

## TERMS & CONDITIONS TO SERVICES

These Terms and Conditions to Services ("Agreement") are part of and incorporated by reference to your Statement of Work ("SOW") with Sylvan Road Renovations, LLC and/or Sylvan Field Services, LLC, as applicable and as identified in the SOW (referred to herein singularly as the "Company") and you (referred to herein as "Contractor").

Company desires to engage Contractor for the performance of work ("Work") on the terms specified in the attached Exhibit A Statement of Work which is made a part of this Agreement, and Contractor desires to perform said Work at the prices and upon the terms and conditions herein:

1. Contractor shall provide all necessary material, labor, equipment, supervision, and all other services necessary to complete the Work for the **lump sum** price agreed to in each SOW.
2. The Work shall be provided in accordance with the terms specified in each SOW. Company may change the Work included in the SOW with advance written notice to Contractor ("Change Order"). Company shall not be obligated for any work performed that is not included in a written SOW or Change Order, as may be amended from time to time, each of which will be property specific.
3. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representation or other matter shall deem to bind the parties hereto.
4. Contractor shall invoice Company at the completion of the Work. All invoices must show in sufficient detail the material and/or services billed to assure prompt approval. Invoices must contain the property address associated with the Work completed.
5. Prior to commencing the Work, Contractor agrees to provide Proof of Insurance to Company naming Company and the owner of the property upon which the Work is to be performed ("Owner"), as an additional insured(s). Contractor's Insurance Certificate shall include, but not be limited to the following: statutory Workmen's Compensation Insurance or state approved exemption, \$1,000,000 General Liability Insurance, and \$500,000 Automobile Insurance.
6. Contractor agrees to indemnify and hold Company, Owner and their affiliates harmless from and against any and all losses resulting from Contractor's acts or omissions, including but not limited to attorney's fees, claims, suits, judgments, negligence of employees and lower tiered subcontractors, and Contractor's non-payment of taxes including penalties and interest.
7. Contractor shall abide and work in accordance with the latest OSHA Safety rules and regulations, as well as the requirements imposed by the Company's Safety Program and the Company's Vendor Code of Conduct.
8. Contractor is hereby bound by, and at its own expense, shall comply with all applicable federal, state and local laws, codes, ordinances, regulations and licensing requirements.
9. Contractor shall clean its work area daily and remove all debris resulting from its work in a manner that will not impede the progress of the project or of any other trades and shall secure the property before leaving.
10. Schedule of the Work: Contractor shall perform the Work within the time frame established on the Statement of Work.
11. Assignment: This contract may not be assigned by Contractor without written approval of Company.

12. Contractor Warranty: Contractor warrants that all Work performed by it or its behalf shall be of good quality, in conformance with the Statement of Work, and remain free from defect (the "Warranty") for a period of one (1) year running from the date of Company's acceptance of the Work, unless a different warranty period is agreed to by the Parties in writing (the "Warranty Period").
13. Defective Work: If, during the Warranty Period, Company determines that Work performed by or on behalf of Contractor fails to comply with the Statement of Work ("Defective Work"), Company shall notify Contractor of such Defective Work (the "Notice of Defect"), and at Company's option in its sole discretion Contractor shall, promptly upon receipt of such Notice of Defect, correct such Defective Work ("Corrective Work") to Company's satisfaction at Contractor's cost and expense or Company may engage a third party to complete such Corrective Work at Contractor's cost and expense. Contractor shall bear the cost of any additional testing and inspection of the Defective Work and/or Corrective Work deemed necessary by Company, in its sole discretion, as well as all costs and expenses incurred by Company made necessary by the Defective Work, including, for the avoidance of doubt, operational costs of Company in managing the additional work due to the Defective Work.
14. Corrective Work: Contractor expressly recognizes that it has an obligation to timely commence and complete any Corrective Work if requested by Company. The exact time in which Contractor shall commence Corrective Work shall depend on whether Company, in its sole discretion, deems the need for the Corrective Work to be emergency or non-emergency in nature. Corrective Work deemed emergency in nature by Company shall be acknowledged by Contractor within twenty-four (24) hours of notice and shall be actually completed by Contractor within seventy-two (72) hours of notice of the same, unless otherwise agreed upon by Company in writing. Corrective Work deemed non-emergency in nature by Company shall be acknowledged by Contractor within twenty-four (24) hours of notice and such emergency Corrective Work shall be commenced by Contractor within seventy-two (72) hours of notice of the same. Contractor shall diligently and continuously complete Corrective Work to the reasonable satisfaction of Company whether the Corrective Work is deemed emergency or non-emergency in nature. Company reserves the right to inspect Corrective Work at any time, whether in progress or completed.

Should Contractor fail to commence and/or complete Corrective Work within the time specified above or as otherwise directed by Company in writing, Company, without further notice, may arrange for a third party to provide the labor and materials necessary to correct any Defective Work, and all costs thereof shall be charged to Contractor. In the event there are not sufficient funds owing Contractor by Company to offset such costs, then Contractor shall reimburse Company for such costs and fees immediately upon receipt of written demand from Company, and interest shall accrue on the aggregate amount at the rate of fifteen percent (15%) per annum from the date incurred until Company is fully reimbursed for all such amounts and interest thereon.

15. Contractor hereby assumes the entire responsibility and liability for all work, supervision, labor, and materials reasonably necessary for the completion of the Work.
16. Contractor understands and acknowledges that one or more individuals may have taken possession of the property where the Work is to be performed ("Property") without the knowledge or permission of the Company, Owner, and/or their affiliates. If Contractor has not been notified by Company or its affiliates that the Property may be so occupied, and if Contractor obtains any reasonable evidence indicating that the Property is actively occupied (e.g., vehicles parked on the Property, individuals on the Property, personal items on the Property, etc.) or discovers an occupant while in or on the Property, Contractor must immediately vacate the Property (if applicable), retreat to a safe distance, call the appropriate law enforcement agency to report a trespass at the Property and request removal of the trespasser(s), and notify the Company of the same contemporaneously. Contractor acknowledges that any person(s) who may have taken possession of the Property without the Company's or its affiliates' knowledge or permission could be dangerous, violent, and/or pose a risk to the safety of Contractor safety and others. Contractor expressly waives, releases, and covenants not to pursue any claim against the Company, Owner,

and/or their affiliates, employees, and agents for any damage or injury allegedly sustained by Contractor caused by, or in any way related to the services performed under this Agreement, including any damage or injury sustained from such unknown individuals. Contractor assumes all risk, liability, and losses associated with any occupant(s) of the Property, and neither the Company nor its affiliates shall have any liability to Contractor for any losses or damages incurred by Contractor.

17. To the extent contemplated by the SOW and/or Change Order or otherwise directed by Company, Contractor acknowledges and agrees that it shall remove and properly dispose of any personal property (e.g. furniture, clothing, etc.) found in or about the Property. Under no circumstance shall Contractor save, hold, sell, trade, barter, or otherwise retain any personal property discovered at the Property in connection with the performance of the Work.
18. Contractor acknowledges and agrees that, in addition to the services described in any SOW and/or Change Order, Company reasonably relies upon photographs and the inspection inventory forms provided by Contractor as a complete and accurate record of the inventory of the Property, in order to make management decisions with respect to the Property. Contractor acknowledges and agrees that it shall be liable for any misrepresentations and/or inaccuracies in the inspection report and photography provided.
19. This Agreement may be terminated by Company without cause, in whole or in part, upon five (5) days' prior written notice. In the event of termination, Contractor shall be liable for the portion of the work that has been completed to date less any back charges resulting in incurred or anticipated damages from defective work and/or other breaches of this Agreement, which amounts shall be determined by Company in its reasonable judgement.
20. Contractor agrees to perform the Work in accordance with the Vendor Code of Conduct of Sylvan Road.