



Phone: 800.929.3398

Fax: 800.783.3802

241 Myrtle St., Ravenna, Ohio 44266

Service Contract

This contract is made this 3rd day of February, 2009, by and between NBD International Inc., of 241 Myrtle Street Ravenna, Ohio. (NBD); and Dr. Robert Carhart and assigns/agents of 1002 West Mission Avenue (Customer).

1. **Terms** - NBD hereby agrees to perform the service identified in the Work Authorization to Proceed and Subcontractor Scope of Work (hereinafter "Scope of Work") (attached). This contract shall commence on the date hereof and shall continue until the services set forth on the Scope of Work Term Sheet have been completed. This estimate, pursuant to the Scope of Work, is based upon NBD having full access to the affected equipment. Any delays due to Customer's schedule or work stoppages will constitute a change order and may result in additional charges.

Restoration services will be provided on a "Best Efforts" basis, understanding that the customer's equipment and/or facilities are utilized in a medical facility, and the evaluation performed to assess restorability of these items may or may not include required functional repairs when the machines are powered up and functionally tested. Such potential additional repairs will be submitted as a part of the Supplemental Scope of Work and will be approved on case by case basis by facility manager or designated agent.

NBD hereby agrees to furnish all labor, equipment and materials reasonably necessary to complete the work described in the Scope of Work. NBD and Customer may make changes in the work to be performed hereunder in written Supplemental Scope of Work or a Change Order, signed by both parties.

2. **Price** - Work performed hereunder shall be charged on a time and material basis (plus any applicable taxes) as indicated in the Rate Schedule (see attached):

3. **Payment:** Customer agrees to make payment or authorize direct payment to NBD for services rendered hereunder in the amounts and on the terms specified below, regardless of whether customer is entitled to reimbursement for such costs from any Insurance Company, Financial Institution or from any other source.

INITIAL: *JRS*

Billing Addresses:

Dr. Robert Carhart
A.C.C.O.N.
1002 West Mission Ave
Bellevue, NE 68005-3947

Justin Davis
Pharmacists Mutual Insurance Co.
808 HWY 18 West
Algona, IA 50511

4. **Payment schedule:** NBD shall submit to Customer an itemized invoice setting forth the total amount due in accordance with the rate schedule for labor plus materials, equipment and subcontract services utilized in the performance of the Scope of Work Authorization upon completion of the project. Following is the schedule for payment:

1. **Emergency Services for Content and Structure, 100% Complete. Amount Due \$66,177.39**



Dr. Robert Carhart

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2. Work Authorization to Proceed is signed, work has commenced and 70% of estimate for structure \$244,696.07 and 50% of estimate for contents \$82,875.78 will be due and is to be paid upon receipt of invoice..
3. Upon completion of services, the final detailed invoice will be prepared, reconciled with payments, and submitted for payment under the agreed scope of work.
4. Failure to maintain this schedule may result in work stoppage at the sole discretion of NBD.
5. **Best Efforts:** NBD and Customer acknowledge that the property, which is the subject of this work, may have been involved in a flood, fire or other catastrophe. NBD will perform the work on a "Best Efforts" basis, and, therefore, will work in conjunction with local service providers for normal preventative maintenance service agreements following the completion of the work and functional testing.
6. **Causes Beyond Control:** If any circumstance or event which is beyond the reasonable control of NBD delays the performance of any of NBD's obligations under this agreement or makes any of those obligations impossible to perform, NBD will not have any liability for that delay or non-performance
7. **Consents And Permits:** Any Federal, State or Local permits required for the performance of the work are the responsibility of Customer. If identified in the Scope of Work, NBD may obtain such permits and consents on Customer's behalf at Customer's expense. Both NBD and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.
8. **Hazardous Disposal:** NBD's disposal, under the Scope of Work, of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material will be made in the name of Customer and under any applicable generator number or other identification assigned by Customer.
9. **Indemnity:** Each party agrees to indemnify, hold harmless and defend the other party hereto and the party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/ or the conditions to which this contract pertains, to the extent that any such claim, demand, cause of action and/ or liability is attributable to the breach of the contract, negligence or other fault of the indemnifying party.
10. **Jurisdictions, Venue And Governing Law:** The parties hereby irrevocably consent to the jurisdiction of the Courts of the State of Ohio and any Federal court located in such State in connection with any dispute between the parties hereto including any action or proceeding arising out of or relating to this contract, or any document or instrument delivered pursuant to, in connection with, or simultaneously with this contract or any such document or instrument. The parties also hereto consent that venue of any action brought under this agreement shall be exclusively in Summit County, Ohio. This contract shall be construed in accordance with the laws of the State of Ohio, without giving effect of conflict to laws.
11. **No Consequential Damages:** No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this contract or its agents or employees in the performance of a party's obligations under this contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this contract, or otherwise, and each party expressly waives any such claims.
12. **Cancellation:** In the event that the customer cancels this project after executing a Scope of Work Authorization, the customer will be held responsible for payment of all costs, charges and expenses (to include travel, lodging and per diem), equipment fees, labor fees and administration fees incurred to the point of cancellation. Furthermore a restocking fee for parts or supplies specifically purchased for this project will be charged at a rate of 15% of the purchase price or fifty dollars (\$50.00 US), whichever is greater.
13. **Entire Agreement:** This contract and the exhibits hereto comprise the complete agreement of the parties. No engagements, promises, representations, or warranties have been made by either party except as expressly stated in this contract and its exhibits, and the parties hereby expressly disclaim all implied warranties. All modifications to this contract shall be in writing, signed by both parties, hereto. This contract and exhibits supersede and replace all prior oral and written agreements between the parties.

Dr. Robert Carhart

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I have read and understand the items contained in this document:

For Customer:

Dr. Roy H. Carhart
Print

[Signature]
Sign

2/3/09
Date

For NBD International Inc.:

Mark S. T. 5
Print

[Signature]
Sign

2/3/09
Date