

**SERVICE AGREEMENT**

For Discussion Only

This Contractor Agreement (“Agreement”) is made as of \_\_\_\_\_ by and between \_\_\_\_\_ (“Owner”), by its authorized representative, **FC Services, LLC**, a Washington limited liability company (“FC”), regarding the property located at Columbia Business Center (“Property”), and \_\_\_\_\_ (“Contractor”).

**RECITALS:**

FC, on behalf of Owner, engages independent contractors to perform, furnish or supply services and/or materials to or for the Property.

FC and Contractor desire for Contractor to perform, furnish or supply services and/or materials to or for the Property, and further desire to set forth the terms and conditions under which Contractor will perform, furnish or supply such services and/or materials to or for the Property.

**IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Contractor agrees to perform, furnish or supply services and/or materials (“Work”) specified below. If additional specifications are required for the Work, such specifications shall be set forth on Schedule B, attached hereto and made a part hereof.

Description of services, work or materials ordered	Fixed Price
<p>Contractor to provide all labor, building standard materials and equipment to perform the following work as stated on Contractor’s proposal (Exhibit A) dated _____.</p> <p>Location:</p> <ul style="list-style-type: none"><li>• _____</li></ul> <p>Contractor to coordinate schedule with Owner prior to work commencing.</p> <p>Work is to be completed _____.</p> <p><b>Contractor to sign in and out at Management Office upon arrival at Columbia Business Center and prior to leaving Columbia Business Center</b></p>	Not to Exceed

2. This Agreement includes the terms and conditions set forth in Schedule A, attached hereto and made a part hereof.
3. This Agreement, along with the attached Schedule A, represents the entire agreement between the parties. In the event of any discrepancy between the attached Exhibit A and Exhibit B and this Agreement, this Agreement shall stand.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first set forth above.

**Contractor:**

**Owner: FC Services, LLC  
Agent for Owner**

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

By: \_\_\_\_\_  
Janet Wuestneck  
Sr. Portfolio Manager

Address for Notices:

Address for Notices: 2501 SE Columbia Way, Ste 240  
Vancouver, WA 98661

Contractor Contact: \_\_\_\_\_

Address for Billing: 2501 SE Columbia Way, Ste 240  
Vancouver, WA 98661

Fed ID #: \_\_\_\_\_

SCHEDULE "A"  
**Terms and Conditions**

1. **Insurance**

A. Insurance Required: Contractor shall procure and maintain in effect at all times during the term of this Agreement, at its sole cost and expense, the following insurance coverages, which insurance shall be placed with insurance companies rated at least A-7 by Best's Key Rating Guide. Contractor shall cause all of its subcontractors to comply with the requirements of this Paragraph 1.

- (i) Workers' Compensation
  - (a) Statutory in accordance with the laws Washington, including Voluntary Compensation, Broad Form All States Endorsement, U.S. Longshoremen's and Harbor Workers' Coverage (if applicable) and Maritime Coverage (if applicable).
  - (b) Employer's Liability with limits of not less than (1) \$500,000 each accident/injury, \$500,000 each employee/disease and \$500,000 disease/policy limit, or (2) current limit carried, whichever is greater.
  - (c) Such policy shall include a waiver of subrogation in favor of FC and Owner.
- (ii) General Liability - Occurrence Form Only - ("Claims Made" is not acceptable for general liability coverage)
  - (a) Bodily Injury Liability and Property Damage Liability in an amount not less than (2) \$2,000,000 each occurrence, \$1,000,000 general aggregate, and \$1,000,000 products and completed operations aggregate, or (2) current limit carried, whichever is greater.
  - (b) The insurance required in subparagraph (a) and (b) must include Blanket Contractual Liability, Broad Form Liability including Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury, "X", "C" and "U" Exclusions deleted.
- (iii) Automobile Liability
  - (a) Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 Combined Single Limit.
  - (b) The insurance required in subparagraph (a) must include Owned (Long Term Leased), Employer's Non-Owned and Hired Automobile Coverage.
- (iv) Other Insurance
  - (a) Contractor may also carry such other insurance as Contractor deems prudent (auto, physical damage, builder's risk insurance). All such insurance shall include a waiver of the insurer's rights of subrogation against FC and Owner.
  - (b) FC may require Contractor to submit payment and performance bonds covering the faithful performance of this assignment and the payment of all obligations arising hereunder, in such form and with such sureties as are satisfactory to FC.

B. Terms and Conditions of Insurance

- (i) Prior to the commencement of any of the Work, Contractor shall file with FC a valid/original "Certificate of Insurance" evidencing that all required insurance is in full force and effect. Contractor shall maintain current and valid Certificates of Insurance which shall be kept on file with FC at all times during the term hereof and during the performance of the Work pursuant to this Agreement. FC will not process any invoices or applications for payment submitted by Contractor for the Work unless FC has a valid/original Certificate of Insurance on file for Contractor and all of its subcontractors. Contractor shall not make any changes in or allow the required insurance coverages to lapse without first obtaining FC's prior written approval.
- (ii) All policies for insurance shall be in form satisfactory to FC and shall contain an endorsement providing that FC must be given thirty (30) days' prior written notice of any cancellation or material change in the policy or coverage thereunder. Upon request, Contractor shall furnish FC with complete copies of the insurance policies required by this Paragraph 1.
- (iii) Contractor shall add by endorsement to its policies of insurance, except for Workers' Compensation Insurance, FC and its employees and agents, Owner and, if applicable, all beneficiaries thereunder, as additional insureds, using the following language:

**CBC 1, LLC; CBC 2, LLC; CBC 3, LLC; CBC 4, LLC; FC Services, LLC, and their employees and agents (and all beneficiaries, if any) are Additional Insureds jointly and/or severally regarding any coverage afforded by this**

**policy with respect to services and/or materials performed, furnished or supplied by contractor. This insurance shall be primary with respect to any other insurance available to such additional insureds, and shall be endorsed in a manner that will prohibit the contractor's insurers from seeking contribution from such insurance of the additional insureds.**

- (iv) The failure to secure and maintain or add by endorsement FC, its employees and agents, Owner and, if applicable, all beneficiaries thereunder, shall not act as a defense to the enforcement of the terms of this Agreement. Any such insurance policy shall apply separately to each insured against whom claim is made or suit is brought and shall contain no provision which excludes coverage of a claim made by one insured under the policy against another insured under the policy.

2. **Contractor's Duties and Obligations**

A. Contractor shall:

- (i) Perform the Work strictly in accordance with this Agreement. No changes in the Work will be permitted without the prior written approval of Owner. Contractor shall notify FC in writing before starting the Work if any conditions at the Property where the Work will be performed are not acceptable. Contractor specifically agrees to abide by and observe all safety orders, rules, regulations or requirements of all federal, state and local government agencies exercising safety jurisdiction over the Work, including, but not limited to, all standards or regulations of the Occupational Safety & Health Administration which are applicable to the Work being performed.
- (ii) take all precautions necessary to protect persons or property against risk of death, bodily harm, injury or damage, including, but not limited to providing for the safety of and prevention of accident or injury to Contractor and its employees, agents and invitees while in, on or about the Property or while completing the Work (including entrances, exits and rights of way) by carefully inspecting the Property involved in the Work before starting performance and from time to time thereafter for any and all dangerous conditions or activities in, on or about the Property and by giving said persons such notice of dangerous conditions and activities, by installing and maintaining at all times such safety devices, guards, barricades and danger signs and by adopting such other measures as shall be necessary to safeguard said persons against all such dangerous conditions and activities however arising.
- (iii) unless otherwise specified in this Agreement, furnish all supervision, labor, material, fuel, equipment, transportation, detail drawings, permits, samples and services necessary to provide, fabricate, install and completely finish all the Work as described and set forth in and in accordance with the terms and conditions of this Agreement and shall provide, without extra charge, all incidental items required as a part of the Work, even though not particularly specified or indicated.
- (iv) unless otherwise specified, supply all new materials.
- (v) perform and complete all the Work diligently and without interfering with other contractors' work, other activities of FC, Owner or tenants of the Property and promptly repair any damage caused by Contractor or its subcontractors at Contractor's sole cost.
- (vi) perform and complete all the Work in a good and workmanlike manner, and in accordance with the best practices of the respective trades engaged and to the satisfaction of FC .
- (vii) perform and complete all the Work in compliance with all applicable federal, state and local codes, laws and governmental regulations and orders. Before commencing the performance of any Work, Contractor shall obtain and supply all permits and licenses as may be necessary, and, before and during the progress of the Work, give all notices and comply with all applicable laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any federal, state, county or other governmental authority, relating to the performance of the Work. Contractor shall pay for all permits, licenses and inspection fees related to the Work. If Contractor performs any Work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom. In the event that Contractor is unable to procure the necessary permits, FC shall have the option of either (a) canceling the Work without any liability whatsoever, or (b) procuring the permits in which case the costs thereof shall be deducted from the amount due Contractor .
- (viii) before storing any materials or constructing any temporary work shanty upon the Property, obtain clearance from FC in writing designating the location and space on the Property for such storage.

- (ix) at all times keep the Property free from accumulations of waste material or rubbish caused by its employees or Work. At the completion of the Work, Contractor shall, at Contractor's sole cost and expense, remove from the Property all rubbish and leave the Property broom clean.
- (x) the parties agree that Contractor is solely responsible for providing its employees with a safe work area.
- (xii) pay all sales, use and other taxes of every kind on labor, equipment and materials used in connection with the Work.
- (xiii) assign to Owner or to such party as FC directs, warranties on equipment purchased and installed. Contractor shall guarantee the full and complete compliance of the Work, and warrant all materials and workmanship provided, furnished or supplied under or pursuant to this Agreement against defects for a period equal to the greater of: (a) one (1) year from date of completion or acceptance, whichever is later or (b) the manufacturer's warranty period, and during that time Contractor shall replace or repair to FC 's satisfaction any work or material which, in the opinion of FC, may be defective, and replace work damaged as a consequence of defects, all without any cost to FC or Owner. The foregoing period and time may be extended by written agreement and shall be deemed to be extended for such greater period of time as may be specified in Contractor's standard warranty or service guarantee. It is understood and agreed that FC and Owner are intended third-party beneficiaries of all purchase orders executed by Contractor and that FC and/or Owner shall have the right, but not the obligation, to bring an action for defective, faulty or non-conforming merchandise against any subcontractor authorized to perform the Work by FC, manufacturer or supplier. Contractor shall inform all such authorized subcontractors, manufacturers and material suppliers in writing that FC and Owner are intended third-party beneficiaries of all services and merchandise provided for the Property. All of said warranties are material and shall survive acceptance and shall run to FC, Owner and their respective successors and assigns, and all of said warranties shall be construed as conditions as well as warranties and are in addition to and not to the exclusion of other remedies or warranties, express or implied.
- (xiv) promptly respond to all questions or calls from FC concerning the Work and keep FC apprised as to the status of the Work.
- (xv) render to FC all assistance which FC may require with respect to claims made or actions brought against FC or Owner relating to the Work, including, without limitation, review of claims and participation in negotiations, which assistance shall be rendered, if necessary, both before and after Contractor has otherwise completed performance of such Work.
- (xvi) keep all records and make all payments required by the Federal Social Security Act and all Social Security, Unemployment Compensation or other laws or regulations of any and all states in which it does business.
- (xvii) after completion of the Work, or sooner upon request of FC, deliver all documents, reports, records and materials generated during the Work to FC which Contractor acknowledges and agrees shall be work product owned by Owner, or by FC on Owner's behalf.
- (xviii) take all actions necessary to mitigate and limit the odors and noise associated with the Work to the absolute minimum necessary to complete the Work

B. Contractor shall not:

- (i) subcontract a part of the Work without FC's prior written consent authorizing such subcontracting.
- (ii) after completion of the Work, have any right or interest in the Work.
- (iii) without the prior written approval of FC, make any news release, public announcement, denial or confirmation of any part of the subject matter of this Agreement or disclose to any third party without the prior written consent of FC, any confidential information obtained in connection with this Agreement.
- (iv) without FC's prior and specific written consent, use or bring on or install in the Property Hazardous Materials (as defined in Article 8I).

C. To the extent permitted by applicable local law, Contractor does hereby waive and release, for itself and those persons supplying labor and/or materials to Contractor, their respective rights for mechanic's or materialmen's liens. Upon request from FC or Owner, Contractor shall provide to FC or Owner and to

such party as FC or Owner directs an executed lien release(s) on a form complying with state law and approved by FC or Owner.

3. **Term, Termination and Suspension**

- A. Unless terminated as provided below, the term of this Agreement shall begin on (“Commencement Date”) and terminate upon completion, subject to continued performance of Contactor’s warranty obligations.
- B. Owner or FC may terminate this Agreement at any time and without cause upon five (5) days' prior written notice to Contractor. Owner or FC directs Contractor to complete during the five (5) day period following the delivery of the notice of termination, such Work as may be necessary for the orderly filing of documents and closing of the project, which Contractor hereby agrees to perform.
- C. Owner or FC may terminate this Agreement at any time without prior written notice to Contractor or without Contractor being provided a time or its assets or undertakings, (ii) institutes insolvency or bankruptcy proceedings, (iii) assigns or disposes of, or attempts to assign or dispose of, its asset for the benefit of creditors, (iv) involuntarily abandons its business, or (v) has change of key management or ownership control without notifying Owner or FC of such change at least ten (10) days in advance.
- D. In the event that Contractor (i) fails to perform in accordance with the terms of this Agreement, (ii) is in breach of any of the provisions of this Agreement, or (iii) has instituted against it insolvency or bankruptcy proceedings, Owner or FC may terminate this Agreement, after providing Contractor written notice of such failure to perform, breach or other action or event specified above, and at least a three (3) day period after such written notice, to enable Contractor to cure such failure to perform, breach or action or event specified above. If the failure of performance, breach or action or event specified above is not cured by the end of such cure period, Owner or FC may immediately terminate the Agreement.
- E. Upon a termination by Owner or FC pursuant to the provisions of Paragraphs B or C above, Owner or FC shall be entitled to complete the Work, if any, and Contractor shall be responsible for the costs and damages incurred, to the extent same are directly or indirectly caused by the Contractors default hereunder. Owner or FC shall deduct such costs and damages from the amount owed Contractor, if any.
- F. On the date of termination, Contractor shall discontinue performance and shall preserve and protect all equipment, materials and supplies pending FC's instructions. Contractor shall place no further orders or subcontracts for materials, equipment, services or facilities except as may be necessary for completion of such portion of the Work which has not been terminated. Contractor shall promptly make every reasonable effort to procure cancellation, upon terms satisfactory to FC, of all purchase orders and subcontracts to the extent they relate to the performance of the terminated Work or, as directed by FC, assign to such subcontracts as are designated by FC. In addition, Contractor shall promptly advise FC of all outstanding subcontracts and purchase orders and shall furnish complete copies thereof to FC. Contractor shall execute and deliver all documents and do such things as FC may require to vest in Owner or FC all rights and benefits of Contractor under any such obligations or commitments. Upon receipt of notice of termination for any reason, Contractor shall forthwith deliver to FC, all reports, drawings, diagrams, information, reports and other such documents held or used by Contractor in connection with the Work. To the extent Contractor desires to keep copies of such materials, it must obtain FC's prior consent and any copying or reproduction will be done at Contractor's sole cost and expense.
- G. Termination shall not affect warranties, representations or indemnities contained herein related to the Work performed, furnished or supplied FC by, for or at the request of Contractor prior to such termination, nor shall such termination affect, lessen or jeopardize any cause of action FC or Owner may have against Contractor for breach of contract.
- H. FC or Owner may, upon written notice to Contractor, suspend all or a portion of the Work under this Agreement at any time for any reason. Contractor shall use its best efforts to mitigate costs associated with such suspension.

4. **Indemnification**

- A. To the fullest extent permitted by law, Contractor shall indemnify, protect, defend (with counsel satisfactory to FC) and hold harmless FC, the, architects, engineers, advisers or space-planners (hereinafter referred to as "Indemnitees"), from and against any and all claims, demands, action, cause of action, liabilities, penalties, fines, damages, losses, costs and expenses (including attorneys' fees, expert fees and costs, collectively, "Claims") arising out of, relating to or incidental to the performance of the Work, directly or indirectly, of Contractor, or by reason of Contractor's breach of this Agreement, or by reason of the failure or refusal of Contractor or it’s subcontractors to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority. Such obligation shall

not be constructed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article. If indemnity claims are caused or alleged to be caused in part by any joint or concurrent negligent act (either active or passive) or omission by FC or Owner, Contractor shall indemnify, hold harmless and defend FC and Owner from such indemnity claims only to the extent such indemnity claims arise out of or result from the negligence or willful misconduct of Contractor or its subcontractors and suppliers of every tier and only in proportion to the negligence of Contractor and its subcontractors and suppliers of every tier. In no event shall Contractor be obligated to indemnify FC or Owner for indemnity claims which arise out of or result from the sole negligence or willful misconduct of FC, Owner or their agents, servants or independent contractors who are directly responsible to such indemnified party, excluding Contractor herein.

B. In any and all claims against the Indemnitees or by any employee of the Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to the Contractor under Workers' or Workman's Compensation acts, disability benefits acts or other employee benefit acts.

C. The indemnification by Contractor of the Indemnitees shall apply regardless of any concurrent or contributory, active and/or passive negligent act of omission on the part of any Indemnitee, provided however, that the provisions of this Article shall not be construed to indemnify any Indemnitee for his own sole negligence or willful misconduct if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of this Article void or to eliminate or reduce any other indemnification or right which Contractor, FC or Owner has by law.

Contractor specifically and expressly waives the right to assert against the indemnitees any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. The provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by the Revised Code of Washington 4.24.115.

**Contractor's Initials \_\_\_\_\_**

D. The provisions of this Article shall survive termination or expiration of this Agreement and shall not be limited in any way by the amount or type of insurance obtained by FC, Owner, Contractor or any other party.

**5. Contractor's Employees**

A. Contractor shall comply with all laws, orders and regulations of public authorities relative to rates of wages, hours of labor and other similar or dissimilar matters which may be binding upon FC or Owner in connection with any work or contract for or in connection with which Work furnished by contractor under this Agreement is, or be, used.

B. Contractor shall be responsible for all injuries or damages to Contractor's employees or agents incurred or sustained on the premises of the property.

**6. Contractor's Representations**

A. Contractor represents and warrants to FC that Contractor has the special skill and special professional competence, expertise and experience to this representation without independent investigation as a material inducement to enter into this Agreement.

B. Contractor is an independent contractor. Nothing in this Agreement or any course of dealing with FC or Owner shall make Contractor an agent or employee of FC or Owner in relation to the methods or manner of performance of the Work. As an independent contractor, Contractor shall have no authority to incur any expense or liability on behalf of FC and FC shall not withhold any taxes on nor shall FC make any contributions for such taxes based upon payroll or income nor shall it provide any benefits to Contractor or its employees. FC shall not be responsible for any acts of Contractor or services it renders to FC, Owner or to, for or on behalf of the Property.

C. Contractor recognizes that FC is acting on behalf of Owner in executing this Agreement and that any liability incurred pursuant to the terms and conditions hereof, including, without limitation, liability for payments to Contractor shall be borne by Owner and not FC.

7. **Compensation**

Contractor shall be compensated for the Work in accordance with the terms set forth in this Agreement. The Work shall be billed to FC, as property manager for Owner, on a monthly basis, not later than the fifteenth (15th) day of the month following each month in which the Work, or any portion thereof, is performed. The billing shall be in sufficient detail to identify the Work performed and the applicable authorization pursuant to which the Work is being performed and upon request by FC such billing shall be accompanied by a lien release(s) in a form acceptable to FC. Payments to Contractor shall be made within thirty (30) days after receipt of billing by FC. Prior to receipt of final payment, Contractor shall certify to FC that all materials and equipment and labor furnished pursuant to the performance of the Work have been fully paid and discharged, and shall provide any necessary affidavits or waivers requested by FC.

8. **Time of Performance**

- A. Contractor shall commence the Work no later than \_\_\_\_\_ (“Commencement Date”). Contractor shall fully complete the Work by \_\_\_\_\_. Completion shall require, without limitation, the Work being fully functional and complete in accordance with this Agreement, issuance of any permits or certificates of occupancy sufficient for the entirety of the Work to be legally occupied and used for its intended purpose, and completion of all punchlist-type items.
- B. In the event Contractor fails to achieve Completion of the Work by the required date, Owner will suffer, as a result of Contractor’s failure, damages which are both extremely difficult and impracticable to ascertain. Accordingly, Owner and Contractor agree that in the event Contractor shall fail to achieve Completion of the entire Work by the required Completion date, Contractor shall pay to Owner as liquidated damages, and not as a penalty, and as a reasonable estimate of the amount of damages Owner will suffer, an amount equal to \$0 per day for each full or partial day between the required Completion date and the date that Contractor achieves Completion of the entire Work. Owner may withhold and offset any amounts due from Contractor for liquidated damages from any amounts otherwise payable to Contractor.

9. **General Provisions**

- A. Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to or delivered to either party, by the other party to this Agreement, shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal service, upon receipt of telegraphic or facsimile notice or three (3) days after deposit in the United States mail, first class postage prepaid, certified mail, addressed respectively to Contractor and to FC as Owner’s authorized representative as specified on the face of this Agreement with a copy to the invoice address specified. Either party may change its address for the purpose of this Article by giving written notice of such change to the other party in the manner provided herein. Any facsimile notice shall be confirmed by mailing.
- B. If FC provides Contractor with written consent to use subcontractors for Work, notwithstanding such consent, Contractor shall remain responsible for all subcontracted Work and shall be fully responsible to FC and Owner for acts and omissions of subcontractors. No action taken with respect to a subcontractor shall create any contractual relationship between any subcontractor and FC or any Owner. Contractor shall include a statement to that effect in each of its applicable subcontracts. Contractor shall require each such subcontractor to provide insurance of the kind, quality and scope required of the Contractor under Article 1, including the requirements that FC and Owner are named as additional insureds under each liability policy, and with a waiver of subrogation favoring FC and Owner under subcontractor's workers' compensation and direct damage policies. Any failure of subcontractor's insurance shall be for the specific account of the Contractor. Contractor shall also require each subcontractor to comply with the provisions of Article 2A and Article 2B.
- C. Time is of the essence in Contractor's performance of the Work.
- D. This Agreement shall be binding in all respects upon the parties and their agents, heirs, legal representatives, successors and assigns and shall inure to the benefit of all of the same. This Agreement may be assigned by FC as Owner’s authorized representative upon notice to Contractor; this Agreement may not be assigned by Contractor without the prior written consent of FC.
- E. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and may be changed or amended only by an agreement in writing signed by the parties hereto.
- F. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Washington, without regard to conflicts of laws principles.

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Do not use.

- G. In the event any of the provisions of this Agreement are found invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remaining terms shall remain in full force and effect as if such provision were never a part of this Agreement.
- H. Any disputes arising out of this Agreement shall be submitted to arbitration with the American Arbitration Association in Portland, Oregon. The decision of the arbitrator shall be binding and may not be appealed. Arbitration, of other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract or in tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.
- I. "Hazardous Materials" as used in this Agreement shall mean any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammable explosives, chemicals known to cause cancer or reproductive toxicity, emissions or wastes and any other chemical, material or substance, the handling, storage, release, transportation, or disposal of which is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, is or becomes known to pose a hazard to the health and safety of the occupants of the Property including, without limitation, (i) asbestos, (ii) petroleum and petroleum by-products, (iii) urea formaldehyde foam insulation, (iv) polychlorinated biphenyls, (v) all substances now or hereafter designated as "hazardous substances," "hazardous materials" or "toxic substances" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., or the Resource, Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; or (vi) all substances now or hereafter designated as "hazardous substances," "hazardous materials" or "toxic substances" under any other federal, state or local laws or in any regulations adopted and publications promulgated pursuant to said laws.

By initialing below, the parties acknowledge and agree to the terms and conditions set forth above.

**Contractor:**

**Owner: FC Services, LLC  
Agent for Owner**

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

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

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**Exhibit A**