

CONTRACTOR AGREEMENT

DATE: _____

JOB LOCATION: _____

CONTRACTOR: _____

WASHINGTON REIT WASHINGTON REAL ESTATE INVESTMENT TRUST

CONSULTANT: _____

SCOPE OF WORK: _____

DESCRIPTION OF WORK: _____

Washington REIT, as either the owner of the Job Location or the agent of the owner of the Job Location, and Contractor agree to the following terms and conditions concerning any and all Work performed at the above-referenced job location as described above and any subsequent change orders:

1. CONTRACT DOCUMENTS

1.1 The "Contract Documents" consist of this Contractor Agreement (this "Agreement"), the other documents listed in Section 1.2 of this Agreement, and any subsequent, approved Change Orders (as hereinafter defined). The Contract Documents form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

1.2 Other documents, drawings, specifications, if any, forming part of the Contract Documents are as follows: _____

1.3 In the event of any conflict between this Agreement and any of the other Contract Documents, the terms of this Agreement shall govern and control.

2. SCOPE OF WORK

2.1 Contractor shall execute the entire construction and services (the "Work") described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows: _____

2.2 Washington REIT reserves the right to order changes in the nature of additions, deletions, or modifications to the Work, without invalidating the Contract. All such changes must be documented with a written change order signed by an authorized employee of Washington REIT (a "Change Order"). The parties agree to make corresponding adjustments in the contract price and time for completion, if applicable, based upon the Change Order. The parties must mutually agree in writing as to the amount of any adjustment in the contract price (i.e., either a credit or a charge to Washington REIT) or the time for completion before Contractor starts the Work described in the Change Order.

2.3 If there is a Consultant as identified on the first page, Consultant shall be responsible for administering this Contract on behalf of Washington REIT, provided that Consultant shall not be authorized to approve any changes in the scope of work or increases in cost, each of which shall require the prior written consent of Washington REIT, as provided elsewhere herein. Consultant shall not be responsible for Contractor's obligations under the Contract, for which Contractor shall remain fully obligated, including the direction, supervision, coordination and performance of the Work. Consultant shall review and certify Applications for Payments and other submittals by Contractor to Washington REIT and shall perform the final inspection and certification of Substantial Completion and Completion (as such terms are hereinafter defined) of the Work.

3. TERM

3.1 The initial term of the Contract shall be for a period of _____ () months (plus the partial month in which the Contract commences if the Contract does not commence on the first day of a month) ("Initial Term"), such that the Initial Term commences on the ____ day of _____, 20__ and expires on the last day of _____, 20__.

4. CONTRACT AMOUNT

4.1 Washington REIT shall pay Contractor in current funds for Contractor's satisfactory and full performance of the Contract the sum of _____ and ___/100 Dollars (\$_____) (the "Contract Sum"), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by Washington REIT: _____

4.3 Unit prices, if any, are as follows: _____

4.4 Other alternates which may be accepted by Washington REIT at any time during the project (unless otherwise specified): _____

5. METHOD OF PAYMENT

5.1 Washington REIT agrees to render payment in full of the Contract Sum (subject to any authorized adjustments pursuant to the Contract Documents) within thirty (30) days after satisfactory Completion (as hereinafter defined) of all Work, receipt by Washington REIT of a true and accurate invoice, and receipt by Washington REIT of a release of mechanic's liens from Contractor and all subcontractors and evidence of payment of all suppliers. Notwithstanding anything to the contrary contained elsewhere in the Contract Documents, Washington REIT may withhold from any payment, including final payment, any amounts reasonably necessary to protect Washington REIT (and the owner, if Washington REIT is not the owner) from any actual or potential liability or damage for which Contractor would be responsible hereunder, including liens.

5.2 It is agreed and understood that the term "Completion" shall mean the date on which Washington REIT and Contractor perform final inspection of the Work performed and both agree that the terms and conditions of the Contract are fully satisfied, subject to any warranties and other obligations hereunder that necessarily survive Completion.

Progress Payments

5.3 Contractor may apply for progress payments by application to Washington REIT ("Applications for Payment") periodically during the performance of the Contract based upon the percentage of the Work performed through the date of application. The Application for Payment shall include satisfactory evidence of payment of all suppliers and release of mechanic's liens from Contractor and all subcontractors for all Work during the period covered by the Application for Payment. After certifying the progress of the Work and correctness of the Application for Payment, and further upon Washington REIT's receipt of partial lien waivers for all Work performed through the period covered by the Application for Payment, Washington REIT shall make progress payments on account of the Contract Sum to Contractor as provided

below and elsewhere in the Contract Documents. Notwithstanding the foregoing, no payment made under this Contract shall be deemed to be evidence of the performance of this Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials.

- 5.4 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: _____

- 5.5 Each Application for Payment shall be based upon the schedule of values submitted by Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as Washington REIT may require. This schedule shall be used as a basis for reviewing Contractor's Applications for Payment.
- 5.6 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.7 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.7.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %);
- 5.7.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the Job Location for subsequent incorporation in the completed construction (or, if approved in advance by Washington REIT, suitably stored off the Job Location at a location agreed upon in writing), less retainage of _____ percent (_____ %); and
- 5.7.3 Subtract the aggregate of previous payments made by Washington REIT.
- 5.8 The progress payment amount determined in accordance with Paragraph 5.7 shall be further modified under the following circumstances:
- 5.8.1 Add, upon Substantial Completion (as hereinafter defined) of the Work, a sum sufficient to increase the total payments to _____ percent (_____ %) of the Contract Sum, less such amounts as Washington REIT shall determine for incomplete Work and unsettled claims.

5.8.2 It is agreed and understood that the term “Substantial Completion” shall mean the date on which Contractor has substantially performed the Work such that Washington REIT can use or occupy the Work for its intended purpose (and Contractor has obtained a certificate of occupancy, if applicable), subject to minor “punch list” items.

5.9 Reduction or limitation of retainage, if any, shall be as follows: _____

_____.

Final Payment

5.10 Final payment, constituting the entire unpaid balance of the Contract Sum (subject to any appropriate adjustments pursuant to the Contract Documents), shall be made by Washington REIT to Contractor when the Contract has been fully performed and satisfactorily Completed by Contractor, except for Contractor’s responsibility to correct nonconforming Work and to satisfy warranties and other requirements, if any, which necessarily survive final payment, and further upon Washington REIT’s receipt of final lien waivers for all Work performed.

6. COMPLETION DATE

6.1 Contractor shall commence performance of the Work within ____ days of commencement of the Contract. Contractor shall achieve Substantial Completion of the entire Work no later than _____ days after commencement of the Work and shall achieve final Completion of the entire Work no later than _____ days after Substantial Completion.

6.2 Contractor acknowledges and agrees that time is of the essence in completing the Work required hereunder.

6.3 If Contractor fails to achieve Substantial Completion of the Work on or before the scheduled Substantial Completion Date set forth in Paragraph 6.1 as such date may be modified in accordance with the terms of the Contract Documents, Contractor shall pay Washington REIT liquidated damages, and not as a penalty, in the amount of \$_____ per calendar day until Substantial Completion of the Work is achieved.

6.4 The liquidated damages provided for herein shall be Washington REIT’s exclusive damage remedy for Contractor’s failure to complete the Work on or before the date of Substantial Completion therefor, but such damages shall in no way limit Washington REIT’s entitlement to damages for any other injury, damage or loss, other than for delay, for which Contractor may be responsible pursuant to the terms of this Contract or applicable law.

6.5 The parties acknowledge and agree that the actual damages for any delay in Substantial Completion are, at the time of the making of this Contract, uncertain and

difficult to determine with exactness. Additionally, the parties acknowledge and agree that the amount fixed is not out of all proportion to the probable loss. Contractor hereby expressly waives any and all rights that it might otherwise have under the law to contest the enforceability of this liquidated damages provision. Without limitation, Contractor hereby waives any defense as to the validity of any liquidated damages stated in the Contract on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

7. RESPONSIBILITIES OF CONTRACTOR

- 7.1 Contractor acknowledges that it has inspected and become familiar with the Job Location and the local conditions under which the Work is to be performed, such that the price quoted to Washington REIT in Contractor's bid is fully inclusive of all equipment, services, labor and materials necessary to accomplish the Work. The quoted price shall also include compliance with all building and mechanical codes, payment of taxes, payments to Contractor's employees, subcontractors and material suppliers, and application for and receipt of any licenses, permits and approvals, as well as performance of any work needed to modify the existing Job Location conditions as required to perform the Work.
- 7.2 Contractor shall furnish and pay for all labor, materials, supplies, services, scaffolding, tools, equipment, machinery, utilities, transportation, engineering, supervision, plant, and all other facilities and services necessary for the proper performance and completion of the Work in accordance with the Contract Documents.
- 7.3 Contractor shall be solely responsible for all Work to be performed under the Contract, including the techniques, sequences, procedures and means, and for coordination of all Work. Contractor shall coordinate, supervise and direct the Work to the best of Contractor's ability, and give it all attention necessary for such proper coordination, supervision, direction and completion.
- 7.4 Contractor shall perform the Work in a good, workmanlike, first class and prompt manner, using new materials only (unless otherwise agreed in the Contract Documents), and in accordance with the requirements of any insurance company insuring the Job Location or any portion thereof and all applicable laws, rules, regulations, codes and ordinances. Contractor shall promptly and timely commence, and diligently perform and complete the Work to the satisfaction and acceptance of Washington REIT within the time specified in the Contract Documents.
- 7.5 Contractor acknowledges that the Job Location is occupied at the time the Work will be performed, and while performing the Work Contractor agrees to use its best efforts not to interfere with the daily operation of the Job Location, to minimize the disruption to Washington REIT's and any tenant's, other occupant's or invitee's use of the Job Location and to perform the Work in a manner that will not impede or obstruct the ongoing business of Washington REIT, tenants and other occupants at the Job Location. Contractor hereby agrees to be responsible for any and all damage caused by Contractor's or its employee's or agent's actions or omissions to any

equipment or other property owned by Washington REIT, or any tenants or other occupants, or their agents, invitees, customers or guests at the Job Location.

- 7.6 Contractor acknowledges that Washington REIT shall have the right and ability to contract with other contractors to perform other construction or services at the Job Location. Contractor shall cooperate with any other contractors performing work at the Job Location to the effect that their work shall not be impeded by Contractor's Work, and Contractor shall give such other contractors access to the Job Location that is necessary to perform their contracts.
- 7.7 Contractor shall cooperate with Washington REIT to prevent injuries to any and all persons and damage to any property at the Job Location. Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the Work. In this regard, Contractor shall take all necessary precautions for the safety of all employees and other persons whom the Work might affect, all equipment, supplies and materials incorporated in the Job Location, and all property and improvements at the Job Location and adjacent to the Job Location, and shall comply with all applicable safety laws, ordinances, rules, regulations and orders.
- 7.8 Contractor shall provide, erect and maintain proper warning signals, signs, lights, barricades, and fences on and along the line of the Work and shall take all other necessary precautions for the protection of the Work and the safety of the public.
- 7.9 Contractor agrees to keep the Job Location and adjoining ways free of waste material and rubbish caused by the Work, and Contractor shall confine all construction debris, materials and equipment to the specified area for performance of the Work within the Job Location. Contractor further agrees to remove all such waste material and rubbish on termination of the Work, together with all of Contractor's tools, equipment, machinery and surplus materials. Contractor agrees, on terminating the Work at the Job Location, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls as may have been affected by the Work.
- 7.10 Contractor will be responsible for providing and distributing all applicable Material Safety Data Sheets (MSDS). Contractor shall handle, store, dispose of and install all materials and supplies in accordance with the manufacturer's instructions.
- 7.11 Contractor will post performance and payment bonds as follows: _____

_____.

8. INSPECTION/GUARANTEES OF WORK

- 8.1 A final inspection will be performed by Contractor and Washington REIT or a duly appointed representative within _____ after completion of all Work.

8.2 At Contractor's sole cost and expense, Contractor shall repair and make good any defect in Contractor's Workmanship or materials that may appear within _____ years after the date of final acceptance of the Work, it being understood that Contractor's obligation under this section shall not be conditioned upon a determination of any reason or cause for the existence of such defect.

8.3 Other warranty provisions: _____

_____.

8.4 Contractor warrants that any software contained in the equipment or systems that Contractor provides for use by Washington REIT shall include, at no additional cost to Washington REIT, design and performance features and capabilities to ensure that the software will not be inaccessible and that the software will not provide invalid or incorrect results. Contractor agrees that it shall not substitute any equipment or systems supplied to Washington REIT that do not meet the forgoing requirements.

8.5 The provisions of this Section 8 shall survive expiration or termination of the Contract.

9. SCHEDULING

9.1 Prior to starting the work, Contractor shall provide Washington REIT with a detailed construction schedule. In the event that the Work requires temporary deactivation of any of the building systems, Contractor shall obtain Washington REIT's prior written approval as to the time and date of such deactivation so that appropriate action can be taken to notify building tenants and occupants and minimize the disruption to the daily operation of the Job Location. Washington REIT reserves the right to require that Contractor perform any portion of the Work that requires temporary deactivation of any of the building systems overnight or during weekends.

9.2 Work hours: _____
In the event that it is necessary for Contractor to perform any of the Work before or after the work hours set forth above, Contractor shall notify Washington REIT in advance and obtain its approval to any changes. Prior to execution of this Agreement, Contractor has disclosed to Washington REIT all activities that could create excessive noise. Contractor shall restrict all such activities that cause excessive noise to hours other than regular business hours at any commercial Job Location and hours other than early morning/late evening hours at any residential Job Location. Washington REIT further reserves the right to require that Contractor perform any portion of the Work that produces excessive noise at times other than during the work hours set forth above in order to minimize the disruption to the tenants and other occupants at the Job Location.

9.3 Projected timeline: _____

_____.

9.4 Construction meetings: _____

_____.

10. COMPLIANCE WITH LAWS

- 10.1 Contractor shall comply with all laws and ordinances, and the rules, regulations and orders of all public authorities relating to the performance of the Work under and pursuant to the Contract Documents, whether local, state, or federal. If any of the Contract Documents are at variance with any such laws, ordinances, rules, regulations or orders, Contractor shall notify Washington REIT promptly on discovery of such variance.
- 10.2 Contractor shall secure all necessary licenses, permits and approvals from the relevant government agencies for proper completion of the Work to be performed by Contractor as required by any laws, including but not limited to the Environmental Laws (as hereinafter defined), in connection with any Work performed or to be performed at any Job Location by Contractor, paying the fees for such licenses, permits and approvals. Contractor shall provide Washington REIT with copies of all such licenses, permits and approvals prior to commencing the Work.
- 10.3 Contractor shall pay any and all local, state, and/or federal taxes levied against Contractor's payroll and any benefits prescribed by law for all its employees while performing the Work at any Job Location. Contractor further shall pay all taxes required by law in connection with the Work on the project and in accordance with the Contract including sales, use, and similar taxes, and agrees to reimburse Washington REIT for any such taxes or contributions which by law Washington REIT may be required to pay.
- 10.4 The parties hereby incorporate by reference, as applicable, the equal opportunity clauses of 41 C.F.R. Sections 60-1.4(a)(7), 60-300.5 and 60-741.5, which require covered federal subcontractors to comply with equal opportunity, nondiscrimination and affirmative action requirements.

11. ENVIRONMENTAL MATTERS

- 11.1 Contractor, its employees, agents, subcontractors, and invitees shall, at Contractor's expense, comply with all Environmental Laws (as herein defined) in connection with the performance of the Work at any Job Location and shall obtain, maintain and comply with all necessary environmental permits, approvals, registrations and licenses.
- 11.2 Contractor, its employees, agents, subcontractors, and invitees shall not treat, produce, handle, transfer, process, transport, dispose, store, release, use, generate, release, manufacture, treat, refine, produce, process, dump or dispose of any

Hazardous Substances (as herein defined) at, on, under, or about the Job Location, or transport to or from the Job Location any Hazardous Substances, in violation of any Environmental Laws.

- 11.3 Contractor shall not cause or permit to occur any violation of any Environmental Laws and shall not permit its employees, agents, subcontractors or invitees to violate any Environmental Laws. Without limitation, Contractor shall not cause or permit to exist as a result of an intentional or unintentional act or omission on its part, the releasing, spilling, leaking, pumping, pouring, emitting or dumping from, on or about the Job Location, in violation of any Environmental Laws.
- 11.4 Should there be any discharge, spill, injection, escape, emission, disposal, leak or other release of Hazardous Substances at the Job Location, if required by the Environmental Laws Contractor shall immediately notify the relevant government agencies, and Contractor shall take all steps necessary to promptly clean up such discharge, spill, injection, escape, emission, disposal, leak or other release in accordance with the Environmental Laws. Should Washington REIT, any governmental authority (an "Authority") or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs in violation of this Section 11 and/or as a result of Contractor's performance of any Work at the Job Location, then Contractor shall, at Contractor's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Contractor shall carry out all such clean-up plans following their approval by Washington REIT and all applicable Authorities. Contractor shall also receive certification from the relevant Authorities that said Job Location has been cleaned up to the satisfaction of those Authorities.
- 11.5 In addition, Contractor shall, at its expense, obtain all necessary licenses, permits or approvals from the relevant Authorities as required by the Environmental Laws in connection with any Work performed at the Job Location. Contractor additionally shall, at Contractor's expense, make all submissions to, provide all information required by, and comply with all requirements of all Authorities under the Environmental Laws. Contractor shall provide Washington REIT with copies of any environmental audit prepared by or for Contractor with respect to the Job Location and any report(s) or filing(s) made by Contractor with any Authority relating to the Job Location.
- 11.6 All Work shall be performed in accordance with U.S. Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH), and National Fire Protection Association (NFPA) regulations, and American Society for Testing and Materials (ASTM) and Underwriters Laboratories (UL) standards, and any other applicable federal and local government regulations concerning asbestos or related construction activities. In the event of conflicting requirements, the most stringent provisions shall be applicable. Governing regulations include, but are not limited to the following:

- 11.6.1 U.S. EPA Regulation 40 CFR §§ 61.01, 61.140, et seq., and any other applicable U.S. EPA regulations or guidance; and
- 11.6.2 OSHA Regulation 29 CFR §§ 1910, 1926, et seq., in their entirety, as amended, as well as any other applicable OSHA regulations or guidance; and
- 11.6.3 If the Job Location is in Maryland, Maryland Annotated Code, Environmental §6-401, et seq., and as amended, as well as any other applicable Maryland laws, regulations, or guidance and
- Or 11.6.3 If the Job Location is in Virginia, Asbestos Contractors and Workers Act, Chapter 5, Virginia Code, § 54.1-517, et seq., and as amended, and Asbestos Licensing regulations of the Department of Commerce, as well as any other applicable Virginia laws, regulations, or guidance; and
- Or 11.6.3 If the Job Location is in the District of Columbia, District of Columbia Annotated Code, § 8-111, et seq., and as amended, as well as any other applicable District of Columbia laws, regulations, or guidance; and
- 11.6.4 ASTM standards pertaining to asbestos-containing materials, and any other applicable ASTM Standards; and,
- 11.6.5 NFPA 255, and any other applicable NFPA regulations.
- 11.7 Contractor's attention is directed to the fact that all Work under this Contract shall be performed in strict accordance with the most recent version of the amended OSHA standard, including but not limited to the notification, education and training, and specific work practices provisions thereof. Furthermore, Contractor is responsible for ensuring the compliance of all subcontractors, as well as any others under Contractor's direction.
- 11.8 Contractor shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of any Hazardous Substances at, to or from the Job Location that is requested by Washington REIT. In the event Contractor discovers any Hazardous Substances or learns of any breach of any Environmental Laws pertaining to the Work and/or the Job Location, Contractor shall immediately notify Washington REIT thereof.
- 11.9 If Contractor fails to fulfill any duty imposed under this Section 11 within ten (10) days, Washington REIT may do so; and in such case, Contractor shall cooperate with Washington REIT in order to prepare all documents Washington REIT deems necessary or appropriate to determine the applicability of the Environmental Laws to the Job Location and Contractor's performance of Work at the Job Location, and for compliance therewith, and Contractor shall execute all documents promptly upon Washington REIT's request. No such action by Washington REIT and no attempt made by Washington REIT to mitigate damages under any Environmental Laws shall be deemed a waiver or release of any of Contractor's obligations under this Section 11.

- 11.10 Contractor's obligations under this Section 11 shall survive the expiration or early termination of the Contract.
- 11.11 Contractor shall indemnify, defend, protect and hold harmless Washington REIT, the owner of the Job Location (if Washington REIT is not the owner) and their respective officers, directors, trustees, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys and consultants' fees) arising out of or in any way connected with (1) any deposit, spill, discharge or other release of Hazardous Substances that arises at any time from Contractor's or its employees', agents', subcontractors', or invitees' performance of Work at the Job Location; (2) any failure to provide all information, make all submissions and take all steps required by all Authorities under the Environmental Laws with respect to the performance of any Work at the Job Location by Contractor; and (3) Contractor's or its employees', agents', subcontractors', or invitees' breach of this Section 11, whether or not Contractor has acted negligently with respect to such Hazardous Substances.
- 11.12 As used in this Agreement, the term "Hazardous Substances" means (1) any substance designated pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act; (2) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act; (3) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act; (4) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act; (5) any hazardous air pollutant listed under Section 112 of the Clean Air Act; (6) any imminently hazardous chemical substance or mixture with respect of which the Administrator of the United States Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act; (7) any petroleum and petroleum products, including crude oil or any fraction thereof, as well as natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel and mixtures of natural gas and such synthetic gas; and (8) any substance, waste, or other material considered hazardous, dangerous, or toxic under any applicable state, local or federal law, code, ordinance or regulation.
- 11.13 As used in this Agreement, the term "Environmental Laws" shall mean and refer to the entirety of the federal acts, portions of which are referenced herein and any other applicable federal and all state and local laws, codes, ordinances, rules, regulations, and directives governing the discharge, emission or disposal of any pollutant in, to or from the Job Location or the environment and prescribing methods for storing, handling or otherwise managing Hazardous Substances and wastes including, but not limited to, the then current versions of the following federal statutes, their state analogs, and the regulations implementing them: the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.) and the Toxic Substances Control Act (15 U.S.C. §2601 et seq.).

12. WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS

- 12.1 Contractor represents and warrants to Washington REIT that all equipment and materials (including but not limited to software) used in the Work, and made a part of the structure of such Work, or placed permanently in connection with such Work, will be new unless otherwise specified in the Contract Documents, of good quality, free of defects, and in conformity with the Contract Documents. It is understood and agreed between the parties to the Contract that all equipment and materials not in conformity will be considered defective.
- 12.2 Contractor warrants and guarantees that all Work performed and materials and equipment furnished by Contractor will conform to the requirements of the plans and specifications of the Contract Documents as to the kind, quality, function of the equipment and characteristics of material and Workmanship. In the event any deficiency, defects, faults or imperfections of materials, equipment or Workmanship shall appear, Contractor, upon receiving written notice thereof from Washington REIT, will immediately correct and repair the same at the expense of Contractor. Contractor shall assign to Washington REIT any and all written warranties and guarantees from Contractor's subcontractors and suppliers of any materials and labor to the Job Location for the entire term that such warranties and guarantees are in effect.
- 12.3 When it appears to Contractor or Washington REIT during the course of construction or thereafter that any Work does not conform to the provisions of the Contract Documents, Contractor shall make necessary corrections at Contractor's sole cost and expense so that such Work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or quality of performance in Work supervised by Contractor or by a subcontractor of Contractor.
- 12.4 The provisions of this Section 12 shall survive expiration or termination of the Contract.

13. LIENS

- 13.1 Contractor shall promptly pay anyone furnishing labor, materials, services or equipment to Contractor for the Work. In all cases of nonpayment by Contractor, Washington REIT is authorized, at Contractor's expense, to make such payments. If at any time there shall be any lien or claim for which, if established, Washington REIT (or the owner, if Washington REIT is not the owner) may be liable and which is chargeable to Contractor or to any party claiming through Contractor, Washington REIT shall have the right to retain out of any payment due or to become due to Contractor, any amount sufficient to completely indemnify Washington REIT (and the owner, if Washington REIT is not the owner) against any such lien or claim (with Contractor being liable to pay the excess, if any, within ten (10) days of written demand therefor), and Washington REIT shall have the right, at Contractor's expense, to discharge such lien by bonding. Such rights are in addition to, and not in lieu of, any other rights and remedies allowed under the Contract or by law.

13.2 The provisions of this Section 13 shall survive expiration or termination of the Contract.

14. CESSATION OF WORK

14.1 Washington REIT may without cause suspend the Work to be performed or being performed by Contractor in whole or in part for such period of time as Washington REIT may determine. Washington REIT may exercise this right by giving Contractor written notice thereof, and the suspension shall take effect immediately upon receipt of the notice by Contractor or Contractor's employees or agents. In the event Washington REIT suspends the Work, an adjustment shall be made for any increase in the cost or time of the performance of the Work, including a reasonable profit on the increased cost of performance, caused by such suspension, if Washington REIT later reinstates the Work. No adjustment shall be made to the extent that the performance is, was or would have been suspended, delayed or interrupted by another cause for which Contractor is responsible or beyond Washington REIT's reasonable control or for which an equitable adjustment is made or denied under another provision of the Contract.

14.2 If Washington REIT shall consider it necessary or desirable for any reason whatsoever before completion of the Work described under the Contract to postpone or abandon further Work, the Contract may be terminated by Washington REIT and in that event Washington REIT shall pay Contractor such proportion of the contract price due to Contractor as the Work actually completed bears to the entire Work to be performed by Contractor under the Contract, as determined by Washington REIT, less any payments which may already have been made to Contractor and any amounts withheld by Washington REIT to settle claims against or to pay the indebtedness of Contractor or otherwise permitted to be deducted pursuant to this Agreement.

15. LIABILITY AND INDEMNIFICATION

15.1 Contractor shall indemnify, defend and hold harmless Washington REIT (and the owner, if Washington REIT is not the owner), and its/their respective officers, shareholders, trustees, partners, tenants, guests, licensees, agents, employees, consultants, successors and assigns (collectively, the "Washington REIT parties") from and against any and all claims, losses, costs, liabilities, fines, expenses, claims, suits, judgments, damages, or causes of action of any kind, nature or description whatsoever asserted by or on behalf of any person, entity or governmental authority including any and all costs, attorneys fees and expenses arising therefrom, based on or arising out of (1) Contractor's performance of (or failure to perform or failure to perform properly) any Work; (2) any act or omission of Contractor or any employee, agent, subcontractor or invitee of Contractor relating to any Work; (3) any accident or negligence while the Work is being performed or while any equipment is under the control of Contractor or its employees, agents, subcontractors or invitees; or (4) any accident, injury or damage whatsoever to any person or the property of any person, occurring in or at the Job Location with respect to the Work, unless the same

was caused by the sole gross negligence or willful misconduct of Washington REIT or its employees or agents.

- 15.2 The Washington REIT parties shall not be liable to Contractor, its employees, agents, subcontractors, invitees or any other person or entity claiming through Contractor for any damage (including indirect and consequential damage), injury, loss or claim based on or arising out of any cause whatsoever including the Washington REIT parties' negligence. All personal property stored or placed by Contractor or its employees, agents, subcontractors, invitees or any other person or entity claiming through Contractor in or about the Job Location shall be at the sole risk of Contractor, and the Washington REIT parties shall not in any manner be held responsible therefor. Wherever and whenever in any documents, drawings or specifications incorporated herein as listed in Section 1.2 hereof, any Change Order or other contract or agreement entered by and between Washington REIT and Contractor relating to any Work to be performed at any Job Location there is a provision requiring Washington REIT or any other Washington REIT party to indemnify, defend or hold harmless Contractor, such provision shall be deemed to be deleted and to be null and void and of no force or effect whatsoever, and any conflict between this Agreement and any such other document, drawing, specification, Change Order or other contract or agreement shall be construed in favor of this Agreement, and the terms and conditions of this Agreement shall take precedence over and supersede such conflicting provision.
- 15.3 If Washington REIT is not the legal owner of record of the Job Location, then Washington REIT is executing this Agreement solely in its capacity as agent for the owner of the Job Location.
- 15.4 The provisions of this Section 15 shall survive expiration or termination of the Contract.

16. DAMAGE

- 16.1 Contractor and its employees, agents, subcontractors and invitees shall not in any manner deface or injure the Job Location or any part thereof. All damages or injury to the Job Location caused by Contractor or its employees, agents, subcontractors or invitees shall be repaired by Contractor at Contractor's sole cost and expense. In the event that Contractor shall fail to make such repairs, then Washington REIT shall have the right to make any repairs, alterations and replacements (structural, nonstructural and otherwise) as Washington REIT deems necessary and any charge or cost so incurred by Washington REIT shall be paid by Contractor within ten (10) days from the date Washington REIT gives Contractor notice of the amount of the charge or cost. In addition, and not in lieu of any and all other rights or remedies provided for in the Contract, Washington REIT shall have the right to deduct said amounts from any compensation due Contractor under the Contract, (with Contractor being liable to pay the excess, if any, within ten (10) days of written demand therefor). The rights granted to Washington REIT under this Section 16 shall be construed as an additional remedy granted to Washington REIT and not in limitation

of any other rights and remedies which Washington REIT has or may have in said circumstances.

16.2 The provisions of this Section 16 shall survive expiration or termination of the Contract.

17. GENERAL

17.1 Contractor agrees at the request of Washington REIT to have any of Contractor's agents, employees or invitees removed from the Job Location for any period of time for demonstrating incompetence or job misconduct.

17.2 No radios or other music generating equipment is to be allowed at the Job Location.

17.3 Contractor, its agents, employees and invitees shall not drink alcoholic beverages, gamble, use foul or abusive language or use any controlled substance while at the Job Location.

17.4 Contractor, its agents, employees and invitees shall not congregate in the common areas of the building or in the front of the building at the Job Location.

17.5 Contractor shall not inscribe, paint or affix any sign on or at any part of the Job Location without Washington REIT's prior written consent. At Washington REIT's request, Contractor agrees to promptly remove any such sign and if Contractor fails to do so, Washington REIT shall have the right to remove the same and Contractor shall be liable for any and all expenses incurred by Washington REIT in said removal.

17.6 Contractor, its agents, employees and invitees will observe and conform to any special safety and fire protection rules that may be in force, including but not limited to those concerning smoking where such is prohibited.

17.7 Contractor, its agents, employees and invitees shall not be permitted to smoke inside any building or near entrances to any building at the Job Location.

17.8 Contractor, its agents, employees and invitees shall comply with any other requirements or restrictions of Washington REIT regarding the Job Location, which may include the parking of vehicles, use of restroom facilities, and wearing of identification badges or uniforms by Contractor's employees.

18. INSURANCE

18.1 Contractor will not do or permit anything to be done in or at the Job Location or bring or keep anything therein which shall in any way increase the rate of fire or other insurance of said Job Location or the property kept therein, or obstruct, or interfere with the rights of Washington REIT or any of its tenants or occupants, or in any way injure or annoy them, or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon

said Job Location or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authority.

18.2 Throughout the term of the Contract and prior to commencing any Work at any Job Location, Contractor shall obtain and maintain at Contractor's sole cost and expense and shall require that its subcontractors obtain and maintain the following insurance. Such insurance coverage shall protect Contractor, Washington REIT and the owner (if Washington REIT is not the owner of the Job Location) against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which arise from the performance of the work hereunder by or on behalf of the Contractor, his agents, representatives, employees or subcontractors.

18.2.1 Worker's compensation, employer's liability insurance and other employee benefit laws in statutory limits, or as may be available on a voluntary basis.

18.2.2 Commercial general liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, Contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.

18.2.3 Automobile Liability Insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Contractor. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.

18.2.4 Contractors Pollution Liability insurance – required only if Contractor's scope of services include the remediation, treatment, storage or disposal of waste or hazardous materials on or about the Job Location. Such coverage shall include:

a. bodily injury, sickness, disease, death or mental anguish or shock sustained by any person;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

d. products and completed operations

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of Contractor's operations, plus an additional period of three years after operations have been completed.

18.2.5 Pollution Liability insurance – required from waste disposal site operator only if Contractor's scope of services includes the disposal of waste or hazardous materials off-site. Such coverage shall include:

a. bodily injury, sickness, disease, death or mental anguish or shock sustained by any person;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

For losses that arise from the insured facility accepting waste or hazardous materials generated under this contract, coverage shall apply to both sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

18.2.6 Professional Liability insurance – required only if Contractor's scope of services include architectural, engineering, professional consulting or construction management. Such policy shall cover wrongful acts made by or on behalf of the Contractor. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to Washington REIT, plus an additional period of three years after such services have been rendered to Washington REIT.

18.3 Contractor shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

- 18.3.1 Commercial General Liability (including umbrella or excess liability): \$2,000,000 per occurrence, bodily injury and property damage liability; \$2,000,000 per offense, personal and advertising injury liability; \$2,000,000 products and completed operations policy aggregate and \$2,000,000 general aggregate applicable to claims other than products and completed operations. In addition to procuring and maintaining this insurance during the duration of the contract, Contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of three years after the contract has been completed or terminated. If the annual contract value exceeds \$500,000, the general aggregate limit shall apply separately to each Job Location.
- 18.3.2 Automobile Liability: \$2,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- 18.3.3 Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.
- 18.3.4 Contractors Pollution Liability: \$2,000,000 per incident / \$2,000,000 annual policy aggregate.
- 18.3.5 Pollution Legal Liability:
- Hazardous Waste Disposal Facilities \$4,000,000 per incident / \$8,000,000 annual aggregate
 - All Other Disposal Facilities \$2,000,000 per incident / \$2,000,000 annual aggregate
- 18.3.6 Professional Liability: \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If Contractor's contract with Washington REIT exceeds \$1,000,000, the each wrongful act limit shall apply separately to this project.
- 18.4 The funding of deductibles and self-insured retentions maintained by Contractor shall be the sole responsibility of Contractor, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving Washington REIT as an additional insured. Any self-insured retentions in excess of \$50,000 must be declared to and approved by Washington REIT.
- 18.5 Washington REIT (and the owner, if Washington REIT is not the owner) shall be included as an additional insured on Contractor's Commercial General Liability and Contractor's Pollution Liability policies, if applicable, as respects claims or liabilities arising from, or connected with Contractor's work, operations and completed operations, including claims arising from Washington REIT's general supervision (if any) of Contractor's work or operations. The additional insured endorsements shall be at least as broad as the current editions of the Insurance Services Offices forms CG 2010 and CG 2037. Contractor shall provide Washington REIT (and the owner, if Washington REIT is not the owner) with status as an additional insured under CG 2010 during the course of construction, and under CG 2037 for completed operations for three years after project completion.

- 18.6 If Contractor or Contractor's agents, subcontractors or employees bring vehicles on the Job Location, Washington REIT (and the owner, if Washington REIT is not the owner) shall additionally be included as an additional insured under Contractor's automobile liability policy as respects liability arising from autos used by or on behalf of Contractor.
- 18.7 If requested by the holder of any mortgage or deed of trust against the Job Location, the policies identified above shall also name such holder as an additional insured. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by Contractor, its officers, directors and employees, or Washington REIT (or the owner, if Washington REIT is not the owner) will be excess only and will not contribute with this insurance. Except with respect to the limits of insurance, Contractor's required insurance shall apply separately to each insured or additional insured.
- 18.8 Each of said policies of insurance to be carried by Contractor hereunder shall be issued by financially acceptable insurance companies lawfully authorized and licensed to do business in the jurisdiction wherein the Job Location is located with a then current Alfred M. Best Company, Inc. general policy holder's rating of "A-VII" or better and a financial size category of Class XII or higher and which have been in business for the past five (5) years and which are otherwise reasonably satisfactory to Washington REIT.
- 18.9 No work shall be sublet to any subcontractor without first obtaining Washington REIT's written permission. All subcontractors, once approved by Washington REIT, are subject to the same insurance requirements as Contractor, and must either be insured under policies of the Contractor or provide evidence of separate insurance prior to the commencement of work or operations. Contractors must voluntarily provide workers compensation coverage for independent Contractors, proprietors, partners or others not statutorily required to maintain workers compensation insurance.
- 18.10 Contractor agrees to waive all rights of subrogation against Washington REIT (and the owner, if Washington REIT is not the owner), and shall cause each of its subcontractors to waive all rights of subrogation against the Washington REIT parties, as respects loss, damage, claims, suits or demands, howsoever caused:
- To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by Contractor or Contractor's employees, agents or subcontractors; and
 - To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance maintained by Contractor (except professional liability to which this requirement does not apply). This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of Washington REIT (and the owner, if Washington REIT is

not the owner). Contractor further agrees to hold harmless and indemnify the Washington REIT parties for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

- 18.11 Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to Washington REIT by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.
- 18.12 On or before the date any Work is to be performed at any Job Location, Contractor shall furnish Washington REIT with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations at or on the Job Location. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Copies of endorsements adding Washington REIT (and the owner, if Washington REIT is not the owner) as an Additional Insured and permitting the Insured to waive rights of subrogation in favor of Washington REIT (and the owner, if Washington REIT is not the owner) shall be attached to the certificate of insurance. Renewal certificates are to be provided to Washington REIT prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Contractor's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications. Compliance by Contractor with the foregoing insurance requirements shall not relieve Contractor from any liability under the indemnity provisions of this Contract.
- 18.13 As of the date of this Contract, Washington REIT has contracted with Business Credentialing Services (BCS), a third-party business credentialing company, to credential and verify the insurance and W-9's maintained by each of its providers that perform services for Washington REIT. Contractor must register on the BCS portal at: <https://www.bcscoi.com/writ/>. On that portal Contractor must upload its Certificate of Insurance and a copy of its W-9 to the BCS website. Contractor may either upload at that time, or can instruct its agent to send the Certificate of Insurance to BCS via fax at (855) 801-0039 or email at writ@bcsops.com. **Please note that Contractor will be charged an annual fee of \$60.00 to have BCS manage both its Certificate of Insurance and its W-9.** Contractor must be compliant or be subject to an additional \$40.00 fee to have BCS aid Contractor in achieving compliance.

19. TERMINATION AND DEFAULT

- 19.1 Notwithstanding anything to the contrary in Section 2, Washington REIT may terminate the Contract, with or without cause and for any reason whatsoever, at any time during either the Initial Term or during any renewal period(s), including any time prior to the expiration date of such Initial Term or renewal period(s), by giving Contractor at least thirty (30) days prior written notice of Washington REIT's intention to terminate the Contract.

- 19.2 Notwithstanding the foregoing Subsection, if Contractor fails to satisfactorily perform any of its obligations under the Contract or breaches any of the provisions of the Contract ("Default"), Washington REIT may immediately terminate the Contract without any prior notice.
- 19.3 No termination of the Contract shall relieve any party of its obligations that accrued prior to the effective date of the termination; provided, however, that if Washington REIT terminates the Contract by reason of Contractor's Default, Washington REIT shall have the right to offset against and deduct from all sums then or thereafter due and owing (with Contractor being liable to pay the excess, if any, within ten (10) days of written demand therefor) any damages, losses, costs, and expenses, including reasonable attorneys fees and the expenses of any suit (together with interest thereon at the rate of 10 percent (10%) per annum) incurred by Washington REIT by reason of any such Default.
- 19.4 If Contractor fails to perform any covenant or observe any condition to be performed or observed by Contractor hereunder or acts in violation of any covenant or condition hereof or fails to make any payment to any third party, Washington REIT may, but shall not be required to, on behalf of Contractor perform such covenant and/or take such steps as Washington REIT may deem necessary or appropriate, in which case Washington REIT shall have the right to proceed immediately and all costs and expenses incurred by Washington REIT in so doing, including reasonable attorneys fees, may be withheld from the amounts due and payable to Contractor hereunder, and any excess shall be paid by Contractor to Washington REIT upon demand, plus interest thereon at the rate of 10 percent (10%) per annum. Washington REIT's proceeding under the rights to Washington REIT under this Subsection shall not in any way prejudice or waive any rights Washington REIT might otherwise have against Contractor by reason of Contractor's Default.
- 19.5 Upon any Default by Contractor, Washington REIT may elect not to terminate the Contract, and in such event Washington REIT may make good the deficiency of which the default consists, and deduct the costs of doing so from any payments then or to become due to Contractor, with Contractor being liable to pay the excess, if any, within ten (10) days of written demand therefor.
- 19.6 Washington REIT's rights and remedies set forth in the Contract are cumulative and in addition to Washington REIT's rights and remedies at law or in equity, including those available as result of any anticipatory breach of the Contract. Washington REIT's exercise of such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Washington REIT's delay or failure to exercise or enforce any of Washington REIT's rights or remedies or Contractor's obligations shall not constitute a waiver of such rights, remedies or obligations.
- 19.7 No waiver of any breach of any covenant, condition or agreement contained herein shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of the Contract shall be deemed to have been waived by Washington REIT unless such waiver shall be in writing signed by

Washington REIT. If Washington REIT waives in writing any Default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in the Contract except as to the specific circumstances described in such written waiver.

20. NOTICES

20.1 Any notice, demand or communication required or permitted hereunder shall be deemed effectively given when delivered by hand or three days after being mailed by registered or certified mail, first-class postage prepaid, return receipt requested, addressed to the following addresses or to such other addresses as any party may hereafter designate by written notice:

20.1.1 If to Washington REIT:

Washington Real Estate Investment Trust
6110 Executive Boulevard, Suite 800
Rockville, MD 20852
Attn: Director of Property Management

20.1.2 If to Contractor:

Attn: _____

21. WAIVER OF JURY TRIAL

21.1 Washington REIT and Contractor and all general partners of Contractor agree to and they hereby do waive trial by jury on any matters whatsoever arising out of or in any way connected with the Contract, the Work to be performed at any Job Location, the relationship of Washington REIT and Contractor, the performance of any Work at any Job Location, any claim of injury or damage, and/or any statutory remedy.

22. ATTORNEY'S FEES

22.1 If, as a result of any breach or default in the performance of any of the provisions of the Contract, Washington REIT uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate the Contract, or if Washington REIT is required to defend itself or the terms of the Contract and Washington REIT uses the services of an attorney, then Contractor shall reimburse Washington REIT upon demand for any and all attorney's fees and expenses so incurred by Washington REIT.

23. ASSIGNMENT

23.1 Contractor shall not assign the Contract or any of Contractor's rights or obligations under this Agreement or under any of the other Contract Documents without

Washington REIT's prior written consent, which Washington REIT may withhold in its sole and absolute discretion.

- 23.2 Contractor shall not subcontract any Work to be performed by Contractor under the Contract without the prior written consent of Washington REIT, which Washington REIT may withhold in its sole and absolute discretion. A subcontractor, for the purposes of the Contract, shall be a person with whom Contractor has a direct contract for Work at the project Job Location. All contracts between Contractor and subcontractors shall conform to the provisions of the Contract Documents, and shall incorporate in them the relevant provisions of the Contract.
- 23.3 Before starting any Work, Contractor shall inform Washington REIT in writing of the identity of all suppliers of any materials or supplies to be used in the Work. Washington REIT shall have the right to approve or disapprove of any such suppliers in its sole and absolute discretion.
- 23.4 Washington REIT may freely assign its interests hereunder.

24. MISCELLANEOUS

- 24.1 Headings: The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.
- 24.2 Governing Law/Venue: The Contract shall be governed by and construed in accordance with the law of the state in which the Job Location is located; provided, however, that if the Job Location is located in more than one jurisdiction, the law of _____ shall govern the Contract. The parties agree that any litigation arising out of or in any way connected with the Contract, the Work to be performed at any Job Location, the relationship of Washington REIT and Contractor, the performance of any Work at any Job Location, any claim of injury or damage, and/or any statutory remedy, shall be brought in the courts of the jurisdiction in which the Job Location at issue is located; provided, however, that if the Job Location at issue is located in more than one jurisdiction, the litigation shall be brought in the courts of _____.
- 24.3 Severability: The provisions of the Contract shall be deemed severable, and the invalidity or un-enforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.
- 24.4 Entire Agreement: This document represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior agreements, representations and covenants, oral or written. Contractor acknowledges that neither Washington REIT, nor any agent or employee thereof has made any representations or promises with respect to the performance of the Work at any Job Location except as expressly set forth in the Contract Documents, and no rights, privileges or licenses are being acquired by Contractor except as expressly set forth therein. Any modification of the Contract or additional obligation assumed by

either party in connection with the Contract Documents shall be binding only if evidenced in writing signed by each party.

24.5 Relationship of Parties: Nothing contained in the Contract shall be deemed or construed to create a partnership or joint venture of or between Washington REIT and Contractor, or to create any other relationship between Washington REIT and Contractor other than as independent contractor. While performing any and all Work under the Contract, the parties acknowledge and agree that Contractor is an independent contractor and not an employee or agent of Washington REIT. All employees of Contractor are Contractor’s employees and are not deemed employees of Washington REIT for any reason or purpose whatsoever.

IN WITNESS WHEREOF, Washington REIT and Contractor have executed this Agreement under seal on the date first above written.

WITNESS/ATTEST:

WITNESS/ATTEST:

Washington REIT:

WASHINGTON REAL ESTATE
INVESTMENT TRUST

By: _____(SEAL)
Name: _____
Title: _____

CONTRACTOR:

By: _____(SEAL)
Name: _____
Title: _____
Tax ID: _____
Resident/Registered Agent: _____
License #: _____