



## Service Contract

This Agreement ("Agreement") is made on May \_\_, 2019,  
by and between Lindy Communities ("Managing Agent"), not personally but  
solely as agent for Owner of Property (as defined below) ("Owner") and Sam  
Wexler Plumbing, Inc ("Contractor") for Work, as defined in Exhibit A- Scope  
of Work ("Exhibit A") to be performed at several properties (the "Property"), as  
defined in Section 2.

**TERM OF AGREEMENT:** Commencement date: May 1, 2019 \_\_\_\_  
Termination date: April 30, 2020 \_\_\_\_

### SECTION 1 RECITALS

WHEREAS, Lindy Communities has been appointed Managing Agent 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 Managing Agent, 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 3. PAYMENT AND INVOICING

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

In the event of any inconsistency between this Section and Exhibit "A" and Exhibit "B", 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.

Managing Agent will not be required to make any payment to or at the request of Contractor until Managing Agent confirms that the Work performed by Contractor is complete and acceptable to Managing Agent. Payments made hereunder will not be deemed to be an admission or approval by Managing Agent of the sufficiency or adequacy of the Work.

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

### SECTION 4. TERM AND TERMINATION

4.1 **Term.** Unless otherwise canceled pursuant to the terms of this Agreement, the term of this Agreement will commence as of the Commencement Date shown on the first page of this Agreement. ~~No automatic renewal is in effect or implied. This Agreement will expire at the Termination Date as shown on the first page of this Agreement.~~

*This agreement will renew on a month to month basis unless terminated by either party with 30 day written notice.*

4.2 **Termination**

- FL* *11/14/19*
- A. **Termination with Notice to Cure.** In the event Contractor fails to perform any obligation in this Agreement in a manner satisfactory to Managing Agent, Managing Agent may, by written notice to Contractor, specify in detail the nature of the failure to perform and provide thirty (30) days notice to terminate from receipt of written notice for the Contractor to cure the failure. If the failure remains uncured, in the sole opinion of Managing Agent, at the end of the 30-day written notice to terminate the Agreement, the Agreement will terminate at that time.
  - B. **Termination with or without Cause.** With or without cause, Managing Agent 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 satisfactory to Managing Agent, then Managing Agent may, without prejudice to any other remedy it may have, upon 5 (five) days written notice to Contractor, terminate this Agreement. Without limiting the foregoing, Managing Agent may, without prejudice to any other rights or remedies of Managing Agent at law, in equity, or under this Agreement, and without any

Agent, 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 Managing Agent in writing, before proceeding with its work. If necessary or applicable, Contractor must allow Managing Agent a reasonable time to remedy any defects. If Contractor's work is delayed by Managing Agent's requirement of time to remedy defects, any work completion date set forth in **Exhibit "A"** and **Exhibit "B"** 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 Managing Agent's consent and if in

compliance with all Legal Requirements (as defined in Section 5.10), placed in a trash receptacle or dumpster designated by Managing Agent.

If applicable, Exhibit "D" sets forth a schedule of Work to be performed, with Contractor hereby acknowledging that Managing Agent 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 Managing Agent 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 Managing Agent 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 Managing Agent at Managing Agent's sole discretion. Managing Agent may optionally require some or all of Contractor's Personnel to be dressed in a uniform subject to the approval of Managing Agent.
- 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, Managing Agent finds unacceptable (as evidenced by a request from Managing Agent 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

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.

**5.8 Equipment and Supplies.** 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 equipment and supplies, which, in the sole discretion of Managing Agent, is inappropriate for its designated use. However, the right of Managing Agent 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.
- B. **Equipment/Supplies/Material Delivery and Storage:** In each and every instance, Contractor will coordinate with Managing Agent Prior to delivery to Property of equipment. Supplies and/or material used in performing the Work outlined herein. Contractor will not store equipment, supplies and/or materials on-site without written permission from Managing Agent, which permission Managing Agent may withhold in its sole and absolute discretion. Storeroom(s), if provided to Contractor in Managing Agent's sole and absolute discretion, will be kept in a neat, orderly and broom clean condition by Contractor at its sole cost and expense. Managing Agent 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, Supplies and Materials:** Upon expiration or termination of this Agreement, Contractor will, at its sole cost, remove all of its equipment, supplies and/or materials placed at the property, leaving the area where the equipment, supplies 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, or unless timeframe for Removal is extended and agreed to in writing...

**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.

the leasing office, or in any common area, or in any apartment unit while on Property.

**516 Checking-in with Managing Agent.** On a daily basis, Contractor will “check-in” with Managing Agent or designated person(s) assigned by the Managing Agent prior to beginning that day’s Work. Furthermore, Contractor will “check- out” daily at the completion of said day’s Work. Any damage of any nature whatsoever, whether involving bodily injury, death, or damages to personal or private property caused by Contractor or in connection with the Work, must be immediately reported to Managing Agent verbally as well as in written form acceptable to Managing Agent before the end of the day when said damage occurred.

## **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 Managing Agent 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, gross negligence or willful misconduct of Managing Agent.
- B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against Managing Agent or Owner that is connected to Contractor in performing the Work as described in this Agreement.

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 Managing Agent or Contractor if so requested. Upon termination of this Agreement, Contractor or Managing Agent 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 or Managing Agent. Contractor agrees to notify Managing Agent and Managing Agent agrees to notify Contractor promptly and in writing of any circumstances of which Contractor or Managing Agent 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 Managing Agent 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 Managing Agent'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 Managing Agent in its role of agent for Owner. In any event, Contractor hereby assigns any right it may have in such work product to Managing Agent 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 Managing Agent on a time and material basis or to the extent required by law.

**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

Agreement will not under any circumstances extend to any such negative capital account. Contractor acknowledges and agrees that Managing Agent 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 Managing Agent 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 Managing Agent'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 Managing Agent ("**Hazardous Materials**"), or permit or allow any third party to do so, without Managing Agent's prior written consent, which may be granted or withheld in Managing Agent'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 Managing Agent for any cost or expense incurred by Managing Agent, 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.

**11.2 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 Managing Agent, Contractor will cause such items to be removed from Property and properly disposed of, in accordance with applicable laws, codes and/or regulations at Contractor's sole cost and expense.

**11.3 Material Safety Data Sheets.** Contractor will provide to Managing Agent 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, Managing Agent will have the right, but not the obligation, without in any way limiting Managing Agent's other rights and remedies under this Agreement, at law, or in equity, to take such actions as Managing Agent 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 Managing Agent upon demand.

**11.05 Presence of Lead or Asbestos Containing Materials (ACM's).** Managing Agent agrees to notify Contractor if Managing Agent is aware or becomes aware prior to the

## 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 Managing Agent to enforce the provisions of this Agreement will in no way constitute a waiver by Managing Agent of any contractual right hereunder, unless such waiver is in writing and signed by Managing Agent.

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 Managing Agent or Owner 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, Managing Agent 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), Managing Agent will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

**14.12. Governing Law and Venue.** The laws of the Commonwealth of Pennsylvania shall govern the validity, construction, enforcement, and interpretation of this Contract, unless otherwise specified herein except for the conflict of laws provisions thereof. All claims, disputes and other matters in question arising out of or relating to this Contract, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in Montgomery County, Pennsylvania, and the parties hereto expressly consent to the venue and jurisdiction of such court.

**14.13. Binding Effect.** This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors, heirs and permitted assigns.

**14.14** The parties hereby irrevocably waive any and all rights which they may have to a trial by jury in any action, suit or proceeding at law or in equity arising hereunder or in connection with this agreement. The parties acknowledge that the foregoing waiver is knowing, voluntary and intelligent.

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

MANAGING AGENT (LINDY COMMUNITIES), solely as Agent for Owner

By:

Brian Krokar

Signature:

Brian Krokar

Title

CEO

Lindy Communities

CONTRACTOR

Authorized signatory:

By: (printed name)

Randy Marcus

Signature:

Randy Marcus, VP 5.10.19,

Title:

V. P.

SAW Water Plumbing, Inc.

## 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 0310) 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

**D. Umbrella / Excess Liability Insurance**

Coverage must include the following minimum limits:

Each Occurrence

\$2,000,000

General Aggregate

\$4,000,000

5.10.19  
5.10.19

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.

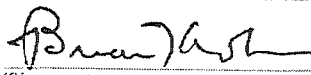
**Special Risks or Circumstances**

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.

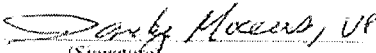
  
(Signature)

MANAGING AGENT  
LINDY COMMUNITIES

Brian Kroker, COO

Print name and title

5/10/19  
Date

  
(Signature)  
VENDOR/CONTRACTOR  
Simulated for Remedy, Inc

Randy Morales  
Print name and title

5.10.19  
Date

Exhibit A

Sam Wexler Plumbing, Inc  
Proposed Pricing for Lindy Properties  
2018 + 2019

Labor:

2018

Forman	\$115 /hr.
Mechanic	\$90 /hr.
Helper	\$50 /hr.

Overtime	Time and Half
Weekends	Double Time
Holidays	Double Time
Travel	1/2hr.

Normal Business Hours:	(8:00 AM to 4PM)
Overtime:	(call receive after 3:00PM)

Drain Cleaning

<u>Normal Business Hours:</u>	\$169/hr.
(One person 1-1/2hrs incl. travel time)	
Additional Line	\$95/Line
Additional Time	\$85/hr.
Additional Person	\$85/hr.
R&R Toilet	\$75/hr.
Roof Access (2 men)	\$125

<u>Emergency Calls (weekends &amp; Holidays):</u>	\$295/hr.
(calls after 3:00PM)	
Additional Line	\$190/hr.
Additional Time	\$170/hr.
Additional Person	\$170/hr.
R&R Toilet	\$75/hr.
Roof Access (2 men)	\$250

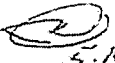
Jetting:

<u>Normal Business Hours:</u>	
All Day	\$1,300
Regular Jetting	\$650
(2men for first 4hrs, prorate if less)	
Additional Person	\$85/hr.

<u>Emergency Calls</u>	\$950
(calls after 3:00PM)	

Material:

Material Purchases on Lindy's Account	
Use Designated Supply Houses	
(Truck Stock from Wexler's Truck) - Mark up	30%

 5.10.19

10/2/2018