



Service Contract

This agreement ("**Agreement**"), made on December 4, 2024, is entered into by and between Lindy Communities ("**Owner**") and Valet Living, LLC

("Contractor"), for Work hereinafter defined in Exhibit A- Scope of Work ("**Exhibit A**"). Said Work to be performed at Luxor Phoenixville (the "**Property**"), a location further described in Section 2.

TERM OF AGREEMENT:

Commencement date: December 20, 2024

Termination date: December 31, 2025

SECTION 1. RECITALS

WHEREAS, Lindy Communities has been appointed Owner of the Property and has been authorized by Owner to enter into and administer this Agreement on Owner's behalf and solely as agent for Owner, and

WHEREAS, Contractor is engaged in providing a service (as defined below) ("**Service**") for owners and managers of real estate, and

WHEREAS, Contractor wishes to provide the Service at the Property ("**Work**") on behalf of Owner and at the request of Owner, said Work more particularly described on **Exhibit "A."**

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the parties hereby agree as follows.

SECTION 2. AGREEMENT DATA AND CONTACT INFORMATION

PROPERTY NAME (“Property”): Luxor Phoenixville

Note: See Attachment, “Multiple Vendor Property Information” when Contractor serves more than one property in this Agreement.

SERVICE: Doorstep Trash removal

WORK: Service provided at the Property is more particularly described on **Exhibit “A – Scope of Work,”** an amendment to this Agreement attached hereto and incorporated herein. In the event of any consistency between this description and **Exhibit “A,”** this Agreement will control.

Contractor and Owner hereby agree that Contractor’s proposal (“**Contractor Proposal**”) may be attached hereto as **Exhibit B – Contractor Proposal, (Exhibit “B”)** solely for reference purposes. In the event of any inconsistency between this Agreement and **Exhibit “B,”** this Agreement will control.

Contractor and Owner hereby agree that the insurance documents required per this Agreement come attached hereto as **Exhibit C – Insurance Requirements for Vendors and Contractors,” (Exhibit “C”).** In the event of any inconsistency between this Agreement and **Exhibit “C,”** the amendment **Exhibit “C”** will control.

AUTHORIZED REPRESENTATIVE:

NAME

CONTACT PERSON (if different from Authorized Representative)

NAME

Brett Brown

TITLE

CFO

TELEPHONE (cell)

(813) 753-3136

EMAIL

Brett.Brown@Valetliving.com

SECTION 3. PAYMENT AND INVOICING

31 Payment. Owner will pay for the performance of the Work the amount set forth in Exhibit "A" attached hereto, and said amount to include all applicable taxes, insurance, supervision, overhead and profit, 30 days in advance.

In the event of any inconsistency between this Section and Exhibit "A", this Section 3 will control. In addition, in the event of any inconsistency between this Section and the remainder of this Agreement, this Section 3 will control.

Payments made hereunder will not be deemed to be an admission or approval by Owner of the sufficiency or adequacy of the Work.

32 Invoicing. See Exhibit "A" for particular instructions on invoicing.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement will commence as of the Commencement Date shown on the first page of this Agreement and end on December 31, 2025, provided that either party gives thirty (30) days notice to terminate the Agreement prior to the end of the term. If this Agreement is not terminated as set forth herein, it will automatically renew on a month to month basis until terminated by either party giving thirty (30) days notice before the end of any renewal term.

4.2 Termination

- A. **Termination with Notice to Cure.** In the event Contractor fails to perform any obligation in this Agreement in a manner satisfactory to Owner and reasonable industry standard for doorstep service collection, Owner may, by written notice to Contractor, specify in detail the nature of the failure to perform and provide thirty (30) days from receipt of written notice for the Contractor to cure the failure. If the failure remains uncured, in the reasonable opinion of Owner, at the end of the thirty (30) days a 30-day notice to terminate the Agreement takes effect.
- B. **Termination with or without Cause.** With or without cause, Owner may, by written notice to Contractor, terminate this Agreement upon thirty (30) days written notice for any reason or no reason including, without limitation, the sale of the property by Owner.
- C. **Termination with Cause.** In the event Contractor fails to perform any requirement, term or specification under this Agreement in a manner

reasonably satisfactory to Owner, then Owner may, without prejudice to any other remedy it may have, upon ten (10) days written notice to Contractor, terminate this Agreement. Without limiting the foregoing, Owner may, without prejudice to any other rights or remedies of Owner at law, in equity, or under this Agreement, and without any payment to Contractor, complete the Work by whatever means or method Owner may deem expedient or appropriate, and all such costs will be borne by Contractor. Owner may offset such amounts against payments which may otherwise be due Contractor under this Agreement.

By way of description and not by limitation, the following provides examples of Contractor's failure to perform that may trigger a notice of Termination with Cause:

- I. Suffer bankruptcy. For purposes of this Agreement, "bankruptcy" will be deemed to occur when Contractor makes an assignment for the benefit of creditor, files a petition in bankruptcy court, voluntarily takes advantage of any bankruptcy or insolvency law, is adjudicated bankrupt or judicially insolvent, or if a petition or an answer is filed proposing the adjudication of such Contractor as bankrupt, when such Contractor will consent to the filing thereof or 60 days after the filing thereof unless the same will have been discharged, opposed or denied.
 - II. Refuse or fail to supply enough properly skilled workers or proper materials to complete the Work in a time specified in this Agreement.
 - III. Fail to make prompt payment to Contractor's Personnel, hereinafter define, for labor performed on or material furnished to the job.
 - IV. Disregard or fail to comply with any Legal Requirements or other laws, ordinances, orders and safety and health regulations relating to the Work or the completion thereof.
 - V. Otherwise breach any term, condition or provision of this Agreement, whether said breach is gross negligence or otherwise.
- D. **Not entitled to payment beyond Termination.** If Owner terminates this Agreement, Contractor will not be entitled to receive any further payment under this Agreement for Work performed after the termination of this Agreement, but Contractor shall be entitled to receive payment for any Work that was properly performed in accordance with this Agreement prior to the termination of this Agreement.

SECTION 5. CONTRACTOR'S DUTIES

51 Contractor's Duties. Contractor will furnish all labor, supplies, materials and equipment to perform the Work at the time or times and as more particularly described in **Exhibit "A"**. Contractor will perform the Work diligently and in a first-class manner, and with regard to recommended practices with regard to safety. Contractor will use new and excellent quality supplies, materials, and equipment. Work will be performed in such a manner as to minimize (a) the possibility of any annoyance, interference or disruption to the occupants of the property and their invitees; and (b) damage to Property, any improvements on Property, or any personal property located within Property. Contractor will immediately repair in a manner and to a condition acceptable to Owner, any damage caused by Contractor, or by Contractor's employees (collectively "**Contractor's Employees**") in connection with the Work to such Property improvements or personal property. In addition, Contractor will immediately repair in a manner and to a condition acceptable to Owner, any damage caused by Contractor's agents, representatives, subcontractors, suppliers, materialmen, licensees, invitees, or consultants of either Contractor or its subcontractors of every tier (collectively "**Contractor's Agents**") who provide services or materials in connection with the Work to the Property improvements or personal property. (Collectively, Contractor's Employees and Contractor's Agents are the "**Contractor's Personnel**").

Contractor must report any defects to Owner in writing, before proceeding with its work. If necessary or applicable, Contractor must allow Owner a reasonable time to remedy any defects. If Contractor's work is delayed by Owner's requirement of time to remedy defects, any work completion date set forth in **Exhibit "A"** may be extended pursuant to this Agreement.

The Work will not be deemed complete until all debris generated by performance of this Agreement is cleaned-up and removed from Property, with Owner's consent and if in compliance with all Legal Requirements (as defined in Section 5.10), placed in a trash receptacle or dumpsite designated by Owner.

If applicable, **Exhibit "D"** sets forth a schedule of Work to be performed, with Contractor hereby acknowledging that Owner will have the right to rely on such schedule in notifying the occupants of Property regarding such Work.

Contractor further agrees to immediately provide to Owner a written update of the schedule previously provided if and when such schedule changes. Contractor recognizes that Contractor's failure to provide any such update to a schedule for the Work will constitute a material default under this Agreement.

52 Contractor's Personnel. Contractor will provide, at its sole cost and expense, any and all Contractor's Personnel as necessary to perform its duties under this Agreement. It is recognized that Owner will rely upon the skill and judgment of Contractor in providing sufficient and qualified labor in Contractor's Personnel.

Contractor will comply with the following:

A. Contractor's Personnel who enter Property will be qualified to diligently and

reputably perform the Work, and will be well supervised by Contractor to ensure that all Work is performed in a first class, workmanlike manner.

- B. Contractor's Personnel will be neat, clean and acceptable to Owner at Owner's sole discretion. Smoking shall not be permitted except in a designated smoking area, if any. Owner may optionally require some or all of Contractor's Personnel to be dressed in a uniform subject to the approval of Owner.
- C. Contractor will, at its sole cost and expense, immediately transfer or release, as Contractor deems appropriate, any of Contractor's Personnel whom, with or without cause, Owner finds unacceptable (as evidenced by a request from Owner to remove such individual(s) from the performance of the Work). Any such transferred or released individual will be immediately substituted by Contractor with a substitute qualified individual who meets the requirements of this Agreement.
- D. Contractor will provide, and Contractor's Personnel will carry, an identification card indicated Contractor's name, the name and photograph of the employee, and union identification, if any or an alternative electronic form of identification showing the above details.
- E. Contractor will supervise and schedule Contractor's Personnel in performing the Work in accordance with this Agreement, and as more particularly described in **Exhibit "A,"** as well as any further Work as requested by Owner.
- F. Contractor is at all times and remains fully and primarily liable for any action of Contractor's Personnel.
- G. It is understood and agreed that any and all Contractor Employees are not employees of Management Agent but are employees of Contractor, who is an independent contractor. It is understood and agreed that any and all Contractor's Agents are not agents of Management Agent but are agents of Contractor, who is an independent contractor.
- H. Contractor and all Contractor's Personnel, including Subcontractor and Subcontractor Personnel, are required to procure and maintain the insurance coverages outlined in "**Exhibit C: Insurance Requirements for Vendors and Contractors**" for the duration of the contract.

53 Inspector. "To the extent Contractor is negligent." Contractor will be responsible for the supervision and direction of the Work performed by Contractor's Personnel. Owner has the option to appoint an inspector ("**Inspector**") to oversee or monitor the Work at Property. Owner will inform Contractor of the name of each such Inspector appointed to oversee the Work. Contractor will cooperate fully with Inspector so that Inspector is able to conduct inspections to ensure that all Work is properly performed in compliance with this Agreement.

54 Contractor's Agents. Contractor is at all times responsible for the actions and performance of Contractor's Personnel. The failure of performance by Contractor's Personnel does not relieve, release, or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor will at all times be and remain fully and primarily liable hereunder for Contractor's Personnel.

55 Independent Contractor. Contractor is an independent contractor with respect to the Work to be performed hereunder. Any and all of Contractor's Personnel will not, for any purpose, be considered employees or agents of Owner. Contractor is solely responsible to direct and supervise Contractor's Personnel. Contractor has the sole and exclusive right to hire, fire, supervise and direct its employees or agents, appoint supervisors or managerial personnel, set compensation and fringe benefits, establish wages, hours and working conditions, pay and remit all withholding taxes, social security, unemployment and other such monies as may become payable as a result of an employer-employee relationship, and in any and every other way manage the working relationship with Contractor's Personnel. Contractor will comply with all employment laws relative to its employees including, but not limited to, wage and hour laws, workers' compensation laws, immigration laws, OSHA-type laws, and any other such monies as may become payable as a result of an employer-employee relationship.

No third-party beneficiary relationship, nor any joint employer relationship, is created between Contractor's Personnel and Owner.

56 Damages. Contractor will be responsible for all damages of any nature whatsoever, whether involving bodily injury, death or damages to personal or private property directly caused by or resulting from the Work, except that in no event shall Contractor be liable for any consequential, incidental or punitive damages arising out of the performance or failure to perform the Work.

57 Payment of Taxes and Contributions. Contractor will pay any and all taxes and contributions assessed against Contractor, including but not limited to, unemployment insurance, retirement or pension benefits, pensions and annuities now imposed, or hereafter imposed by any applicable law or any governmental unit, which is measured by wages, salaries, or other remuneration paid to persons employed by Contractor in connection with the Work that Contractor is required to perform and/or has performed under the terms of this Agreement.

58 Equipment. Contractor will provide all equipment and supplies necessary to perform the Work. Contractor will provide such equipment and supplies as are appropriate, in the professional opinion of Contractor, to perform the duties in the most efficient and safest manner possible. Contractor will only use equipment and supplies for their intended uses, and will discontinue usage of any product which, in the sole discretion of Owner, is inappropriate for its designated use. However, the right of Owner to prohibit usage of a product will not relieve Contractor of its requirement to exercise its professional judgment.

- A. **Equipment Repair and Maintenance:** Contractor will, at its sole cost and expense, perform any and all repairs, maintenance and adjustments to equipment placed at Property in connection with the Work so as to maintain its complete

and efficient operation at all times; such repairs, maintenance and adjustment will include but will not be limited to, regularly scheduled repainting/refurbishing of such equipment to maintain a new appearance.

- B. **Equipment/Material Delivery and Storage:** In each and every instance, Contractor will coordinate with Owner Prior to delivery to Property of equipment and/or material used in performing the Work outlined herein. Contractor will not store equipment and/or materials on-site without written permission from Owner, which permission Owner may withhold in its sole and absolute discretion. Storeroom(s), if provided to Contractor in Owner's sole and absolute discretion, will be kept in a neat, orderly and broom clean condition by Contractor at its sole cost and expense. Owner assumes no liability or responsibility for Contractor's equipment or materials stored, placed or otherwise brought to or onto Property.
- C. **Equipment Ratings:** All devices installed, or equipment used by Contractor will meet all federal, state and local ordinances and U.L. ratings or its equivalent standards which pertain to the use of said equipment. Contractor will maintain said equipment in accordance with the original manufacturer's specifications and in accordance with industry standard maintenance procedures.
- D. **Termination/Removal of Equipment and Materials:** Upon expiration or termination of this Agreement, Contractor will, at its sole cost, remove all of its equipment and/or materials placed at the property, leaving the area where the equipment and/or materials were located in neat, orderly and broom clean condition. Said removal will be completed no later than 11:59 p.m. Eastern Time of the same day that this Agreement expires or is terminated.

59 Insurance Requirements. Contractor and all Contractor Personnel, including Subcontractor and Subcontract Personnel agree to have and maintain the minimum requirements set forth in **Exhibit "C"** entitled "Insurance Requirements for Vendors and Contractors", a copy of which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by Lindy Communities as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by Lindy Communities. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- A. **Failure to Fulfill:** Any failure to fulfill any insurance obligation contained in this Section 5.09 (or in **Exhibit "C": Insurance Requirements for Vendors and Contractors** attached hereto) will constitute a material breach of this Agreement.
- B. **Right to Examine:** Owner will have the right to examine and copy, or to require duplicate originals of at all times during business hours as requested by Owner, all original insurance policies and additional insured endorsements and all other endorsements secured by Contractor.
- C. **Third Party Consultant:** To the extent that Owner, in Owner sole and absolute discretion, designates a third-party consultant to assist in its analysis and verification

of Contractor's compliance with the insurance requirements set forth herein, Contractor will cooperate fully with such third-party consultant and will provide such information as is required of Contractor pursuant to this Agreement.

510 Compliance with Federal, State and Local Law. Contractor will comply with all applicable federal, state, city, county and municipal laws, statutes, ordinances and regulations, including without limitation, any licensing, bonding and permit requirements, applicable to this Agreement and the Work to be provided herein ("**Legal Requirements**"). Contractor will be financially responsible for all the foregoing licensing, bonding and permit requirements. If such compliance is impossible for reasons beyond Contractor's control, then Contractor will immediately notify Owner of that fact and the reasons such compliance is impossible. Contractor shall further comply with and give any notices required by any governmental authority including federal, state, city, county and municipal governmental bodies. In the event of Contractor's failure to comply with any Legal Requirements, Contractor will indemnify Owner in accordance with Section 6.

511 Reserved.

512 Non-Discrimination. Contractor, in performing the Work, will not discriminate against anyone because of race, religion, creed, color, national origin, gender, sex, familial status, disability, age, or ancestry, or any other reason set forth in law.

513 Pets. Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any of Contractor's Personnel any pets or animals of any kind onto Property, other than assistance animals specially designated to assist disabled persons. This includes, but is not limited to, any animal kept in vans, pickup trucks and/or tied up on Property.

514 Alcoholic Beverages & Drugs. Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any Contractor's Personnel, any alcoholic beverages or drugs onto Property, whether or not consumed on the Property. Persons consuming any such items on Property will be asked to leave and/or will be immediately removed by Contractor.

515 Community Policies and Rules and Regulations. Contractor agrees to follow the community policies of Property and the Rules and Regulations, copies of which Contractor hereby acknowledges that it has previously received. Neither Contractor nor Contractor's Personnel will loiter around the leasing office, or in any common area, or in any apartment unit while on Property.

516 Checking-in with Owner. Contractor and its superintendent, on any day, must have cell phone, to which Owner has access.

SECTION 6. INDEMNIFICATION

61 Indemnified Parties. Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify, defend and hold harmless Owner and Owner and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the “**Indemnified Parties**”) from and against:

- A. Any claim, liability, loss, damages, cost or expense, including, without limitation, reasonable attorneys’ fees, awards, fines or judgments, arising by reason of: (1) Contractor’s default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, defective work (including, without limitation, defective materials) or in connection with the Work, whether performed by Contractor, and/or by Contractor’s Personnel, and whether such claims, liabilities, losses, damages, costs, or expenses arise in tort (including, without limitation, negligence, gross negligence, recklessness, or willful misconduct), or as a result of violations of local, state or federal laws, statutes, ordinances, regulations, common law or contract, except for those claims resulting solely from the negligence or willful misconduct of Owner.
- B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against Owner or Owner that is connected to Contractor in performing the Work as described in this Agreement.

62 Indemnification. To the fullest extent permitted by law, Contractor agrees to hold- harmless and indemnify the Indemnified Parties, regarding any past, present, and/or future claims relating to or arising out of the Work and caused by Contractor’s negligence or willful misconduct. If a court, mediator, arbitration panel, or other body finds that Indemnified Parties are liable with respect to claims arising out of the Work and caused by Contractor’s negligence or willful misconduct, Contractor and Indemnified Parties agree to be responsible for any damages awarded against each party according to their relevant responsibility as determined by a court of law. In claims against any person or entity indemnified under this Section 6.01 by Contractor or Contractor’s Personnel, the indemnification obligation under this Section shall not be limited by a limitation on amount, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts. Notwithstanding the foregoing, in no event shall Contractor be liable for any consequential, incidental or punitive damages arising out of the performance or failure to perform the Work.

63 Release. Contractor will assume the entire and exclusive responsibility and liability as described above for any activity by Contractor’s Personnel, and will ensure that any of the Contractor’s Personnel, including as the term Contractor’s Personnel is defined, any subcontractor, will indemnify Owner in the same manner as this Agreement requires Contractor

to indemnify Owner.

64 Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality. The Contractor further warrants that the Work will be free from defects, except for those inherent in the quality of the Work this Agreement requires or permits. Work, materials or equipment not conforming to these requirements may be considered defective.

SECTION 7. WORKS MADE FOR HIRE; CONFIDENTIALITY; TRADEMARKS; AUDIT; SURVIVAL

71 Works made for Hire. All information, reports, studies, computer programs (object or source code), customer lists, work products, works of authorship, creative or audiovisual works, and other tangible or intangible material produced by or as a result of the Work will be the sole and exclusive property of Owner in its role as agent for Owner, it being intended that such material will be “works made for hire,” of which Owner will be deemed the author. To the extent that notwithstanding the foregoing such material is not deemed “works made for hire” under applicable law, Contractor hereby irrevocably grants, assigns, transfers, designates, and sets over under Owner in its role as agent for Owner, all right title and interest of any kind nature or description in and to such material.

72 Confidentiality. Contractor acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed to be considered confidential and proprietary information (“**Confidential Information**”). Contractor will not disclose Owner’s Confidential Information to any other entity or persons without Owner’s prior consent. Contractor will not: (i) make any use or copies of the Confidential Information except as required to provide services in connection

with the Work; (ii) acquire any right in or assert any lien against the Confidential Information; (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information; or (iv) refuse for any reason to promptly return Confidential Information to Owner if so requested. Upon termination of this Agreement, Contractor will promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of Contractor’s Personnel. Contractor agrees to notify Owner promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

73 Trademarks. Contractor acknowledges that Owner in its role as agent for Owner is the sole and exclusive owner of the respective trademarks, service marks, trade names and logos of Property (together, the “**Marks**”). Contractor agrees that it will not make any use of the Marks except with Owner’s prior written consent. Contractor agrees and acknowledges that it will not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Contractor’s use of the Marks. Any work product generated as a result of

the Work contemplated hereunder will be deemed a “work for hire” owned exclusively by Owner in its role of agent for Owner. In any event, Contractor hereby assigns any right it may have in such work product to Owner in its role as agent for Owner.

74 Audit. Contractor agrees upon reasonable request to substantiate that Contractor’s billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to Owner on a time and material basis or to the extent required bylaw.

75 Survival. The provisions of this Section 7 will survive the expiration or other termination of this Agreement.

SECTION 8. LIENS AND ENCUMBRANCES

81 Liens and Encumbrances. Contractor will not, at any time, suffer or permit any lien or attachment or encumbrance to be imposed by any person, firm or corporation upon the Property or any improvements thereon, by reason of any claim or demand against Contractor, Contractor’s Personnel, or otherwise. Contractor hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties (as defined in Section 6 above) from and against any and all costs, losses, liabilities, claims, demands, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising from any mechanic’s materialmen’s or any other lien filed against the Property in connection with any labor, materials, or services furnished by or through Contractor upon or in connection with the Property.

- A. This indemnity will survive the termination of this Agreement.
- B. Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of any or all of Contractor’s Personnel and a release of lien respecting the Work at such time or times and in such forms as may be reasonably requested by Owner.
- C. Owner will have the right to cure any liens, attachments or encumbrances in the event Contractor fails to do so and charge Contractor for any amount expended curing such items (including, without limitation, offsetting such amounts against payments which may otherwise be due Contractor under this Agreement).
- D. If required by Owner: (i) executed and notarized lien waivers for material and labor in a form satisfactory to Owner, must accompany each invoice for payment submitted by Contractor; and (ii) Contractor will furnish Owner with sworn affidavits, Contractor’s sworn statement and any other documentation as may be required by Owner.

SECTION 9. ASSIGNMENTS AND SUBCONTRACTS

9.01 Assignments and Subcontracts. It is expressly understood and agreed that this Agreement is personal to Contractor and was awarded to Contractor based upon its professional skills, knowledge, and expertise. Contractor will have no right, power, or authority to assign this Agreement or any portion thereof to any third party, either voluntarily or involuntarily, or by operation of law. Contractor will have no right, power, or authority to subcontract or assign the Work or any part thereof, without Owners' written approval, which may be withheld or denied in Owner's sole and absolute discretion. Neither approval nor consent by Owner for Contractor to enter into any subcontract or the failure or performance thereof by any such subcontractor will relieve, release or affect, in any manner, any of Contractor's duties, liabilities or obligations hereunder, and Contractor will be and remain liable hereunder to the same extent as if no subcontract had been permitted, made, or entered into. Except to the extent above indicated, all of the rights, benefits, duties, liabilities and obligations of the parties hereto will inure to the benefit of and be binding upon their respective successors and assigns.

SECTION 10. NON-RECOURSE AGREEMENT

10.01 Non-Recourse Agreement. It is expressly understood and agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, Contractor (or any person claiming by, through or under Contractor) will have no personal recourse for the payment or performance of any obligation under, or for any claim based on this Agreement and against Owner or against any other Indemnified Party under this Agreement beyond the interest of Owner in Property. Contractor hereby releases and waives all personal liability of the above-described persons and entities arising from or in any way connected with this Agreement or the Work. A negative capital account of any partner or sub-partner will not be deemed an interest of Owner in Property, and recourse under this Agreement will not under any circumstances extend to any such negative capital account. Contractor acknowledges and agrees that Owner would not have entered into this Agreement without the benefit of the provisions of this Section 10.

SECTION 11. ENVIRONMENTAL COMPLIANCE

11.1 No Violation of Environmental Laws. Contractor represents, warrants and covenants to Owner that Contractor will at no time use or permit Property to be used in violation of any applicable laws, codes and/or regulations, including, but not limited to any laws regarding waste disposal or other environmental laws. Contractor will assume sole and full responsibility for, and will remedy at its sole cost and expense, all such violations, provided that Owner's approval of all remedial actions will be first obtained in writing, which approvals will not be unreasonably withheld. Contractor will at no time use, generate, release, store, treat, dispose of, or otherwise deposit in, on, under, or about Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Owner ("**Hazardous Materials**"), or permit or allow any third party to do so, without Owner's prior written consent, which may be granted or withheld in Owner's sole and absolute discretion. Contractor's compliance with all applicable laws, codes and/or regulations will be at

Contractor's sole cost and expense. Contractor will pay or reimburse Owner for any cost or expense incurred by Owner, respectively, including reasonable attorneys', engineers', and consultants' fees, to approve, consent to, or monitor the above requirements for compliance with applicable laws, codes and/or regulations, including, without limitation, above and below ground testing.

112 Ownership and Removal of Specified Items. Any and all chemical containers, vessels or other equipment brought onto Property by Contractor will remain the property of Contractor. Upon notification from Owner, Contractor will cause such items to be removed from Property and properly disposed of, in accordance with applicable laws, codes and/or regulations, and at Contractor's sole cost and expense. Contractor to leave the area where the equipment and/or materials had been located in a neat, orderly, and broom-clean condition.

113 Material Safety Data Sheets. Contractor will provide to Owner any Material Safety Data Sheets ("MSDS") required pursuant to the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) ("OSHA"), as amended from time to time and regulations promulgated hereunder.

11.04. Owner's Right to Self-Perform. If Contractor fails to comply with the provisions of this Section #11, Owner will have the right, but not the obligation, without in any way limiting Owner's other rights and remedies under this Agreement, at law, or in equity, to take such actions as Owner deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with any Hazardous Materials on or affecting the Property due to Contractor's acts or omissions. The cost of exercising all rights will be payable by Contractor to Owner upon demand.

11.05 Presence of Lead or Asbestos Containing Materials (ACM's). Owner agrees to notify Contractor if Owner is aware or becomes aware prior to the completion of Work of the existence of asbestos, lead, or other hazardous material in any common area, mechanical room, apartment unit, or other place in the building where the Contractor's Personnel are or may be required to perform Work. In the event it should become necessary to abate, encapsulate or remove the foregoing hazardous materials from the building, Owner agrees to be responsible for such abatement encapsulation or removal, and any governmental reporting, and in such event Contractor will be entitled to (i) delay its work until it is determined to Contractor's satisfaction that no hazard exists; and (ii) reasonable compensation for delays encountered.

SECTION 12. IMMIGRATION REFORM AND CONTROL ACT, AND OFFICE OF FOREIGN ASSET CONTROL

121 Immigration Reform and Control Act. Contractor is aware of the requirements and restrictions imposed on it by the Immigration Reform and Control Act of 1986 and will comply with its applicable requirements in performing its obligations. Without limiting the foregoing, Contractor further warrants that it has (1) verified that Contractor's Personnel are legally authorized to work in the United States for the duration of all services provided to Owner; (2) required Contractor's Personnel to complete and execute Sections 1 and 2 of the DHS Form I-9; and (3) processed Contractor's Personnel through Department of Homeland Security

Employment Eligibility Verification “E.E.V.”

122 Office of Foreign Asset Control. Contractor warrants and represents to Owner that Contractor is not, and will not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transaction or be otherwise associated with such persons or entities.

SECTION 13. NOTICES

131 Notices. Any written notice made or required to be given by Contractor to Owner will be addressed to the address specified in Section 2. Any written notice made or required to be given by Owner to Contractor will be addressed to the address specified in Section 2.

132 Notice Delivery. Any and all written notices will be delivered in person, by certified or registered mail, with return receipt requested, or by reputable private courier (e.g., Federal Express, UPS), and will be deemed effective after deposited in the United States Post Office, postage prepaid, and addressed as above provided, or when delivered (or when delivery is attempted). The parties hereto may, by notice in writing, designate another address to which notice will be given pursuant to this Agreement.

SECTION 14. MISCELLANEOUS

141 Waiver. No provision of this Agreement will be deemed waived unless waived in writing by the party benefitted by such provision. Any failure of Contractor or its insurer to comply in full with any provisions of this Agreement and any failure by Owner to enforce the provisions of this Agreement will in no way constitute a waiver by Owner of any contractual right hereunder, unless such waiver is in writing and signed by Owner.

142 Severability. In the event that any provisions of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof will remain in full force and effect.

143 Amendments. This Agreement may be modified only in writing signed by the parties.

144 Choice of Law. The laws of the State of Pennsylvania, as well as the local laws of the county and municipality wherein the Property is located, will govern this contract.

14.05. Advice of Consultants. Contractor represents that it has reviewed this Agreement, including all exhibits (including, without limitation, the scope of the Work to be performed pursuant to this Agreement) with attorneys, accountants, advisors, and such other consultants of Contractor as Contractor deems necessary and appropriate. The parties agree that the fact that one or the other has drafted and prepared this Agreement will not result in any provision of this Agreement being construed against such drafting party.

146 Time of the Essence. Time is of the essence with respect to the performance of all obligations under this Agreement.

147 Entire Agreement. All negotiations and agreements are merged herein, and there are no provisions, covenants, or other agreements between the parties other than those contained herein or incorporated herein by reference. This agreement is the entire agreement between the parties hereto with respect to the subject matter hereof.

148 Rights of Enforcement. The parties agree that despite the fact that Owner and the Indemnified Parties are not signatories to this Agreement, the Owner and the Indemnified Parties will have an independent right to enforce the indemnification (Section 6) and any other provisions of this Agreement that are for the express or implied benefit of such parties.

149 Force Majeure. Under no circumstances will either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, or act of God.

14.10 Limitation of Liability. Under no circumstance will Owner Contractor be liable for any special, indirect, liquidated, consequential or any other type of damages of any kind. Damages are limited to direct damages and capped by the amount of compensation Contractor is to receive pursuant to the Agreement.

14.11. Sale of Building. In the event during the term of this Agreement, Property should change ownership, Owner in its role as agent for Owner may assign the contract as part of the sale. Notwithstanding the above, as set forth in Section 4.02(B), Owner will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the date set forth above.

OWNER

By: Brian M Kroker

Signature: *Brian Kroker*

Title Chief Operating Officer

CONTRACTOR

Authorized signatory:

By: *(printed name)* Brett Brown

Signature: *Brett Brown*

Title: CFO

Exhibit A**Service Agreement ("SA") - 64170**

Valet Living, LLC (the "Contractor")
 10150 Highland Manor Drive, Suite 120

Tampa, Florida 33610

(877) 574-2587

Client Number: _____

Property Owner Information (print):

Property Name: Luxor Phoenixville

Property Address: 723 Wheatland Street

City: Phoenixville

State: PA

Zip: 19460

Phone: 2159175135

Legal Entity Owner (the "Client"):

Owner Contact(s):

State of Incorporation of Client:

Property Management Company and Billing (print):

Property Management Company: Lindy Property Management

Property Management Contact Name:

Property Management Phone: 2158868030

Property Management Email:

Billing For Services (check one):

Bill to Owner

Bill to Property Management Company

Billing Contact:

Billing Email:

Billing Address: 723 Wheatland Street

City: Phoenixville

State: PA

Zip: 19460

Phone: 2159175135

Doorstep Collection Description:

Number of Service Nights Per Week	Service Nights	Container Type (s)	Quantity	New Construction?
5	SU MO TU WE TH	13 Gallons Black	205	No

Schedule of Charges:

Total # Units	Standard Service Charge Per Unit Per Month	Subtotal	Sales Tax % (subject to change)	Total Monthly Charges
205	17.95	\$3,679.75	N/A	\$3,679.75
	Discounted Service Charge Per Unit Per Month	Subtotal		Total Monthly Charges
	11.50	\$2,357.50		\$2,357.50

Additional Instructions/Terms:

At no additional cost, Contractor agrees to provide (i) following the effective date of this SA or an assignment of this SA pursuant to its terms, a full on-site service team orientation with the service requirements and exclusions from collection (ii) an onsite resident education event to explain the specific service requirements

and exclusions from collection, and (iii) performance reporting through the iValet proprietary mobile app. From time to time, and pursuant to Section 10 below, Contractor may assist Client with additional incidental services, such as removing bulk items off the Property.

Subject to the terms and conditions of this SA, Contractor agrees to provide, and Client accepts the provision of the following bundled services:

Doorstep. Contractor shall provide Doorstep Service as described in Section 1 Services.

Interactive. Contractor shall provide Interactive Doorstep as described in Section 1 Services.

Terms and Conditions:

THIS IS A LEGALLY BINDING CONTRACT BETWEEN CLIENT AND CONTRACTOR, WHEREBY CONTRACTOR AGREES TO PROVIDE AND CLIENT AGREES TO ACCEPT THE SERVICES AND EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW IN THIS SA AND ANY INCORPORATED ADDENDA, AT THE CHARGES AND FREQUENCIES INDICATED THEREIN.

1. SERVICES.

Contractor and Client agree to establish doorstep trash collection service as described above (the "Doorstep Service") at the property identified above (the "Property"). Contractor will have the exclusive right to provide the Doorstep Service on the Property during the term of this SA. The Doorstep Service includes the collection of properly bagged and tied non-hazardous solid waste by uniformed, W2 and background-checked Contractor personnel and transportation from the containers at residential units to centralized waste collection compactor(s) and/or dumpster(s) located on the Property and maintained by Client or a third-party contractor engaged by Client. No Doorstep Service will be provided on January 1st, Memorial Day, Juneteenth, July 4th, October 31st, Thanksgiving, Labor Day, December 24th, December 25th and December 31st.

To add convenience and further enhance the lives of residents, Contractor agrees to establish an enhanced feature called Interactive Doorstep in the form of a proprietary mobile tracker for residents providing users with the following, as available: (1) visibility of their property's schedule of trash pick-up times, (2) notification of Doorstep Service status, (3) ability to notify of missed pick-ups and communicate with service provider, and (4) reminders of Doorstep Service guidelines and requirements to ensure compliance.

2. **USE OF EQUIPMENT.** Contractor will provide Client with the collection containers as indicated above. Client will be charged the following for any additional and/or replacement collection containers needed: \$20 for 9-gallon container(s); \$25 for 13-gallon container(s); \$10 for 2.2-gallon compost container; \$35 for 25-gallon container(s); \$40 for 13-gallon fire-rated container(s); \$50 for Waste Station; and \$100 for Bench or Stainless-steel container. Contractor may, in its sole discretion, provide additional equipment that is necessary and used in the fulfillment of the Service. Said equipment shall be stored on Client's Property during the term of this SA at no charge to Contractor. Client will be responsible for any loss or damage resulting from Client's or the Property residents' handling and use of any equipment provided by Contractor, except for normal wear and tear. Upon termination of this SA, all equipment Contractor furnished to Client and/or on Client's Property shall be returned to Contractor, including all Service collection containers. For the avoidance of doubt, except for normal wear and tear, Client will be charged for any unreturned or damaged collection containers at the rates identified above. Client agrees to take commercially reasonable efforts to avoid a) overloading collection containers by weight or volume, and b) moving or altering Contractor's equipment, and Client will take reasonable precautions to prevent others from doing the same.

3. **TERM.** This SA shall be effective upon execution by the parties and shall remain in effect for an initial term of twelve (12) months from the date Contractor begins performing the Doorstep Service at the Property. For a new construction property, Contractor shall begin performing the Doorstep Service upon the property's receipt of the certificate of occupancy allowing residents to move-in. **The term of this SA shall be automatically renewed on a Month-to-Month basis, at the then prevailing market rates without phase-in/ramp-up or any other allowances initially provided to Client, unless either party shall give written notice of termination of the Doorstep Service by certified mail to the other at least thirty (30) days prior to the end date of the term of the SA.**

4. **FEES.** Contractor will charge Client the rate stated in the "Schedule of Charges" identified above. Client agrees to pay the amount due to Contractor on or before the 20th (twentieth) day from invoice date. All fees for Doorstep Service shall be paid directly from Client to Contractor and shall not be paid by or routed through any waste broker or other entity. After the initial twelve (12) months of the original term of the SA, in Contractor's discretion, the Schedule of Charges may be adjusted annually to reflect increases in the Consumer Price Index and Contractor will notify Client of such adjustment. Contractor may impose, and Client agrees to pay, a late fee for all past due payments for Doorstep Service; such late fee shall be a monthly charge of one and one-half percent (1.5%) of the monthly payment due but in no event shall such amount exceed the maximum rate allowed under applicable law. Late payments or missed payments for Doorstep Service may result in the suspension of Doorstep Service with thirty (30) days notice.

5. **TERMINATION.** At any time during the term of this SA, Client shall have the right to terminate this SA without cause upon 30 days written notice by certified mail after paying Contractor the full payment of any outstanding invoices, and costs for any damages or unreturned collection containers. If Contractor defaults in the performance of this SA because Contractor's Doorstep Service is not performed in a satisfactory manner (i.e., to reasonable industry standards), Client may provide a default notice to Contractor by certified mail. If within ten (10) days of the receipt of such notice, Contractor has not cured the problem to reasonable industry standards, Client may cancel this SA immediately by certified mail to Contractor. If Client defaults in the performance of its obligations under this SA, Contractor may terminate this SA if Client has not cured the default within ten (10) days of receipt of notice from Contractor describing the default.

6. **TERMINATION FEE.** Intentionally omitted.
7. **WASTE MATERIALS.** Client agrees to use commercially reasonable efforts to notify all tenants, agents, contractors and employees that no one will deposit or place for collection in Contractor's equipment or in/around Doorstep Service collection containers, any oversized items (e.g., beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, biomedical (i.e. syringe), infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste"). Should Client or Client's resident's waste contain any Excluded Waste, Contractor may, at Contractor's option, return it to Client and require Client to remove and dispose of the Excluded Waste at Client's expense.
8. **INDEMNIFICATION AND WAIVER.** Contractor agrees to indemnify, defend, and save Client harmless from and against any and all liability which Client may incur as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act, negligent omission, or willful misconduct of Contractor or its employees, agents, or independent contractors which occurs in connection with Contractor's performance of this SA and Addenda; provided, however, that Contractor's indemnification obligations will not apply to occurrences involving Excluded Waste (as defined in Section 7 above) or occurrences where to the extent that the negligent act, negligent omission or misconduct of Client, Client's employees, agents and contractors contributed to the claimed liability. None of Client, Client's owners, employees and agents shall be liable for, and Contractor hereby waives all claims against them for, injury to Contractor or Contractor's employees or for loss of or damage to any of its or their property in or about the Property by or from any cause whatsoever, except to the extent caused by or arising from gross negligence or willful act of Client or its agents, employees or contractors. Neither party shall be liable for consequential, incidental, or punitive damages arising out of the performance of or failure to perform this SA.
9. **ASSIGNMENT.** Client may not assign or otherwise transfer this SA without Contractor's written consent, which consent shall not be unreasonably withheld. In the event that (a) the Property is sold or assigned or (b) Client is acquired by or merged with another company, then in each such event Client shall notify Contractor of such event in writing in advance of any such sale, assignment or transfer and cause this SA to be assigned to and assumed by any new owner/company and/or the respective successors and assigns of the Property as a condition of closing on any such sale or transfer. Upon thirty (30) days prior written notice to Client, Contractor may assign the SA or any Addenda to any corporation or entity capable of performing Contractor's obligations hereunder.
10. **ADDITIONAL SERVICES.** At any point during the term of this SA, Client may request a meeting with Contractor to review the Doorstep Service, provide feedback and discuss any additional Client needs pursuant to this Section 10. Contractor may agree to provide Client with additional services and equipment. The parties agree to supplement this SA with a detailed description of the additional services in Addenda issued by Client or its authorized Property Management Company and accepted by Contractor. All such services and equipment provided to Client will be specifically outlined in the service descriptions and service fees outlined in the schedule of charges on such Addenda to the SA and annexed and, except as otherwise expressed therein, considered part of this SA as if set forth more fully herein.
11. **COOPERATION AND CLIENT'S OBLIGATIONS.** Client will grant Contractor unrestricted access to any/all disposal measures utilized at the Property including (but not limited to) the following: Solid waste or Recycling compactors, dumpsters and/or open top boxes, and any/all alternative collection means. Any keys, codes or other methods of access will be provided to Contractor prior to beginning Doorstep Service and upon any changes thereto. Client agrees to maintain its compactor(s) or dumpster(s) empty and available at the time of scheduled Doorstep Service; otherwise, Contractor will not be able provide Doorstep Service to Client's property, and Client will be responsible for loading into such compactor or dumpster any trash on the Property while such containers were full. For the avoidance of doubt, Contractor is not responsible for any additional charges levied by hauler for frequency of pickup/haul based on loading to accommodate obligations under this SA. In order to facilitate the Valet Living Services, Client agrees to, directly or indirectly through its management company, (a) fully cooperate with Contractor on matters relating to the Services offered and provide Contractor with reasonable access to the Property, and such storage accommodation, gate access and other facilities as may reasonably be requested by Contractor, for the purposes of informing community residents and performing and implementing the Services; (b) respond promptly to any Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Contractor to provide notifications regarding the Services or otherwise perform Services in accordance with the requirements of this SA; (c) support Contractor in ensuring the safety and security of its employees, agents and independent contractors providing the Services in compliance with all applicable laws; and (d) comply with all applicable laws in relation to the Services and provision of notifications and information to community residents before the date on which the Services are to start. The Valet Living Home Platform and all logos associated therewith, and all other Valet Living products and services, have copyrights or are registered trademarks of Valet Living, LLC in the United States and other countries. Any unauthorized use of the Valet Living Home Platform and Services by Client will be deemed a material breach of this SA and will entitle Contractor, without derogating from any other remedies available to it, to immediately suspend or terminate the Valet Living Services with no liability to Client. Upon termination of the Valet Living Home Platform, the users' rights to use the Valet Living Home Platform will immediately cease and any outstanding invoices for Services, Fees and other liabilities will be immediately due.
12. **TAXES.** Client shall be responsible for and shall pay any and all local, county, state, and/or federal taxes that may be imposed upon the services provided by Contractor. Contractor shall be responsible for any applicable taxes due and payable on equipment owned by Contractor.
13. **INSURANCE.** Contractor warrants that throughout the Term and duration of any services, it shall maintain Liability insurance with the following limits and coverages: General liability with limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; Auto Liability limits at \$2,000,000 combined single limit, Bodily Injury and Property Damage including Non-owned/Hired Auto Liability coverage; Workers Compensation with an Employer's Liability limit of \$1,000,000 each accident, by disease and per employee; Umbrella coverage with a limit of at least \$5,000,000. These coverages will 1) be written through an insurance company with an A- Best's Rating or better and 2) provide the Client as additional insured on a primary basis when required by written contract and 3) that

any insurance maintained by additional insureds shall be excess and non-contributory. A Certificate Of Insurance ("COI") meeting these requisites will be available upon written request at the time the SA is signed. Contractor or their insurance carrier shall endeavor to provide to Client thirty days written notice prior to any cancellation or material modification of its insurance policy before the expiration dates thereof. Except where prohibited by law, Contractor's insurance shall waive the rights of recovery or subrogation against Client. See Exhibit "C" for additional insurance requirements

14. **NON-SOLICITATION.** During the term of this SA and for three (3) months after any termination of this SA, Client and any agent or Property Management Company acting on its behalf, will not, without the prior written consent of the Contractor, either directly or indirectly, on Client's own behalf or on behalf of others, contact, solicit or attempt to solicit, divert or hire away any person employed by the Contractor or any customer of the Contractor that has worked on any Property receiving services under the SA.
15. **WASTE BROKER AGREEMENTS.** Client represents, warrants, and agrees that the services set forth in the SA or Addenda fall outside of the scope of any applicable contract, whether oral or in writing, that Client may have with a waste broker, waste hauler or similar entity providing any waste services to the Property.
16. **MISCELLANEOUS.** This SA will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any cause of action in any way arising under or related to this SA or the parties' business dealings shall be in a court of competent jurisdiction located in Montgomery County, Pennsylvania. The SA and Addenda shall be binding on the Parties and their authorized successors and assigns. The representations, warranties, and indemnifications herein shall survive the termination of the SA. In the event of a breach or claim under this SA, the non-prevailing party shall pay all reasonable attorney's fees, collection fees, and costs to the prevailing party, including appellate fees and costs. Neither party shall be liable for delays or any failure to perform under this SA due to causes beyond its reasonable control (e.g., fire, flood, weather, natural catastrophe, war) that make it impossible for such party to fulfill its obligations hereunder.
17. **CONFIDENTIALITY.** Each of the parties acknowledges that it or its associates/employees, contractors and agents ("Receiving Party") may, in the course of performing its responsibilities under this SA, be exposed to or acquire non-public information which is proprietary to or confidential to either party ("Disclosing Party"), including but not limited to the application, business plans relative to the Services, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing ("Confidential Information"). Confidential Information does not include information that (i) is in the public domain; ii) is or becomes known to the Receiving Party through disclosure by any third party, without any wrongful act of the Receiving Party or such third party; iii) is subsequently disclosed by the Receiving Party pursuant to the requirement of a statute, regulation, or judicial or administrative order requiring disclosure thereof, provided that the Receiving Party first provides the Disclosing Party with written notice of any such requirement, promptly upon learning of the requirement; or iv) has been or is subsequently developed independently by the Receiving Party without any use of Confidential Information. Each of the Parties agrees to hold, and require its associates/employees, contractors and agents to hold, such Confidential Information in strict confidence and not disclose such information to third parties or use such information for any purpose whatsoever other than in the performance of this Addendum. Each of the parties acknowledges that disclosure of Confidential Information will cause irreparable injury and agrees not to make any disclosures without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. This Section 17 shall survive the expiration or earlier termination of this SA.
18. **NO RIGHTS GRANTED.** The Confidential Information shall remain the property of the Disclosing Party, and disclosure to any Receiving Party shall not confer on Receiving Party or on its representatives any rights with respect to such Confidential Information other than rights specifically set forth in this SA. Receiving Party further acknowledges that the Disclosing Party grants no present or future rights or license, under any of its inventions, patents, copyrights, trade secrets, trademarks or other property, to the Receiving Party or its affiliates with respect to Confidential Information. Contractor alone shall own all rights, title and interest evidenced by, embodied in, and/or attached/connected/related to the Valet Living Home Platform and Services.
19. **AUTHORITY.** The individuals executing this SA on behalf of Contractor or Client hereby represent that they have full and complete actual authority to bind their respective companies to all of the terms and conditions of the SA and that they have obtained all corporate and board approvals required prior to signing the SA or any Addenda. Further, the parties represent and warrant that executing any SA or Addenda is within the scope of its duties and responsibilities for Contractor or the Client and not precluded by the terms of any agreement.
20. **ENTIRE AGREEMENT.** This SA and Addenda executed by the Parties represent the entire agreement between the Parties. In the event of any conflict, ambiguity, or inconsistency between the terms and conditions of the main body of this SA and the specific terms and conditions of an Addendum, the provisions of the Addendum will prevail. Neither party has entered into this SA based on representations other than those contained in this SA. This SA or any Addenda may be amended only by a written agreement signed by both parties. This SA supersedes any and all other agreements between the parties whether written or oral.
21. **COUNTERPARTS.** This SA may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this SA delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this SA.

Exhibit B – reference Exhibit A

Exhibit C: Insurance Requirements for Vendors and Contractors

Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. Worker's Compensation and Occupational Disease Insurance

Workers Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
Employers Liability Disease – Each Employee	\$1,000,000
Employers Liability Disease – Aggregate	\$1,000,000

Include Waiver of Right to Recover from Others Endorsement (WC 00 03 10) where permitted by state law, naming Lindy Communities

B. Commercial General Liability (Occurrence Form)

Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Contractor sublets to another, all or any portion of the work, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C."

C. Commercial Automobile Liability Insurance

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage	\$1,000,000
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D. Umbrella / Excess Liability Insurance

Coverage must include the following minimum limits:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

If the Vendor/Contractor maintains higher limits than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.

Additional Insured Status

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

Primary Coverage

For any claims related to this contract, the Vendor's/Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.

Vendor/Contractor's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

Waiver of Subrogation

Vendor/Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor/Contractor may acquire against Lindy Communities by virtue of the payment of any loss under such insurance. Vendor/ Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Lindy Communities. Lindy Communities may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating (www.ambest.com) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

Verification of Coverage

Vendor/ Contractor shall furnish Lindy Communities with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit C. All certificates and endorsements are to be received and approved by Lindy Communities before work commences. Failure to provide the required documents prior to the work beginning is not construed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor/Contractor shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

Off Site Property Exposure

Where an Off Project Site Property exposure exists, Vendor/Contractor at its sole expense shall furnish to Lindy Communities Certificates of Insurance and other required documentation evidencing the minimum requirements of coverage. Lindy Communities is to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

“All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

Special Risks or Circumstances

Lindy Communities reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor/Contractor shall require and verify that all Subcontractors and Subcontractors Personnel maintain insurance meeting all of the minimum requirements stated herein, and Vendor/Contractor and Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor’s CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor’s insurance at least as broad as ISO Form CG 20 38 04 13.

By signing below, Vendor/Contractor agrees to be bound by all of the above requirements.

Brian Kroker
(Signature)
OWNER

Brett Brown
(Signature)
VENDOR/CONTRACTOR

Brian M Kroker Chief Operating Officer
Print name and title

Brett Brown, CFO
Print name and title

12/17/2024
Date

12/17/2024
Date