Floor	In Stair A	Wet System	_	Abigail Grace Weiss	06/08/2023	Passed				
Make 8	& Model						3" open				
What S	Size is This Wet Pipe valve?	?					3″				
Hydrau	Hydraulic Name Plate Present										
Drains	Leak Tight						Yes				
Gauge	s Reading Normal PSI						Yes				
Record	l The Pressure (PSI) Showr	າ On The System Side Pres	sure Gauge.				120				
Inspec	Inspector Test Opened & Free Of Obstruction / Discoloration										
Date th	Date the internal pipe inspection was performed?										
Date o	f Gauges Replacement						03/10/2020				
4	3rd Floor	Stair A	Wet System	_	Abigail Grace Weiss	06/08/2023	Passed				
Make &	& Model				· · · ·		3" open				
What S	Size is This Wet Pipe valve?	?					3″				
Hydrau	ulic Name Plate Present						Yes				
Record	l The Coverage Area Defin	ed On The Hydraulic Plate					3rd Floor / Standpipe				
Record	l The GPM On The Hydrau	lic Plate					279.4 GPM / 750 GPM				
Drains	Leak Tight						Yes				
Gauge	Gauges Reading Normal PSI										
Record	Record The Pressure (PSI) Shown On The System Side Pressure Gauge.										
Date th	Date the internal pipe inspection was performed?										
Date o	f Gauges Replacement						03/10/2020				

MAIN DRAIN TESTS											
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT				
1	1st Floor	Outside Riser Room	Main Drain Test	_	Abigail Grace Weiss	06/08/2023	Passed				
Test pi	Test pipe located										
Size of	Size of test pipe										
Previou	Previous Main Drain Test Date										
Previous Main Drain Static Pressure											
Previou	us Main Drain Residual Pre	essure					51				
Static s	supply pressure						125				
Residu	al Pressure						50				
Time to	o return to normal system	pressure					11 seconds				
Static s	Static supply pressure after completion of test										
Main D	Main Drain PSI Comparable to previous?										
Main d	lrain opened & free of obs	truction discoloration?					Yes				



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	FIRE DEPARTMENT CONNECTIONS										
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT				
1	1st Floor	Outside Fire Pump Room	Fire Dept. Connection	_	Abigail Grace Weiss	06/08/2023	Passed				
Is FDC	Is FDC Visible / Accessible?										
Are Co	uplings / Swivels / Plugs /	Caps in place?					Yes				
Identif	ication Signs In Place						Yes				
Check	Check Valve Not Leaking / Gaskets In Good Condition / Ball Drip and Clapper in Place and Operating Properly										
FDC Hy	FDC Hydrostatic Test Date										
FDC Ch	eck Valves Internal Inspe	ction Date					03/10/2020				

				GAUGES					
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT		
1	1st Floor	Outside Riser Room by Fire Pump	Gauge	_	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge	· ·					Water		
Gauge	Date						03/10/2020		
2	1st Floor	Outside Riser Room by Fire Pump Control Panel	Gauge	_	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge						Water		
Gauge	Gauge Date								
3	1st Floor	Outside Riser Room by Jockey Pump Control Box	Gauge	_	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge	· ·					Water		
Gauge	Date						03/10/2020		
4	1st Floor	Stair A	Gauge	—	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge	· · ·			· · · · · ·		Water		
Gauge	Date						03/10/2020		
5	2nd Floor	Stair A	Gauge	_	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge						Water		
Gauge	Date						03/10/2020		
6	1st Floor	Stair A	Gauge	-	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge	·					Water		
Gauge	Date						12/31/1969		
7	2nd Floor	Stair A	Gauge	_	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge						Water		
Gauge	Date						03/10/2020		
8	3rd Floor	Stair A	Gauge	-	Abigail Grace Weiss	06/08/2023	Passed		
Туре о	f Gauge						Water		
Gauge	Date						03/10/2020		
9	3rd Floor	Stair A	Gauge	_	Abigail Grace Weiss	06/08/2023	Passed		
Type o	ype of Gauge								
Gauge	Date						03/10/2020		



				CONTROL VAL	VES AGG			
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
1	1st Floor	By Elevator Equipment Rm, In Ceiling	D143	Control Valve	_	Abigail Grace Weiss	06/08/2023	Passed
Type ar	d Size			·				Butterball 1" Milwaukee
Easily A	ccessible?							Yes
Signs?								Yes
Valve in	the Appropriate Oper	n or Closed Position?						Yes
Sealed,	Locked, and/or Super	vised						Supervised
Free fro	m External Leaks?							Yes
2	1st Floor	By Elevator for Shaft, In Ceiling	D147	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Type ar	d Size							Butterball 1" Milwaukee
Easily A	ccessible?							Yes
Signs?								Yes
Valve in	the Appropriate Oper	n or Closed Position?						Yes
Sealed,	Locked, and/or Super	vised						Supervised
Free fro	m External Leaks?							Yes
3	1st Floor	By Stair A In Ceiling	D131	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Type ar	d Size							BTF 4" Victualic
Easily A	ccessible?							Yes
Signs?								Yes
Valve in	the Appropriate Oper	n or Closed Position?						Yes
Sealed,	Locked, and/or Super	vised						Supervised
Free fro	m External Leaks?							Yes
4	1st Floor	By Stair B In Ceiling	D153	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Type ar	d Size							BTF 4" Victualic
Easily A	ccessible?							Yes
Signs?								Yes
Valve in	the Appropriate Oper	n or Closed Position?						Yes
Sealed,	Locked, and/or Super	vised						Supervised
Free fro	m External Leaks?							Yes
5	1st Floor	By Stair C In Ceiling	D158	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Type ar	d Size			•	·			BTF 4" Victualic
Easily A	ccessible?							Yes
Signs?								Yes
Valve in	the Appropriate Oper	or Closed Position?						Yes
Sealed,	Locked, and/or Super	vised						Supervised
Free fro	m External Leaks?							Yes



				CONTROL VAL	VES AGG			
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT
6	1st Floor	Control Valve Jockey pump	D172	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Type a	nd Size	·						Butterball 1.25" Milwaukee
Easily A	Accessible?							Yes
Signs?								Yes
Valve ir	n the Appropriate Oper	n or Closed Position?						Yes
Sealed,	, Locked, and/or Super	vised						Supervised
Free fro	om External Leaks?							Yes
7	1st Floor	Outside Fire Pump Main Riser	D137	Control Valve	_	Abigail Grace Weiss	06/08/2023	Passed
Type a	nd Size							Butterfly 6" Argco
Easily A	Accessible?							Yes
Signs?								Yes
Valve ir	n the Appropriate Oper	n or Closed Position?						Yes
Sealed,	, Locked, and/or Super	vised						Supervised
Free fro	om External Leaks?							Yes
8	1st Floor	Outside Riser Room City (After Backflow)	D135	Control Valve	_	Abigail Grace Weiss	06/08/2023	Passed
Type a	nd Size							OSY 6" Apollo
Easily A	Accessible?							Yes
Signs?								Yes
Valve ir	n the Appropriate Oper	n or Closed Position?						Yes
Sealed,	, Locked, and/or Super	vised						Supervised
Free fro	om External Leaks?							Yes
9	1st Floor	Outside Riser Room City Connection (Before Backflow)	D171	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Type a	nd Size							OSY 6" Apollo
Easily A	Accessible?							Yes
Signs?								Yes
Valve ir	n the Appropriate Oper	n or Closed Position?						Yes
Sealed,	, Locked, and/or Super	vised						Supervised
Free fro	om External Leaks?							Yes
10	1st Floor	Outside Riser Room Left Bypass (After Check Valve)	D132	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed
Туре а	nd Size							Butterfly 6" Argco
Easily A	Accessible?							Yes
Signs?								Yes
Valve ir	n the Appropriate Oper	n or Closed Position?						Yes
Sealed,	, Locked, and/or Super	vised						Supervised
Free fro	om External Leaks?							Yes



				CONTROL VAL	VES AGG				
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT	
11	1st Floor	Outside Riser Room Pump Inlet	D134	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed	
Type ar	nd Size				1			OSY 6" Fivalco	
Easily A	ccessible?							Yes	
Signs?								Yes	
Valve in	the Appropriate Oper	n or Closed Position?						Yes	
Sealed,	Locked, and/or Superv	vised						Supervised	
Free fro	om External Leaks?							Yes	
12	1st Floor	Outside Riser Room Pump Outlet	D138	Control Valve	_	Abigail Grace Weiss	06/08/2023	Passed	
Type ar	nd Size							Butterfly 6" Argco	
Easily A	Easily Accessible?								
Signs?								Yes	
Valve in	the Appropriate Oper	n or Closed Position?						Yes	
Sealed,	Locked, and/or Superv	vised						Supervised	
Free from External Leaks?									
13	1st Floor	Outside Riser Room Right Bypass (Before Check Valve)	D133	Control Valve	_	Abigail Grace Weiss	06/08/2023	Passed	
Type ar	nd Size	•		•				Butterfly 6" Argco	
Easily A	ccessible?							Yes	
Signs?								Yes	
Valve in	the Appropriate Oper	n or Closed Position?						Yes	
Sealed,	Locked, and/or Super	vised						Supervised	
Free fro	om External Leaks?							Yes	
14	1st Floor	Outside Riser Room Test header	D139	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed	
Type ar	nd Size							Butterfly 6" Argco	
Easily A	ccessible?							Yes	
Signs?								Yes	
Valve in	the Appropriate Oper	n or Closed Position?						Yes	
Sealed,	Locked, and/or Superv	vised						Supervised	
Free fro	om External Leaks?							Yes	
15	3rd Floor	Stairwell A	D177	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed	
Type and Size									
Easily Accessible?									
Signs?								Yes	
Valve in the Appropriate Open or Closed Position?									
Sealed,	Sealed, Locked, and/or Supervised								
Free fro	om External Leaks?							Yes	



				CONTROL VAL	VES AGG				
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT	
16	2nd Floor	Stairwell A	D163	Control Valve	-	Abigail Grace Weiss	06/08/2023	Passed	
Type ar	nd Size							BTF 3" Victualic	
Easily A	ccessible?							Yes	
Signs?	Signs?								
Valve in the Appropriate Open or Closed Position?									
Sealed, Locked, and/or Supervised									
Free fro	om External Leaks?							Yes	
17	1st Floor	Stairwell A	D131	Control Valve	—	Abigail Grace Weiss	06/08/2023	Passed	
Type ar	nd Size							BTF 3" Victualic	
Easily A	ccessible?							Yes	
Signs?								Yes	
Valve ir	Valve in the Appropriate Open or Closed Position?								
Sealed,	Locked, and/or Superv	vised						Supervised	
Free fro	om External Leaks?							Yes	

	INSPECTOR'S TEST VALVE											
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT					
1	1st Floor	Stairwell A	Inspectors Test Valve	_	Abigail Grace Weiss	06/08/2023	Passed					
2	2nd Floor	Stairwell A	Inspectors Test Valve	—	Abigail Grace Weiss	06/08/2023	Passed					
3	3rd Floor	Stairwell A	Inspectors Test Valve	—	Abigail Grace Weiss	06/08/2023	Passed					

WATER FLOW SWITCHES								
# LOCATION DESCRIPTION ADDRESS DEVICE TYPE BARCODE INSPECTOR DATE OF TEST								RESULT
1	1st Floor	Fire Pump Room (Main)	D136	Water Flow Switch	_	Abigail Grace Weiss	06/08/2023	Passed
Time [	Delay (in seconds)							90
Open	test connection/bypass	. Did water flow activate	e the alarm?					Yes
2	2 1st Floor Stairwell A D130 Water Flow Switch — Abigail Grace Weiss 06/08/2023						Passed	
Time Delay (in seconds)								90
Open	test connection/bypass	. Did water flow activate	e the alarm?					Yes
3 2nd Floor Stairwell A D162 Water Flow Switch — Abigail Grace Weiss 06/08/2023						Passed		
Time Delay (in seconds)							90	
Open test connection/bypass. Did water flow activate the alarm?							Yes	
4	3rd Floor	Stairwell A	D176	Water Flow Switch	_	Abigail Grace Weiss	06/08/2023	Passed
Time Delay (in seconds)							40	
Open test connection/bypass. Did water flow activate the alarm?							Yes	

	TAMPER SWITCHES								
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT	
1	1st Floor	By Elevator Shaft Valve In Ceiling	D147	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed	



Customer: Bay City Medical Office Building LLC
Building: 12672001 - Bay City Medical Office Building LLC
Address: 4 Columbus Ave, c o Landmark Healthcare Facilities, BAY CITY, MI, 48708, US

				Devices	5					
TAMPER SWITCHES										
#	LOCATION	DESCRIPTION	ADDRESS	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT		
2	1st Floor	By Stair A In Ceiling	D131	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
3	1st Floor	By Stair B In Ceiling	D153	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
4	1st Floor	By Stair C In Ceiling	D158	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
5	1st Floor	Fire Pump Rm BTF Jockey Pump Valve	D172	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
6	1st Floor	Fire Pump Rm BTF Main Riser	D137	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
7	1st Floor	Fire Pump Rm BTF Pump Bypass Left	D132	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
8	1st Floor	Fire Pump Rm BTF Pump Bypass Right	D133	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
9	1st Floor	Fire Pump Rm BTF Pump Outlet	D138	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
10	1st Floor	Fire Pump Rm BTF Pump Test Header NC	D139	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
Notes:	Visual Only	· · · · ·								
11	1st Floor	Fire Pump Room (After Backflow)	D135	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
12	1st Floor	Fire Pump Room OS&Y (Before Backflow)	D171	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
13	1st Floor	Fire Pump Room OS&Y Pump Inlet	D134	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
14	1st Floor	Outside Of Elevator Equip Room Valve In Ceiling	D143	Tamper Switch		Abigail Grace Weiss	06/08/2023	Passed		
15	2nd Floor	Stairwell A	D163	Tamper Switch	-	Abigail Grace Weiss	06/08/2023	Passed		
16	1st Floor	Stairwell A	D131	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		
17	3rd Floor	Stairwell A	D177	Tamper Switch	_	Abigail Grace Weiss	06/08/2023	Passed		

	SUPERVISORY POINTS								
#	LOCATION	DESCRIPTION	DEVICE TYPE	BARCODE	INSPECTOR	DATE OF TEST	RESULT		
1	1st Floor	Fire Pump Rm (Outside) D140	Supervisory-Fire Pump Running Supervisory	_	Abigail Grace Weiss	06/08/2023	Passed		
Quarterly Visual Inspection - Is this Supervisory Device free of damage with its electrical connections secure?							Yes		
2	1st Floor	Fire Pump Rm (Outside) D141	Supervisory-Fire Pump Loss of Power	_	Abigail Grace Weiss	06/08/2023	Passed		
Quarterly Visual Inspection - Is this Supervisory Device free of damage with its electrical connections secure?							Yes		



Customer: Bay City Medical Office Building LLC Building: 12672001 - Bay City Medical Office Building LLC Address: 4 Columbus Ave, c o Landmark Healthcare Facilities, BAY CITY, MI, 48708, US

Inspector Signature	Abigal Ulier	Inspector Name	Abigail Weiss	Date	06/09/2023	
Signature of the Facilities		Printed name of the Facilities	Joe Ostroski	Date	06/09/2023	



# Terms And Conditions

- 1. Limitation of Liability; Limitations Of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert.<br/>br />It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
- 2. Limited Warranty. COMPANY 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. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY 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 PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.
- 3. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this agreement, including but not limited to the Services under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.
- 4. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this agreement, to the best of Customer's knowledge there is no:
  - a. "permit confined space," as defined by OSHA, or space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of a risk of infectious disease
  - b. need for air monitoring, respiratory protection, or other medical risk
  - c. asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building
  - d. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such conditions shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.
- 5. Equipment Disconnections. This represents Company's notice to you that the system(s)/device(s) listed on the face of this agreement as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report
- 6. General. Unless otherwise specified, work shall be performed during company's regular business hours,, exclusive of Saturdays, Sundays and Company holidays. All work is subject to review and rebilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.



Sprinkler-Quarterly Customer: Bay City Medical Office Building LLC Building: 12672001 - Bay City Medical Office Building LLC Address: 4 Columbus Ave, c o Landmark Healthcare Facilities, BAY CITY, MI, 48708, US

DEVICE NOTE IMAGE APPENDICES



### **BUILDING NOTES IMAGES APPENDIX**

Notes: