

For the following contract, please make sure the documents to be included in Exhibit A do not contain a *Limitation in Liability* clause. If they do, please negotiate that limitation (in writing) to be no less than the liability insurance requirements. Please contact the Property Management Office with questions.

SERVICE AGREEMENT
(Archdiocese of Cincinnati)

THIS SERVICE AGREEMENT (“Agreement”) is made as of _____, 20____,
by and between: _____ (“Customer”),
and _____ (“Service Provider”).

In consideration of the mutual promises of the parties and other good and valuable consideration, and subject to the attached Terms and Conditions, the parties agree as follows:

1. Description of Services. Service Provider agrees to perform the services described in Exhibit A attached hereto (the “Services”). To the extent a Service Provider proposal or quotation (a “Proposal”) may be attached to Exhibit A to serve as a description of the Services to be performed pursuant to this Agreement, no provisions contained in the Proposal other than the description of Services to be performed shall become part of this Agreement, and all such other terms shall be considered rejected by Customer. In addition, if any language contained in the Proposal describing the Services to be performed contains any provisions that conflict with any provisions of this Agreement, the provisions of this Agreement shall prevail.

2. Service Procedure. In performing the Services, Service Provider agrees to use the procedure(s) described in Exhibit B.

3. Fee. Upon completion of the Services, Customer agrees to pay Service Provider a fee (the “Fee”) described in Exhibit C. The Fee is intended to cover all contingencies, known or unknown, falling within the scope of the Services to be performed pursuant to this Agreement.

4. Warranty. The Services and each of its components will be free of defects in materials and/or workmanship for a period of ____ years from the date of final completion.

5. Term. This Agreement shall commence on the date first above written (the “Effective Date”) and shall continue to govern the Services provided by Service Provider to Customer for a period of _____ (the “Term”) from the Effective Date. Upon mutual written agreement, the parties hereto may amend this Agreement to extend the Term.

6. Notices and Contact Information.

If to Customer: _____

Attention: _____

With copy to: _____

Attention: _____

If to Service Provider: _____

Attention: _____

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

CUSTOMER:

SERVICE PROVIDER:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

TERMS AND CONDITIONS

1. Contract Documents. The contract documents ("Contract Documents") on which the agreement between Customer and Service Provider is based, consist of this Agreement and the Terms and Conditions only. No provisions contained in any Service Provider Proposal shall become part of this Agreement, and all such other terms shall be considered rejected by Customer.

2. Responsibilities of Service Provider. Service Provider agrees to be solely responsible for all Services performed under this Agreement, including the techniques, sequences, procedures and means, and for the coordination of all Services. Service Provider agrees to prosecute the Services diligently, supervise and direct the Services in accordance with the highest industry standards, and give the Services all attention necessary for such proper supervision and direction, and complete the Services in a thorough and workmanlike manner. Service Provider agrees to provide and pay for all labor, materials and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services necessary for the proper completion of the Services. Service Provider agrees to pay all taxes required by law in connection with the Services and shall secure, at its expense, all licenses and permits necessary to conduct the Services. Service Provider agrees to comply with all laws, ordinances, and the rules, regulations or orders of all public authorities relating to the performance of the Services hereunder and the hiring of employees therefor. Service Provider agrees to keep the premises on which the Services are conducted and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Service Provider further agrees to remove all such waste material and rubbish on completion of the Services.

3. Covenant Against Liens. Service Provider agrees to keep all of the property of the Customer free of any mechanic's lien or any other lien, charge or order for the payment of money which may be filed against the Customer's property or the Customer or Service Provider's interest therein arising out of any act or omission of Service Provider.

4. Asbestos. (a) Service Provider certifies that no asbestos containing materials or work will be provided, installed, furnished to the site where the Services are performed. All materials used in or for the Services shall be certified as non-Asbestos Containing Building Materials ("ACBM"). The Service Provider and all Service Provider employees, suppliers, fabricators, materialmen, subcontractors, or their assigns shall comply with the following acts: Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7)); and National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos. (b) In the event that asbestos-containing materials or suspected asbestos-containing materials are discovered in any area included within the site where the Services are performed, the Service Provider assumes responsibility to notify the Customer and all workmen of the existing asbestos conditions. Notification shall be made in the form required by EPA and

OSHA and will include posting of notices in accordance with EPA and OSHA guidelines. Whenever the Service Provider has disturbed any property owned by the Customer, the Service Provider shall conduct tests to determine whether asbestos is present, and the Service Provider will either certify that no asbestos is present or otherwise treat the site as required, assuming the presence of asbestos. The Service Provider agrees to assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Services shall not continue until the Customer, upon proper notification from the Service Provider or subcontractor, has the suspected asbestos-containing materials analyzed. If the Service Provider proceeds without approval from the Customer after such notification, the Service Provider agrees to become liable for all costs associated with the cleaning and clearance for occupancy of the site where the Services are performed.

5. Compliance with Lead Laws and Regulations. Service Provider agrees to comply with all laws and regulations regarding the prevention of childhood lead poisoning through the remediation of lead paint hazards encountered while accomplishing the Services. Without limiting the foregoing, the Service Provider shall comply with laws regarding the proper testing, removal, and disposal of lead containing paint and the protection of workers and others that may be exposed to such material, by complying with all applicable EPA and OSHA guidelines regarding lead paint testing, removal, and disposal. Whenever the Service Provider has disturbed any property owned by the Owner, the Service Provider shall conduct tests to determine whether lead is present, and the Service Provider will either certify that no lead is present or otherwise treat the site as required, assuming the presence of lead.

6. Insurance. During the term of this Agreement the Service Provider shall carry and maintain at its sole cost and expense the following insurance: (a) Commercial General Liability Insurance. Service Provider shall carry and maintain at all times while Work is being performed on the Project, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" basis. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Coverage shall include explosion, collapse, and underground hazards. The following limits of insurance shall apply: Each Occurrence: \$1,000,000.00; General Aggregate: \$2,000,000.00. The Commercial General Liability Insurance shall cover Customer as an additional insured for claims for damages because of bodily injury, including death, and from claims for damages to property which may arise or result from Service Provider's operations, whether such operations be by Service Provider or by any subcontractor retained by Service Provider or anyone directly or indirectly employed or supervised by either of them. (b) Worker's Compensation. Service Provider shall make required contributions and maintain insurance in compliance with all applicable laws, ordinances, rules, regulations and orders of any public authority regulating Worker's Compensation, old age benefits, state and federal

Unemployment compensation and all other employee benefit laws, ordinances, rules, regulations and orders of any public authority with respect to employees of Service Provider and the employees of any subcontractor engaged by Service Provider. (c) Automobile Liability Insurance. Service Provider shall carry and maintain during the term of this Agreement comprehensive automobile liability insurance (including hired and non-owned automobile liability) protecting against liability arising from bodily injury (including death) and property damage coverage with the same minimum limits as set forth in Section (6)(a). The comprehensive automobile liability insurance shall name the Customer as an additional insured. (c) Professional Liability Insurance. *(Required Only If Service Provider Employees Design and/or Engineering Professionals Who Will Provide Services In Connection with the Project.)* Service Provider shall carry professional liability insurance coverage for the activities of the Service Provider's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. (d) Installation Floater. *(Required Only If Service Provider Will Supply or Install Equipment at the Project.)* Service Provider shall carry and maintain during the term of this Agreement an Installation Floater covering Service Provider's labor, materials and equipment to be used for completion of the Work performed under this Agreement against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the contract improvements. (e) Umbrella. Contractor shall maintain excess/umbrella liability coverage on a following form basis in an amount necessary to ensure compliance with the limits set forth in this Section 6 (in the event the insurance limits required by this Section 6 are not met by the primary insurance). (f) Certificates. Upon execution of this Agreement, Service Provider shall provide Customer with certificates evidencing each form of insurance coverage required by this Agreement to be in full force and effect naming Customer as an additional insured, as its interest may appear. (g) Insurance of Subcontractors. Service Provider covenants and agrees to include in all subcontracts and to require all subcontractors of Service Provider to provide and maintain insurance coverage identical to the above referenced insurance requirements. (h) No Waiver. The foregoing provisions dealing with the insurance required shall not be construed in any manner as waiving, restricting or limiting the liability of the Service Provider under the provisions of the Agreement, whether or not same are, or may be, covered by insurance.

7. Warranty. Service Provider warrants that the Services completed under the Agreement including any products installed in the Project, and any change orders thereto, shall conform to the specific requirements, performances and capacities identified in the Contract Documents, and that the Services and any products installed in the Project will be free of defects in materials or workmanship for a period of time set forth on the first page of this Agreement. For avoidance of doubt the parties intend the Service Provider's warranty contained in this provision to fully cover both the Service Provider's workmanship as well as the products installed in the Project. Service Provider represents and warrants to Customer that all materials used in the Services, and made a part of the Services, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract Documents, of

good quality, free of defects and in conformity with the Contract Documents. The parties agree that materials not conforming to this warranty are defective. The provisions of this paragraph apply to work by subcontractors as well as to work done directly by the Service Provider.

8. Indemnity. Service Provider hereby agrees to assume all risks incident to conducting the Services and to indemnify and save and hold harmless (i) Customer; (ii) Dennis M. Schnurr, Archbishop of Cincinnati, and his successors (the "Archbishop"); and (iii) and any clergy, religious, lay employee, or lay volunteer and/or parishioner serving the Customer and/or the Archbishop (collectively the "Indemnified Parties") from and against any loss, damage or expense, including reasonable attorneys' fees, resulting from sickness or injury to person or persons, or damage or loss of property caused in any manner by Service Provider, its officers, agents, employees or subcontractors, or caused by Service Provider's a breach of this Agreement.

9. Termination of the Agreement for Cause. (a) The Customer may terminate this Agreement if: (i) the Service Provider becomes insolvent, files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, or (ii) a petition in bankruptcy is filed against the Service Provider by a third party, and is not dismissed within sixty (60) days of having been filed, or a receiver is appointed for the Service Provider; or (iii) the Service Provider fails, refuses or is unable to carry out the Services or refuses or fails to supply enough properly skilled workers or proper materials to timely complete the Services in accordance with the Contract Documents; or (iv) the Service Provider fails to make payment to subcontractors for materials or labor in accordance with the requirements of the Contract Documents or the respective agreements between the Service Provider and the subcontractors; or (v) the Service Provider violates applicable laws, ordinances, or rules, regulations or orders of a public jurisdiction; or (vi) the Service Provider otherwise breaches a material provision of the Contract Documents. (b) When any of the above reasons exist, the Customer may, without prejudice to any other remedy the Customer may have, terminate the Agreement and may finish the Services by whatever reasonable method the Customer may deem expedient. (c) Upon a Termination For Cause, Service Provider irrevocably waives and relinquishes and releases any and all liens, claims and any and all rights of lien which it may have against the Project or the Customer for labor, materials, supplies, profit, overhead, retainage and all other claims of any type or description whatsoever that in any way relate to or arise from Service Provider's services prior to the date of termination.

10. Termination of the Contract for Convenience. (a) Customer may at any time and for any reason terminate Service Provider's services and Work at Customer's convenience. Upon receipt of such notice, Service Provider shall, unless the notice directs otherwise, immediately discontinue the Services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. (b) Upon such termination, Service Provider shall be entitled to payment only as follows: (1) the actual cost of the Services completed in

conformity with this Agreement; plus, (2) such other costs actually incurred by Service Providers prior to notice of termination as permitted by this Agreement; (3) plus ten percent (10%) of the cost of the Services referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Service Provider prior to the date of the termination of this Agreement. Service Provider shall not be entitled to any claim or claim of lien against Customer's property for any additional compensation or damages in the event of such termination and payment. (c) Upon a Termination For Convenience, Service Provider irrevocably waives and relinquishes and releases any and all liens, claims and any and all rights of lien which it may have against the Project or the Customer for labor, materials, supplies, profit, overhead, retainage and all other claims of any type or description whatsoever that in any way relate to or arise from Service Provider's services prior to the date of termination

Provider or any subcontractor, laborer, or materialman, retained by Service Provider should damage any property of the Customer, the Service Provider shall, at the Service Provider's sole expense, promptly repair or restore such property as nearly as possible to its condition prior to such damage.

17. Governing Law. Unless otherwise provided, this Agreement shall be governed by the law of the jurisdiction in which the Services is done without regard to the choice of law thereof.

11. Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto.

12. Assignment of the Agreement. The Service Provider agrees to not assign or subcontract the Agreement without the prior written consent of Customer, which may be withheld in Customer's sole discretion.

13. Validity of Provisions. In the event any provision of this Agreement is determined to be invalid, void or otherwise unenforceable, such determination shall not affect the remaining part or portions of that provision, or any other provisions, of this Agreement.

14. Relationship. The Service Provider acknowledges and agrees that no employment or other similar relationship is established hereby and that the Service Provider agrees to be solely responsible for the payment of all tax withholdings, workers compensation, unemployment compensation and social security withholdings with respect to the Service Provider's employees and agents, without contribution from Customer. Nothing in this Agreement is intended nor shall it be construed to create a partnership or a joint venture relationship between Customer and the Service Provider. The Service Provider shall have no express, apparent or implied authority to incur any financial or legal obligation or liability on behalf of or binding upon Customer.

15. Notices. Whenever Customer or Service Provider shall make any demand or serve any notice of a claim or termination under the terms of this Agreement upon the other, such notice shall be in writing and shall be deemed to have been sufficiently given upon the earlier of: (i) receipt by the party or (ii) two (2) postal delivery service days after the same is sent, postage prepaid, by United States certified mail, addressed to the address set forth on the first page of this Agreement.

16. Protection of Owner's Property; Damage to Property. At all times the Service Provider shall protect the Customer's property from being damaged as a result of any activity of the Service Provider or any subcontractor, laborer, or materialman, retained by Service Provider. In the event Service

Exhibit A

Description of Services

[To the extent the text below and/or a Service Provider proposal or quotation (a “Proposal”) may be attached to Exhibit A to serve as a description of the Services to be performed pursuant to this Agreement, no provisions contained in the Proposal other than the description of Services to be performed shall become part of this Agreement, and all other such terms shall be considered rejected by Customer. In addition, if any language contained in the Proposal describing the Services to be performed contains any provisions that conflict with any provisions of this Agreement, the provisions of this Agreement shall prevail.]

Exhibit B

Service Procedures

Exhibit C

Describe how Fee will be determined
[For example, hourly rates set forth below and/or
other provision regarding determination of the Fee]