

SERVICE AGREEMENT

Owner: _____ Address: _____ Phone: <u>248-476-3700</u> Fax: <u>248-476-3650</u> <p style="text-align: center;"><u>"Owner"</u></p>	Contractor: _____ Address: _____ Phone: _____ Contact: _____ <p style="text-align: center;"><u>"Contractor"</u></p>
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Manager: Thomas Duke Company
Address: _____
37000 Grand River, Suite 360
Farmington Hills, MI 48335
Phone: 248-476-3700
Fax: 248-476-3650

"Agent"

Property: _____
Address: _____

"Building" or "Property"

DESCRIPTION OF SERVICES: ALL INCLUSIVE SNOW AND ICE MELT SERVICE 2015/2016, as more particularly described in the attached Exhibit A.

DRAWINGS ATTACHED	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A	IF YES, DATED
SPECIFICATIONS ATTACHED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	IF YES, DATED
SITE RULES ATTACHED	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A	IF YES, TITLED AS SITE RULES
SCHEDULE ATTACHED	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A	IF YES, TITLED AS <u>EXHIBIT C</u>

THIS SERVICE AGREEMENT ("Agreement") is entered into this September 18, 2016 by and between Owner by and through its Agent and Contractor.

NOW THEREFORE, the parties agree as follows:

TERM: The term of this Agreement shall commence upon the date of the latest signature to this agreement and shall end no later than April 30, 2016, subject to the provisions contained in this Agreement.

DEFINITIONS: As used throughout this Agreement, the following definitions apply unless otherwise specifically stated:

"Indemnified Parties" means (i) Owner, its constituent partners, shareholders and/or other direct or indirect equity owner or owners, and all officers, directors, employees, agents and representatives of any of the foregoing, (ii) the property manager, its constituent partners, shareholders and/or other direct or indirect equity owners of the property manager, and all officers, directors, employees, agents and representatives of any of the foregoing and (iii) Owner's asset manager/advisor, its constituent partners, shareholders and/or other direct or indirect equity owners of the property manager, and all officers, directors, employees, agents and representatives of any of the foregoing. Any one of the foregoing is an "Indemnified Party."

"Services" means those services set forth above on Exhibit A and any effort specifically required thereby and by this Agreement such as design, engineering, maintenance, repair, construction, installation, or consulting or professional services.

PRICE: In consideration for the Services to be provided by Contractor, Agent, on behalf of Owner, agrees to pay Contractor \$XXXXXX.00, payable in monthly installments (the "Price") in accordance with Exhibit B attached hereto. The Price set forth above includes F.O.B. delivery to building for all materials required to complete the Services (including without limitation all packing, loading or freight), all applicable federal, state and local taxes (including without limitation sales and use taxes) and all supervision, permit fees, overhead, labor, profit tools, equipment, supplies, insurance and other materials or services, unless specifically stated otherwise on this Agreement. All freight shipments must be prepaid by the Contractor.

SCHEDULE: Contractor shall perform the Services pursuant to the schedule ("Schedule") and/or term ("Term") shown on page 1 of this Agreement, or, if applicable, pursuant to the schedule attached hereto as Exhibit C. Time is of the essence with respect to this Agreement, and Contractor shall not deviate from the Schedule without Owner's prior written consent. If at any time, the Owner shall consider that proper progress is not being made, the Owner, upon three day's written notice, shall have the right to employ proper and sufficient men and material to proceed with the work, and charge all costs incurred in this connection to the account of the Contractor, in the meantime, stopping any further payments until the work is completed. Contractor shall indemnify Owner for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor's reasonable control.

DELIVERY: On all deliveries of materials provided in connection with the Services, freight shall be prepaid by Contractor and risk of loss shall pass at the delivery point at the Project, or as otherwise designated by Owner. If the risk of loss passes at the shipping point and if Contractor fails to ship in the manner or route directed by Owner, Contractor shall reimburse Owner for any loss resulting therefrom.

STANDARDS FOR PERFORMANCE; SERVICE WARRANTY: Contractor agrees to perform the Services to the satisfaction of Owner, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of construction and safety, Owner's specifications and drawings, and the rules and regulations for the Project (the "Site ") as may be promulgated by Owner from time to time. By its execution of this Agreement, Contractor acknowledges receipt of a copy of the Site Rules. Contractor shall permit and facilitate inspection of the Services by Owner and its representatives (including, but not limited to, Agent) and public authorities at all times. Failure of Agent or Owner during the term of this Agreement to discover or reject unacceptable Services, or Services not performed in accordance with this Agreement, shall not be deemed an acceptance thereof nor a waiver of Agent's and Owner's right to the proper execution of the Services or any part thereof by Contractor. Contractor unconditionally guarantees all materials, equipment and labor provided under this Agreement for one (1) year after date of final payment to Contractor hereunder or the date of final acceptance of the Services, whichever date is later and shall repair or replace within said period, at its sole cost and expense, any labor, materials or equipment provided or furnished under this Agreement that is damaged, defective or not satisfactory to Owner. Any repairs or replacements that Contractor is required to make pursuant to this provision shall be prosecuted to completion by Contractor even if such repairs or replacements may not commence or be completed until after the expiration of the guaranty period. Contractor shall commence the corrective work within five (5) days of its receipt of written notice from Agent or Owner and shall diligently prosecute such corrective action to completion to the satisfaction of Owner. If Contractor fails to commence the corrective work within the aforesaid time or fails to prosecute such corrective work with diligence thereafter or if Agent or Owner determines that an emergency exists which requires more immediate action than Contractor is able to provide, Agent or Owner, without notice to Contractor, may perform or cause to be performed such repairs or replacements that Contractor is required to make pursuant to this provision, in which event Contractor shall compensate Owner for the cost thereof. Owner may, in addition to exercising all other legal and equitable remedies it may have, (1) deduct from any payment due or thereafter to become due to Contractor under this Agreement, the amount of damage, cost or expense caused by said failure by the Contractor. The obligations of Contractor to make repairs or replacements under this provision shall not be satisfied, unless the Owner so elects, by the payment of money to the Owner. The foregoing guarantee is in addition and supplementary to any other guarantee which may be provided by Contractor. Warranties and guarantees issued by manufacturers of materials or equipment furnished by Contractor under this Agreement shall not in any way serve to limit the obligations of Contractor under this provision. Notwithstanding the foregoing sentence, any such warranties or guaranties shall inure to the benefit of Agent and Owner, their successors and assigns. Nothing herein shall limit the remedies available to Owner at law or in equity.

NON-INTERFERENCE: Contractor shall perform the Services so as not to unreasonably interfere with Agent's or Owner's operation of the Property, the business operations of any occupant of the Property or any other contractor or vendor working at the Property.

CONTRACTOR SUPERVISION AND RESPONSIBILITY: The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures, and for coordinating all portions of the Services under this Agreement, unless this Agreement elsewhere gives other specific instructions concerning these matters. If the Agreement gives specific instructions concerning means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner that such means, methods, techniques, sequences or procedures may not be safe. The Contractor shall enforce strict discipline and good order among the Contractor's employees, subcontractors and other persons carrying out the Agreement. The Contractor shall maintain and enforce a code of conduct and shall not permit any employee to or subcontractor or other person carrying out the agreement to (i) possess or use any weapon on the Property, or (ii) use, possess or be under the influence of alcohol or any illegal or unauthorized substance. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Those who prove unsatisfactory to the Owner shall be promptly replaced by the Contractor. Contractor shall be solely responsible for all its employees', agents' and subcontractors' supervision, daily direction and control, payment of salary, wages, and other forms of compensation and benefits (including, withholding any payment of all applicable taxes, insurance and all other benefits). All contracts entered into by Contractor with any subcontractors shall require the subcontractors to be responsible for the acts and omissions of their agents and employees and compliance with the provisions of this Agreement to the extent applicable to the subcontractor's portion of the Services. Personnel supplied by Contractor or any subcontractor will be deemed employees of Contractor or the subcontractor, as the case may be, and will not for any purpose be considered employees or agents of Agent or Owner. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, national origin, veteran status, uniform member status or other classification protected by applicable laws. Contractor shall comply with all equal employment opportunity and other workplace laws including, but not limited to, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Title VII, Age Discrimination in Employment Act, Immigration Reform and Control Act of 1986, and all applicable wage, employment and non-discrimination federal, state and local laws and regulations (collectively "Laws"). To the maximum extent permitted by law, Contractor shall hold harmless, defend and indemnify Owner and Agent from any and all claims, losses, damages, fines, causes of action, suits and liability of every kind, including court costs and reasonable attorney's fees, arising out of Contractor's failure or alleged failure to comply with Laws. This provision shall survive the expiration, termination or cancellation of this Agreement

COMPLIANCE WITH LAW: Contractor agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.

INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Contractor (ON BEHALF OF ITSELF AND ANY SUBCONTRACTORS) AGREES TO FULLY INDEMNIFY, SAVE HARMLESS AND DEFEND THE INDEMNIFIED PARTIES from and against any and all claims, losses, damages, fines, causes of action, suits and liability of every kind including court costs and ATTORNEYS' fees for injury to or death of any person, for damage to any property, for loss of business, for the infringement of any proprietary right of any third party, for consequential damages and all other damages (COLLECTIVELY, "DAMAGES") arising out of or in connection with this Agreement (expressly excluding, however, damages caused by Owner's own negligence) or the Services provided pursuant to this Agreement. The provisions of this Paragraph shall survive the completion or earlier termination of this Agreement.

INSURANCE: At all times during the term of this Agreement and during Contractor's performance hereunder, Contractor, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth on Exhibit D attached hereto. All policies must be written on an occurrence basis. Claims made policies are not acceptable. The requirement of specific limits of liability insurance coverage is not intended to limit the contractual or tort liability of the subcontractor. Contractor shall deliver certificates of insurance to Owner prior to commencement of work. The liability policies should name Owner as certificate holder and additional insured and shall name the Owner, Agent and the Owner's asset manager, where applicable and as directed by Owner, as an additional insureds. All insurance (i) shall provide that the same may not be cancelled or modified without 30 days prior written notice to Owner and Agent by certified mail and (ii) shall be written with companies meeting the requirements specified on Exhibit D. In the event Contractor fails to carry the insurance specified hereunder, Owner may obtain such insurance and charge it to Contractor, who shall immediately reimburse Owner therefor. Contractor agrees that the provisions set forth in this paragraph shall be imposed upon, assumed and performed by each of its sub-vendors, sub-sub-vendors, sub-contractors and sub-sub-contractors. In the event Contractor is not statutorily required by the law of the State where the Property is located to maintain workers compensation insurance, Contractor agrees to indemnify the Indemnified Parties for all liability that would have otherwise been

covered by workers compensation insurance and Contractor shall ensure that all of its employees providing services or coming onto the Property, are covered by a health insurance policy that does not exclude coverage for work-related illness or injury.

DEFAULT: Upon any material default by Contractor hereunder, including any material failure by Contractor to comply with the Building and Regulations, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Agreement without penalty or liability by written notice to Contractor. Contractor shall be liable to Owner for all expenses incurred by Owner in finishing any portion of the Services not completed due to such termination. Contractor's obligations under this Paragraph shall survive any termination of this Agreement.

LIMITATION OF LIABILITY: Notwithstanding any other provision in this Agreement to the contrary, Contractor specifically agrees to look solely to the Owner's interest in the Project for the payment or performance of any of Owner's obligations hereunder, and Owner, its partners, shareholders and other direct or indirect equity owners of Owner, shall never be personally liable for such payment or performance. In the event this contract is executed by Agent, Contractor acknowledges and agrees that Agent is executing this Contract "as agent for Owner" in its capacity as managing agent of the Property for Owner and that Agent shall have no liability or obligation to Contractor under this Agreement.

WAIVER: Any failure of Owner to enforce at any time or for any period of time, any of the provisions of this Agreement or the strict performance thereof shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision. No waiver by Agent or Owner of any covenant, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by Agent or Owner, as the case may be.

ENTIRE AGREEMENT; MODIFICATIONS: This Agreement supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Agreement shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner. If such changes result in a decrease or increase in Contractor's cost or in performance time, an adjustment to the Price and Schedule must be made and agreed upon in writing by both Owner and Contractor.

ATTACHMENTS: Any document referenced on the first page of this Agreement and attached as Exhibit A hereto shall be for the sole purpose of providing a description of the Services. Any quote referenced on the first page of this Agreement and attached as Exhibit B hereto shall be for the sole purpose of indicating the Price. All other terms and provisions of such documents shall be null and void.

APPLICABLE LAW; WAIVER OF JURY TRIAL; PREVAILING PARTY: The validity, interpretation, and performance of this Agreement shall be governed by the laws of the state in which the Property is located, in force at the date of this Agreement. The parties hereto shall and they hereby do waive, where permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other in any matters whatsoever arising out of, or in any way connected with, this Agreement. In any action or proceeding commenced by any party against the other party in connection with this Agreement, the losing party, whether by final judgment or out-of-court settlement, shall reimburse the prevailing party for all costs, disbursements and reasonable attorneys' fees incurred by the prevailing party in prosecuting or defending said action or proceeding, including, without limitation, fees and costs with regard to post-judgment motions, contempt proceedings, garnishment levy and debtor and third-party examinations, discovery and bankruptcy litigation.

MECHANIC'S LIENS: Contractor agrees that if any mechanic's lien is filed against the Property for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to any of the provisions of this Agreement, then within ten (10) days after the filing of such lien, Contractor shall, at Contractor's expense, (i) cause such mechanic's lien to be discharged or (ii) bond over such lien in accordance with applicable law. If Contractor fails to obtain a discharge or bond over such lien as aforesaid, Owner may, without waiving its rights based on such breach by Contractor or releasing Contractor from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Contractor immediately and without notice or demand, with interest from the date paid by

Owner through the date paid by Contractor, at the highest rate permitted by law. Contractor shall indemnify and hold Owner harmless for all expenses incurred by Owner as a result of the failure of Contractor to fulfill its obligations under this Paragraph.

MAINTENANCE OF RECORDS FOR TIME AND MATERIALS CONTRACTS: Contractor shall maintain written records in accordance with generally accepted accounting procedures showing in detail all costs which it incurs and payments which it receives in the performance of this Agreement. Such records shall include, but shall not be limited to, payroll records, job cards, attendance cards and job summaries and shall be subject to audit and inspection by Agent, Owner and their respective agents and representatives during the term of this Agreement and for seven (7) years after its expiration or earlier termination, unless a longer period is required by law. Should the audit reveal errors in record keeping, Contractor shall immediately correct same, promptly inform Agent and Owner in writing of the action taken to correct such errors, and refund to owner any excess charges previously paid by Owner. Audits conducted by Agent or Owner, or their designees shall be an expense of Agent or Owner, provided, however, that if any such audit reveals that the aggregate expenses with respect to the Services are at least five percent (5%) less than indicated by the books and records maintained by Contractor, then Contractor shall promptly reimburse Agent and/or Owner for the cost of the audit. The right of Agent and/or Owner to audit the books and records maintained by Contractor shall survive the expiration or termination of this Agreement. Contractor agrees that if work and materials to be furnished by Contractor hereunder are for a building in which an office of the United States of America as a tenant is located, and if this Agreement is for an amount exceeding \$2,500, Contractor shall permit the Controller General of the United States or any of his or her duly authorized representatives to have access to, and the right to examine any directly pertinent books, documents, papers and records pertaining to this Agreement until the expiration of three (3) years after final payment of any monies has been made pursuant to the provisions of this Agreement.

PERMITS: Before commencing performance hereunder, Contractor shall obtain all permits, approvals, certificates and licenses required by applicable law for the proper performance of this Agreement and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Contractor. Contractor, at Contractor's expense, shall at all times, comply with the terms and conditions of each such license, permit and authorization and shall notify Agent immediately should any such license, permit or authorization no longer be in effect or in good standing.

SEVERABILITY: If in any instance any provision of this Agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.

ASSIGNMENT: This Agreement shall not be assigned or transferred by Contractor without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. The transfer of a majority interest of the voting stock, membership interests or general partnership interests in Contractor shall be deemed an assignment of this Agreement by Contractor. Owner may assign this Agreement to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Agreement.

SUBCONTRACTING: Contractor shall not subcontract this Agreement without the prior written consent of Owner. Every subcontract must provide that the same is subject to all of the covenants, terms, provisions and conditions of this Agreement and must provide that in the event of termination or cancellation of this Agreement for any reason whatsoever, prior to the expiration of such subcontract, the subcontract will automatically terminate on the same date this Agreement is terminated or canceled.

RELATIONSHIP: The relationship between Owner and Contractor shall be that of independent contractor, and Contractor, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner or Agent. Contractor agrees that neither Owner or Agent shall not be responsible for job-site safety.

NOTICES: Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand, mailed by first-class certified mail or sent by nationally recognized overnight courier service addressed to the parties hereto as indicated above and shall be deemed given on the date hand

delivered, three (3) days after mailing if mailed by USPS, or one business day after deposit with a nationally recognized courier service.

TERMINATION: Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Agreement for any cause whatsoever upon 30 days prior written notice to Contractor and, in such event, Owner shall only be responsible for the payment for Services rendered prior to the effective date of said termination. If a receiver, liquidator or trustee for Contractor shall be appointed by court order; or a petition shall be filed against Contractor under any bankruptcy, reorganization or insolvency law; or Contractor shall file a petition in voluntary bankruptcy or shall request reorganization under any provision of voluntary bankruptcy, reorganization or insolvency laws; or if Contractor shall make an assignment for the benefit of creditors, then this entire Agreement shall immediately terminate upon the happening of any such event.

RELEASE OF INFORMATION: Contractor agrees to keep confidential and not to disclose to others or to use in any way confidential business or technical information that Owner may have disclosed in connection with the negotiation or performance of this Agreement or that Contractor may be exposed to as a result of entering the Project to perform Services hereunder. Contractor shall have no right to use either Agent's or Owner's trademark or trade name, the Property or any image thereof or to refer to this Agreement or the Services performed hereunder directly or indirectly in connection with any product, promotion, advertisement or publication, or the like. This provision shall survive the expiration, termination or cancellation of this Agreement.

Owner:
By: Thomas Duke Company, Its Managing Agent

Contractor:
By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Exhibit A
Scope of Work**

2015-2016 SNOW REMOVAL SERVICE DESCRIPTION

The Scope of Services outlined below should be referred to as a guide rather than a limit of duties or obligations, as the intent of this Agreement is to provide a comprehensive Snow Removal/De-Icing Services as herein described.

I. GENERAL REQUIREMENTS

Maintenance of this location shall include snow removal and de-icing of the entire site, which includes parking lots, driveways, roadways, receiving dock area, circle drive, porches, and public and private sidewalks.

Snow plowing is to commence within a reasonable time after the accumulation reaches a minimum of 1.5" snow depth. Salt applications will be applied to areas snow covered or cleared as mentioned above, however calcium chloride will be applied on all public and private sidewalks and entrances. De-icing service is generally an accepted practice to minimize icing condition. De-icing service will begin upon snow/ice dusting.

A. **Intent:** It is the intent of Thomas Duke Company, hereinafter named as Manager, to execute a contract between the Owner and a Snow Removal and De-Icing Contractor capable of maintaining the specified property in a manner complementing a first class property management operation for the 2015 – 2016 snow season (November 1 – March 31st). Therefore, it is vital that such a service be performed in a professional manner consistent with the highest Snow Removal and De-Icing industry standards.

B. **Penalty Charges:** Penalty charges shall be deducted directly from monthly invoice payments. Penalty charges shall include, but not be limited to:

1. **Non-response to emergency call-out.** Contractor must respond within two (2) hours of original contact by Manager.
2. **Damage of property due to Contractor negligence.**

C. **Protection of Property during Inclement Weather:** During periods of storms, the Contractor will provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to the Manager's representative immediately. If remedial work is requested beyond the scope of this agreement, it shall be paid for as extra work.

D. **Protection of Existing Facilities and Structures:** Contractor shall exercise due care in protecting from damage all existing facilities, structures and utilities, both above surface and underground, on the Owner's property. Any damage to Owner's property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the Owner. If the Manager's representative requests or directs the Contractor to perform work in a given area, it will be the Manager's responsibility to verify and locate any underground systems, e.g., utility lines. This does not release the Contractor of the responsibility for taking reasonable precautions when working in these areas. Any damage or problem shall be reported immediately to the Manager's representative.

E. **Owner Liaison:** Contractor shall meet with Manager's representative as needed for the purpose of communicating any problems or levels of service. Contractor shall provide Manager's representative, at no additional charge, with reports, if requested. These reports may include such information as:

1. **Reports of work performed or planned**
2. **Written cost estimates for remedial or additional work**

F. **Substitutions:** Whenever a specific type of material is specified, no substitutions shall be allowed without prior written consent of Manager's representative.

G. Extra Work: In the event the Contractor is requested and agrees to perform work above that which is specified under this contract, the following procedure will govern such extra work:

- a. Work will be executed under a time and material basis or an agreed upon lump-sum price, depending on the nature of the work.
- b. Upon receipt of written estimate, the Manager's representative will authorize the extra work to be performed. Extra work over \$300.00 must have a separate purchase order prior to commencement of work.
- c. Extra work will be cost itemized showing material and labor costs on a separate monthly billing. A site map must be included where said work was completed.

Note: This agreement does not grant Contractor exclusive right to said extra work.

H. Snow Depths: Snow depths shall be determined by the official report of the National Bureau and Local Weather Service, and/or on site measurements by Manager and/or Contractor.

I. Site Access: Manager shall provide access to the subject premises at all times and the Contractor shall not be responsible for failure to perform plowing/de-icing services when access is denied or unavailable. Furthermore, Contractor shall not be responsible for any delay in rendering services occasioned by the Manager's failure to grant access to the designated area of premises. It is also the duty of the Manager to clear the designated area of all movable obstacles including, but not limited to; automobiles, trailers, trash dumpsters, etc. Contractor shall use reasonable care when plowing or salting around any obstacles left in place. Contractor shall be held harmless for any damage resulting to or from such obstacles unless the damage shall result from grossly negligent or intentional conduct of Contractor, its employees, or agents.

Additional/Optional Work

Any additional or optional work requested and approved will require written approval prior to the work to be performed.

II. GENERAL SPECIFICATIONS FOR SNOW REMOVAL

A. LOT PLOWING

All paved parking lot areas and truckwells or loading areas and entrance shall be plowed in the event of any snow accumulation at the subject property in excess of 1.5". In the summary above, provide prices for plowing 1.5"+. All areas will be plowed by 7:00 AM on overnight snowfalls. In addition to the areas described above the following areas are to be included:

- All ramps, including ramps for those with disabilities
 - All parking facilities
- All sidewalks (public and private) including sidewalks appurtenant to the building
 - All parking lot entrances and exits
 - All porches

No snow is to be pushed against the side of the building. Snow will be pushed to areas as specified in Exhibit "A". Contractor understands that it is the intent of this Agreement to have services performed in such a manner and at such times as reasonably deemed necessary so that the general public will have safe access to the Properties and its facilities and services 24 hours a day, seven (7) days a week.

B. SALTING

Salting of parking lots, calcium chloride at entrances and sidewalks are to be performed in the event of any of any ice/melting or freezing snow or accumulations of snow at the subject property over 1". Notwithstanding the forgoing, a minimum of one shovel full of salt shall be applied around each catch basin to insure proper drainage. **NOTE:** Salt is to

be used on parking lots and calcium chloride is to be used on sidewalks, walkways, stairs and all other concrete areas. If a substitution is to be used for any reason prior approval must be obtained from the Property Manager.

C. SIDEWALK AND ENTRANCE CLEARING

All sidewalks and entrances must be cleared and ready by 7:00 AM. Sidewalks and entrance areas shall be shoveled and remain ice-free. No heavy machinery shall be on concrete areas. The contractor shall maintain a bare pavement policy on all areas.

D. SNOW HAULING

A front-end loader shall be provided to haul away unusual accumulations of snow from one (1) snow day or a number of snow days.

E. ADDITIONAL SERVICES

Any additional services not included in the above articles shall only be performed with prior approval in writing from the authorized Thomas Duke Company Property Manager.

G. EQUIPMENT

The Contractor shall use equipment of a quality and type that will properly perform the services required hereunder. Contractor shall supply a list of the number, type and year of the snow removal equipment Contractor owns. In the case of equipment breakdown, contractor will be responsible to obtain alternative equipment to perform duties. At minimum the contractor should have the following available at all times for use on the property:

- Front End Loader with 2 or 3 yard bucket
 - Dump truck 5 yard or larger
 - Pick up trucks with plows
 - Salt spreader with adjustable feed
 - Experienced staff at all times to operate the above mentioned equipment
- Contractor shall assign a site supervisor and supply phone numbers, pager numbers and cell phone numbers in case of an emergency.

H. DAMAGE

Marking of parking island, manholes, shrubs, fencing, rails and/or curbing in all areas prior to the first snowfall are Contractor's responsibility. Any damage thereof is the Contractors responsibility. Also, fireplugs are to be identified and any shrubbery and/or landscaping which is perishable must be protected by Contractor. Care must be exercised when salting parking lots. Contractor acknowledges and agrees that it is responsible for any damages to the Property caused by Contractor in performing the services hereunder. Such cost may include, but limited to replacing, replanting or resetting as the case may be, of bumper blocks, light posts, sign curbs, lawns, sprinkler heads and other such personal property. Further, Contractor shall be liable to Lakeview Plaza, LLC. for any direct, indirect, special or consequential damages arising from its or its employees or agent's negligence, willful misconduct or fraudulent acts or omissions. If Contractor does not repair within thirty (30) days of notice of such damages, Lakeview Plaza, LLC.

**Exhibit B
Pricing**

In consideration for the Services to be provided by Contractor, Agent, on behalf of Owner, agrees to pay contractor \$XXXXXX.00, in monthly installments (“Price”). This cost shall be paid in through the invoice processing procedure noted above.

Payments shall be made in five equal monthly installments of \$XXXX0 commencing in November 2015 upon receipt of an invoice.

**Exhibit C
Schedule**

Based on snow and ice conditions but prior to 7:00 am the property shall be free and clear of snow and ice melt products shall be properly applied to all pavement and sidewalk areas.

Exhibit D
Insurance Requirements

Contractor shall, at its own expense and, at all times during the term of this Agreement, maintain and keep in force the following:

INSURANCE COVERAGE	POLICY LIMITS
Commercial general liability, on an occurrence basis, claims made policies are not acceptable	\$1,000,000 each occurrence, \$1,000,000 aggregate, including personal & adv injury and products-comp/op (\$1,000,000 ea.)
Workers Compensation and Employers Liability	WC – Statutory EL - \$500,000 each accident \$500,000 disease-each employee \$500,000 disease-policy limit
Automobile liability (covering any auto, including hired and non-owned)	\$1,000,000 combined single limit each accident
Excess or Umbrella liability	\$_____ each occurrence, covering general, auto and employers liability (refer to chart on following page and insert appropriate amount)
Professional Liability (E&O) (for architects, engineers and other professional consultants)	\$1,000,000 per claim
Employee Dishonesty/ Fidelity Bond (for janitorial and security firms)	\$500,000 each occurrence
Contractors Pollution Liability (for pest control and asbestos abatement contractors)	\$1,000,000 each loss

All policies of insurance that are required to be maintained by Contractor, shall be issued by insurance companies AM Best rated A, VIII or better and authorized to do business in the State in which the property is located; and, shall provide a thirty-day (30) written notice to the Owner prior to cancellation (10 days notice in the event of cancellation due to non-payment of premium). The requirement of specific limits of liability is not intended to limit the contractual or tort liability of the Contractor. Contractor shall maintain such coverage throughout the term of the Agreement and at all times during Contractor's performance under the Agreement.

All insurance certificates shall include the following:

Additional Insured:

Thomas Duke Company

Certificate Holder:

c/o Thomas Duke Company

37000 Grand River, Suite 360

Farmington Hills, MI 48335

Umbrella or Excess Liability Limit Requirements

(Do Not Include as Part of Contract Document – For Reference Only.
 Insert Appropriate Dollar Amount In the “Insurance Requirements” Document, Schedule C, Where Noted)

Category A	Category B	Category C	Category D	Category E
Carpentry Hardware Painting Drywall Suppliers Landscaping Sweeping Snow Removal Security – monitoring and drive by	HVAC (maintenance) Masonry/ Concrete Waterproofing Plumbing Janitorial** Paving /Grading / Site prep. Sprinkler Systems Electrical Pest Control* Demolition - (interior up to 2 floors) Window Washing (2 stories)	HVAC (installation) Concrete Work – (framework, structural, pre-cast) Structural Steel Roofing Elevator Systems* Asbestos (minor)* Security** - full service Window Washing (3 + stories)	General Contractor – < \$15 Million Project < 4 Stories Asbestos Abatement* (major – encapsulation, abatement & disposal) Demolition – (major work)	General Contractor – Major Project – >\$15 Million >4 stories Aircraft Operations Crane Operations - >10 stories Demolition - >10 stories
No umbrella Requirement	\$1,000,000 Each Occurrence	\$5,000,000 Each Occurrence	\$10,000,000 Each Occurrence	\$50,000,000 Each Occurrence

*Contractors Pollution liability coverage also required.

** Fidelity Bond also required.