

**ALCM****AMALGAMATED**  
Loss Control Management

## LOSS CONTROL SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_, hereinafter called the "Owner", and Amalgamated Loss Control Management LLC, an Indiana limited liability company, hereinafter called the "Service Agent".

Whereas, Owner is the owner of the Properties listed Exhibit "A", attached hereto and made a part hereof (the "Properties");

Whereas, Owner desires to employ Service Agent exclusively to advise on safety and risk exposures of said Properties, including Properties loss control surveys, and such engineering surveys and related support required, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS: The above recitals are true and correct and are incorporated herein by reference.

2. SERVICES FEE: Owner recognizes and authorizes Service Agent to provide the Services (hereinafter defined) for the Properties and shall compensate Service Agent in accordance with the rates set forth below (herein, the "Services Fee"). Such compensation is due and payable upon delivery of written invoice to Owner.

Year 1: \$500 per apartment complex

Each Year Thereafter: \$300 per apartment complex

3. SERVICES: The duties and responsibilities of Service Agent in connection with the Properties are as follows (herein, the "Services"):

a. To supervise and implement loss control surveys, engineering surveying support, and to recommend corrective measures as needed for the Properties in order to achieve the most advantageous loss control and safety results.

b. Service Agent shall maintain and provide to Owner the data and analysis created and obtained in providing the Services.

c. As needed, to provide written notice of corrective action that is required for the Properties or any of them to remain insurable and eligible for inclusion under any insurance policy maintained or controlled by Service Agent.

d. If requested by Owner, to coordinate the placement of the Properties under an insurance policy maintained or controlled by Service Agent as the primary named insured.

#### 4. TERM:

(a) The term of this Agreement shall commence on the date hereof and shall continue thereafter until written termination by either party in accordance with this Agreement. Either party may elect to terminate this Agreement in its sole discretion for any or no reason upon not less than thirty (30) days written notice to the other. Upon termination, Service Agent shall deliver to Owner all papers, books, records and materials maintained by Service Agent on behalf of the Owner in connection with the provision of the Services. The termination of this Agreement shall not affect the right of Service Agent to receive any outstanding Services Fee that has accrued as of the date specified in such termination notice. This paragraph 4 shall survive any termination of this Agreement.

(b) Owner understands that any termination of this Agreement shall result in the cancellation of any insurance coverage placed by Service Agent on behalf of Owner in accordance with paragraph 3.d. hereof. Such termination of insurance coverage shall be effective on the date this agreement is terminated and shall occur automatically and without any notice by the Service Agent or insurer of the Properties (other than notice of termination of this agreement if given by Service Agent pursuant to paragraph 4.a. above). Service Agent shall, within 90 days following termination, coordinate any refund of the unearned premium from the insurer of the Properties that is due to the Owner as a result of the termination of such insurance coverage.

5. DUTY; EFFORTS: Service Agent agrees to use commercially reasonable good faith efforts in providing the Services. Service Agent shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which Service Agent may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

6. DOCUMENTATION: Upon request, Service Agent shall provide Owner with copies of all documents pertaining to the provision of the Services for the Properties.

7. RELATION OF THE PARTIES: Service Agent is retained by the Owner only for the purpose and to the extent set forth in this Agreement and his relation to the Owner shall, during the term of this Agreement, and the provision of the Services hereunder, be that of an independent vendor, and Service Agent shall not be considered or deemed an employee, partner or otherwise with Owner.

8. ASSIGNMENT: This Agreement is not assignable by Owner. Service Agent may employ such parties as necessary to assist in the provision of the Services, at Service Agent's expense. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their succes-



sors and assigns except as above limited.

9. NOTICES: All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (notwithstanding lack of actual receipt by the addressee) (i) when delivered by personal delivery or by facsimile (with delivery confirmation proof) or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, UPS or Federal Express), addressed to the party to whom notice is intended to be given at the address set forth below:

As to Owner:

\_\_\_\_\_  
\_\_\_\_\_

As to Service Agent:

Ben Z. Goldberg  
Amalgamated Loss Control Management  
21 Robert Pitt Drive, Suite 201  
Monsey, New York 10952

Address:

\_\_\_\_\_  
\_\_\_\_\_

10. COMPLETE AGREEMENT: This Agreement constitutes all of the understandings and Agreements of whatsoever nature or kind existing between the parties with respect to the Service Agent's provision of the Services. Any change or modification must be evidenced by a written instrument executed by both parties.

11. SEVERABILITY: Should any court of competent jurisdiction decide, hold, adjudge or decree that any provision, paragraph, clause or term of this Agreement is void or unenforceable in a particular situation, such determination shall not affect any other provision of the Agreement, and all other provisions of this Agreement shall remain in full force and effect.

12. LAWS: This Agreement shall be interpreted and construed under the laws of the state of New York.

13. LITIGATION FEES: Should any litigation be commenced between the Owner and the Service Agent concerning this Agreement or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled to a reasonable sum as and for attorney's fees, together with reasonable costs related thereto.



14. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.

15. STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any of the terms or provisions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement upon this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: \_\_\_\_\_

Service Agent: \_\_\_\_\_

Exhibit "A"

Apt. Complex: \_\_\_\_\_ Address: \_\_\_\_\_

Apt. Complex: \_\_\_\_\_ Address: \_\_\_\_\_

Apt. Complex: \_\_\_\_\_ Address: \_\_\_\_\_

Apt. Complex: \_\_\_\_\_ Address: \_\_\_\_\_