

AMENDMENT TO SERVICE CONTRACT

AND NOW, this January 17, 2024, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Custom Pest Solutions, LLC (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about November 11, 2020 ("Contract");

NOW THEREFORE, in consideration of the mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The parties are adding an additional scope of work for 450 Green Apartments and Westgate Apartments, as detailed in Exhibit A.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Amendment the day and year first above written.

PROPERTY NAME:

MANAGING AGENT:

LINDY COMMUNITIES

By: 
Date: Brian Kroker
Title: 2.9.24

Chief Operating Officer

CONTRACTOR:

Custom Pest Solutions, LLC



By: Thomas Silvestrini
Date: 01/22/2024
Title: President

Exhibit "A"



CUSTOM PEST SOLUTIONS, LLC
P.O. BOX 117
Blue Bell, PA 19422
Office: (610) 584-4994 • Fax: (610) 584-4678

COMMERCIAL PEST MANAGEMENT SERVICE AGREEMENT

Service Information

Client 450 Green Apartments
Address 450 Forrest Avenue
City Norristown State PA Zip 19401
Phone (610) 272-8542 x 404
Contact Person Jeff Wilson
Email jwilson@comehometolindy.com

Client Billing Information

Client _____
Address SAME
City _____ State _____ Zip _____
Phone (____) _____
Contact Person _____
Email _____

Company agrees to provide pest management treatment, inspection, or other services as follows:

Regular Service Interior Pests Included:

Ants, Roaches, Spiders, Mice, Rats, Silverfish

Services Included: Up to 15 Units, Common
Areas and any other areas directed to us
by management.

Regular Exterior Pests Included:

Rats, Mice, Bees, Wasps, Hornets

Exterior Rodent Bait Stations Installed: _____
Special Instructions: 54 Exterior Rodent Bait
Stations will be serviced 1 time per month

Any units requesting service after the allotted 15 will be charged \$14.00 plus tax per unit

Service Frequency:

☒ Weekly ☐ Twice Per Month ☒ Monthly ☐ Quarterly ☐ Other _____

Weekly Pest Control Service

54 Exterior Rodent Bait Stations - Monthly

Regular Service Charge	<u>52</u> X <u>\$275.00</u>	\$ <u>14300.00</u>
Additional Services		\$ _____
Evo Rodent Bait Stations	<u>12</u> x <u>105.00</u>	\$ <u>1260.00</u>
Subtotal		\$ <u>15560.00</u>
Sales Tax		\$ <u>933.60</u>
Total		\$ <u>16493.60</u>

Bed Bug Pricing

Inspection - \$65.00
Studio - \$425.00+Tax
1 Bedroom - \$450.00+Tax
2 Bedroom - \$475.00+Tax
3 Bedroom - \$550.00+Tax
& Up Depending On Clutter

Bed bug treatments include an initial intensive treatment and 2 follow up inspections and treatments in 7-10 day intervals, along with a 30 day warranty from the date of the final treatment

Thomas Silvestrini 01/08/2024
Company's Representative Date

Purchaser Date

"Your Full-Service Pest Control Company"

Material and procedures will be provided in accordance by the National Pest Control Association. All work is to be done in a workman like manner by qualified personnel. All additional service requests will be done within twenty-four hours. Any and all disputes and/or claims between Custom Pest Solutions, LLC (CPS) and customer, unless specifically excluded herein shall be submitted to arbitration for resolution in accordance with the requirements and rules of the American Arbitration Association. The parties acknowledge that this clause constitutes a waiver of right to trial by jury, so that disputes can be resolved quickly and to avoid litigation. At Company's opinion, litigation for nonpayment of services, or products rendered by CPS involving an amount in controversy equal to, or less than the jurisdictional limits of Montgomery County Magisterial District, can be pursued and customer consents to venue, in Montgomery County.

Payment

All payments are due within thirty days of the date on the invoice/work ticket. Custom Pest Solutions, LLC (CPS) reserves the right to suspend services due to slow or lack of payment within these terms.

Automatic Renewal/Notice of Termination

It is hereby agreed by and between the parties hereto that this contract shall terminate with or without cause at any time by either party upon thirty (30) days written notice to the other party. All Renewal Terms would be automatic renewal (that is would not require communication regarding renewal) unless notice is given by either party to the other.

Chemical Sensitivity

If customer or other occupants of the structure or adjacent buildings believe they are or may be sensitive to pesticides/termicide or their odors, customers must notify Company in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Company reserves the right, upon such notification to make the best possible decision on whether to treat the location where sensitive individuals reside. Failure to provide notification represents Customers assumption of risk or waiver of any claims against Company in connection with such sensitivity.



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Service Information

Client Westgate Arms Apartments
Address 1521 W. Main Street
City Jeffersonville State PA Zip 19403
Phone (610) 272-8542 x 404
Contact Person Jeff Wilson
Email jwilson@comehometolindy.com

Client Billing Information

Client _____
Address SAME
City _____ State _____ Zip _____
Phone (____) _____
Contact Person _____
Email _____

Company agrees to provide pest management treatment, inspection, or other services as follows:

Regular Service Interior Pests Included:

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Services Included: Up to 5 Units, Common
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Exterior Rodent Bait Stations Installed: _____
Special Instructions: All Exterior Rodent Bait
Stations will be serviced 1 time per month

Any units requesting service after the allotted 15 will be charged \$14.00 plus tax per unit

Service Frequency:

☐ Weekly ☒ Twice Per Month ☐ Monthly ☐ Quarterly ☐ Other _____

Regular Service Charge 24 X \$70.00 \$ 1680.00

Additional Services \$ _____

Evo Rodent Bait Stations \$ _____

Subtotal \$ 1680.00

Sales Tax \$ 100.80

Total \$ 1780.80

Bed Bug Pricing

Inspection - \$65.00
Studio - \$425.00+Tax
1 Bedroom - \$450.00+Tax
2 Bedroom - \$475.00+Tax
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If customer or other occupants of the structure or adjacent buildings believe they are or may be sensitive to pesticides/termicide or their odors, customers must notify Company in advance of treatment, including whether Customer or other occupants have consulted with a medical doctor or other healthcare provider regarding such sensitivity. Company reserves the right, upon such notification to make the best possible decision on whether to treat the location where sensitive individuals reside. Failure to provide notification represents Customers assumption of risk or waiver of any claims against Company in connection with such sensitivity.