

AMENDMENT TO SERVICE CONTRACT

AND NOW, this June 23, 2020, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Fox Pool Management, Inc. (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about March 13, 2019 ("Contract");

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on December 31, 2019; and

WHEREAS, the parties desire to extend the Contract and change the termination date to December 31, 2020.

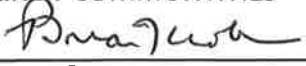
NOW THEREFORE, in consideration of the mutual premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above and the Contract referred to therein are hereby incorporated herein by reference as if set forth in full in the body of this Amendment.
2. The termination date of the parties' Contract is changed to December 31, 2020.
3. The Exhibits A & B to the Service Contract are revised as per the attachment to this Amendment for Park at Westminster, Warrington Crossings, and Bromley House.
4. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
5. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

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


MANAGING AGENT:

LINDY COMMUNITIES



By: Brian Kroker
Date: 6/24/20
Title: COO

CONTRACTOR:



By: Matt Frey
Date: 06/24/2020
Title: General Manager

Intentionally
Blank



Exhibit A+B

Fox Pool Management, Inc.

111 Pheasant Run • Newtown, Pa 18940 • Telephone (215) 860-7125 • Fax (215) 860-6738

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POOL MAINTENANCE AGREEMENT

This agreement, made and entered into this 23rd day of June 2020, between Fox Pool Management, Inc. 111 Pheasant Run - Carriage House #1, Newtown, PA 18940, hereinafter referred to as "Pool Services" and Park at Westminster, 600 Valley Road, A-15, Warrington, PA 18976, hereinafter referred to as "Owner."

WHEREAS, THE OWNER desires the service of Pool Services to operate and manage the Owner's swimming pool at its location described above and Pool Services is willing and able to provide such services, the parties agree as follows and as hereinafter set forth with respect to the swimming season of summer, **2020** under the following terms and conditions:

Section 1. **HOURS OF OPERATION:**

Pool Services will operate and manage the aforesaid swimming pool from **June 29, 2020** through **September 7, 2020**.

Section 2. **COMPENSATION TO POOL SERVICES:**

- A. For the service hereinafter set forth the Owner shall pay to Pool Services the total sum of **Six thousand, two hundred dollars and 00/00 cents (\$6,200.00)** in accordance with the following schedule:

(First payment due 7/1/2020) **Two thousand, two hundred dollars and 00/00 cents (\$2,200.00)**

On the 1st day of August and September **Two thousand dollars and 00/00 cents (\$2,000.00)**

- B. The Owner may withhold ten percent (10%) of the final payment until the Owner is notified in writing that the pool has been winterized by Pool Services, as provided herein.
- C. Owners failure to make any payment when due may be cause for Pool Services to discontinue this service.

Section 3. **CHEMICALS:**

Pool Services will furnish the following chemicals necessary for normal pool operation: Chlorine, soda ash, and muriatic acid **which will be billed as used**. At Owner's request, Pool Services will provide additional chemicals as may be necessary due to condition of pool, paint or plumbing, which will be at Owner's expense.



Fox Pool Management, Inc.

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Section 4. OPENING POOL: STANDARD SERVICE:

Pool Services will summerize pool by completing the following services:

- A. Check all visibly apparent and readily accessible plumbing, filtration and test equipment for pool(s).
- B. Check inventory of supplies and report to Owner.
- C. Pump out pool and acid clean, if necessary, with all utilities and water costs at Owner's expense. Pool Services will turn on water to fill pool.
- D. After Owner notifies Pool Services that pool is full and Owner has turned off water, Pool Services will return to add chemicals and turn on Owner's filtration system.
- E. Clean pool and deck area within pool fence.
- F. As requested, mount Owner's diving boards, guard chairs and ladders in reasonably usable condition. Owner hereby acknowledges Pool Services recommendation against any use of diving boards.
- G. Recirculate water through filtration equipment.
- H. Backwash water through filtration equipment.
- I. Have pool ready for operation at least two days before opening date.
- J. During the period commencing on the date Pool Services starts pool pursuant to the terms of this contract (after pool is filled by Owner), and ending on the date pool is opened for swimming per Section 1 above, Owner shall be responsible for maintaining the proper water level in pool and for adding chlorine (which shall be provided by Pool Services) and any costs or delays caused by Owner's failure to do so. Pool Services shall be responsible for maintaining the proper water level and for adding all chemicals throughout the season set forth in Section 1 above.
- K. Pool Services shall not be responsible for any movement of pool(s), decks, plumbing or building.
- L. In the event of restrictions by municipal or governmental agencies on the manner or location of wastewater disposal, the Owner shall be solely responsible for any costs associated with this disposal.
- M. Pool Services shall not be responsible for repairs to pumps, motors, filters or plumbing required to make the pool operational. If such repairs are made they shall be with Owner's approval and shall be billed accordingly.

Section 5. STANDARDS OF MAINTENANCE

The swimming pool will be maintained in a clean and sanitary condition by Pool Services. General cleaning, water testing, and adding chemicals to the water, will be performed when pool has minimum use. Pool Services will stop by three days per week to perform the above-mentioned services. Emergency visits will be billed at \$150.00 per visit. Owner will furnish all certificates required by local health departments and other regulatory bodies necessary for the operation of pool.



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Section 6. **LIABILITY INSURANCE & WORKER'S COMPENSATION**

Public liability insurance for **\$2,000,000.00** as well as Worker's Compensation insurance shall be provided by Pool Services and upon request Pool Services shall provide Owner with certificates. If Owner wishes to be listed as an "additional insured, ~~Owner agrees to pay Pool Services \$150.00 extra for such coverage.~~ Pool Services will be indemnified by Owner and Owner will hold harmless Pool Services for any personal injuries or death resulting from defects in original design, construction, installation, placement or state of repair of pool equipment and pool and deck surfaces. The intent of this article is that Pool Services will agree to be held liable only for negligence on the part of its employees in the performance of their duties. Since Pool Services does not own, design or construct the pool or its equipment, it will not be held liable for acts and events arising from defects in same.

Section 7. **UTILITIES**

The Owner shall furnish water, electricity, gas and telephone service and pay for same.

Section 8. **WINTERIZING POOL:**

At the end of the swimming season as herein specified, or as extended by mutual agreement between the parties, Pool Services will winterize and close the pool, and perform and furnish the following services:

- A. Drain pump and motor and remove necessary plugs.
- B. Remove and store diving boards, guard chair and other removable equipment as needed.
- C. Clean all vacuuming equipment and store.
- D. Drain all hoses and store.
- E. Drain all filtration equipment.
- F. Remove plumbing plugs as necessary.
- G. Backwash filters and clean elements.
- H. Blow pool filtration lines with compressor.
- I. Drain chemical feeder.
- J. Remove chlorinator for cleaning and overhaul if needed.
- K. Leave all valves at appropriate settings.
- L. Remove all skimmer baskets and clean and store.
- M. Store all first-aid supplies and safety equipment.
- N. Inspect all pool machinery and equipment and list parts required for next season's operation.
- O. Check all filter room plumbing and notify Owner of repairs needed, if any.
- P. Prepare an inventory for Owner of pool-related equipment stored for the winter.
- Q. It shall be the Owner's responsibility to winterize, turn off and/or drain all fresh water line associated with the pool area, feeding such areas as the drinking fountains, lavatory facilities, bath houses, club house, pool filtration equipment and pool fill lines.
- R. Pool Services shall not be responsible for any movement of pool(s), decks, plumbing or buildings.
- S. Owner shall be responsible for any costs associated with disposal of water or any wastes.
- T. Pool Services shall not be responsible for additional lowering of water level due to rain or snow during winter.



Fox Pool Management, Inc.

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Section 12. MISCELLANEOUS

- A. This agreement shall be governed by the laws of Pennsylvania. Pool Services shall have the unrestricted right to assign this agreement. This agreement constitutes the entire understanding of the parties and there are no oral or written agreements between the parties except as set forth herein.
- B. No term or condition set forth herein shall be deemed to have been waived by either party unless such waiver be in writing and executed by the parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same, similar or different nature.
- C. All of the clauses and provisions of this agreement are severable, and in the event any clause or provision shall be declared or determined to be void or invalid for any reason whatsoever, all remaining clauses or provisions of this Agreement shall be binding and effective.
- D. **Owner has the option of converting this maintenance agreement to a full-service agreement with Lifeguards on request. Lifeguard hours will be billed at a rate of \$17.00 per hour which includes insurance, taxes, workers compensation, overtime, etc.**

IN WITNESS HEREOF, the parties hereto have signed this agreement (4 pages) by their duly authorized representative, intending to be legally bound, on the date below indicated, this contract to be in full force and effect from that date.

Dated: 06/23/2020

By: _____
Authorized Representative
Fox Pool Management, Inc.

Dated: 6/24/20

By:
Owner or Representative



Fox Pool Management, Inc.

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POOL MAINTENANCE AGREEMENT

This agreement, made and entered into this 23rd day of June 2020, between Fox Pool Management, Inc. 111 Pheasant Run - Carriage House #1, Newtown, PA 18940, hereinafter referred to as "Pool Services" and Warrington Crossing, 1700 Street Road, Warrington, PA 18976, hereinafter referred to as "Owner."

WHEREAS, THE OWNER desires the service of Pool Services to operate and manage the Owner's swimming pool at its location described above and Pool Services is willing and able to provide such services, the parties agree as follows and as hereinafter set forth with respect to the swimming season of summer, **2020** under the following terms and conditions:

Section 1. **HOURS OF OPERATION:**

Pool Services will operate and manage the aforesaid swimming pool from **June 29, 2020** through **September 7, 2020**.

Section 2. **COMPENSATION TO POOL SERVICES:**

- A. For the service hereinafter set forth the Owner shall pay to Pool Services the total sum of **Six thousand, two hundred dollars and 00/00 cents (\$6,200.00)** in accordance with the following schedule:

(First payment due 7/1/2020) **Two thousand, two hundred dollars and 00/00 cents (\$2,200.00)**

On the 1st day of August and September **Two thousand dollars and 00/00 cents (\$2,000.00)**

- B. The Owner may withhold ten percent (10%) of the final payment until the Owner is notified in writing that the pool has been winterized by Pool Services, as provided herein.
- C. Owners failure to make any payment when due may be cause for Pool Services to discontinue this service.

Section 3. **CHEMICALS:**

Pool Services will furnish the following chemicals necessary for normal pool operation: Chlorine, soda ash, and muriatic acid **which will be billed as used**. At Owner's request, Pool Services will provide additional chemicals as may be necessary due to condition of pool, paint or plumbing, which will be at Owner's expense.



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Section 4. OPENING POOL: STANDARD SERVICE:

Pool Services will summerize pool by completing the following services:

- A. Check all visibly apparent and readily accessible plumbing, filtration and test equipment for pool(s).
- B. Check inventory of supplies and report to Owner.
- C. Pump out pool and acid clean, if necessary, with all utilities and water costs at Owner's expense. Pool Services will turn on water to fill pool.
- D. After Owner notifies Pool Services that pool is full and Owner has turned off water, Pool Services will return to add chemicals and turn on Owner's filtration system.
- E. Clean pool and deck area within pool fence.
- F. As requested, mount Owner's diving boards, guard chairs and ladders in reasonably usable condition. Owner hereby acknowledges Pool Services recommendation against any use of diving boards.
- G. Recirculate water through filtration equipment.
- H. Backwash water through filtration equipment.
- I. Have pool ready for operation at least two days before opening date.
- J. During the period commencing on the date Pool Services starts pool pursuant to the terms of this contract (after pool is filled by Owner), and ending on the date pool is opened for swimming per Section 1 above, Owner shall be responsible for maintaining the proper water level in pool and for adding chlorine (which shall be provided by Pool Services) and any costs or delays caused by Owner's failure to do so. Pool Services shall be responsible for maintaining the proper water level and for adding all chemicals throughout the season set forth in Section 1 above.
- K. Pool Services shall not be responsible for any movement of pool(s), decks, plumbing or building.
- L. In the event of restrictions by municipal or governmental agencies on the manner or location of wastewater disposal, the Owner shall be solely responsible for any costs associated with this disposal.
- M. Pool Services shall not be responsible for repairs to pumps, motors, filters or plumbing required to make the pool operational. If such repairs are made they shall be with Owner's approval and shall be billed accordingly.

Section 5. STANDARDS OF MAINTENANCE

The swimming pool will be maintained in a clean and sanitary condition by Pool Services. General cleaning, water testing, and adding chemicals to the water, will be performed when pool has minimum use. Pool Services will stop by three days per week to perform the above-mentioned services. Emergency visits will be billed at \$150.00 per visit. Owner will furnish all certificates required by local health departments and other regulatory bodies necessary for the operation of pool.



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Section 6. **LIABILITY INSURANCE & WORKER'S COMPENSATION**

Public liability insurance for **\$2,000,000.00** as well as Worker's Compensation insurance shall be provided by Pool Services and upon request Pool Services shall provide Owner with certificates. If Owner wishes to be listed as an "additional insured," ~~Owner agrees to pay Pool Services \$150.00 extra for such coverage.~~ Pool Services will be indemnified by Owner and Owner will hold harmless Pool Services for any personal injuries or death resulting from defects in original design, construction, installation, placement or state of repair of pool equipment and pool and deck surfaces. The intent of this article is that Pool Services will agree to be held liable only for negligence on the part of its employees in the performance of their duties. Since Pool Services does not own, design or construct the pool or its equipment, it will not be held liable for acts and events arising from defects in same.

Section 7. **UTILITIES**

The Owner shall furnish water, electricity, gas and telephone service and pay for same.

Section 8. **WINTERIZING POOL:**

At the end of the swimming season as herein specified, or as extended by mutual agreement between the parties, Pool Services will winterize and close the pool, and perform and furnish the following services:

- A. Drain pump and motor and remove necessary plugs.
- B. Remove and store diving boards, guard chair and other removable equipment as needed.
- C. Clean all vacuuming equipment and store.
- D. Drain all hoses and store.
- E. Drain all filtration equipment.
- F. Remove plumbing plugs as necessary.
- G. Backwash filters and clean elements.
- H. Blow pool filtration lines with compressor.
- I. Drain chemical feeder.
- J. Remove chlorinator for cleaning and overhaul if needed.
- K. Leave all valves at appropriate settings.
- L. Remove all skimmer baskets and clean and store.
- M. Store all first-aid supplies and safety equipment.
- N. Inspect all pool machinery and equipment and list parts required for next season's operation.
- O. Check all filter room plumbing and notify Owner of repairs needed, if any.
- P. Prepare an inventory for Owner of pool-related equipment stored for the winter.
- Q. It shall be the Owner's responsibility to winterize, turn off and/or drain all fresh water line associated with the pool area, feeding such areas as the drinking fountains, lavatory facilities, bath houses, club house, pool filtration equipment and pool fill lines.
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Section 12. MISCELLANEOUS

- A. This agreement shall be governed by the laws of Pennsylvania. Pool Services shall have the unrestricted right to assign this agreement. This agreement constitutes the entire understanding of the parties and there are no oral or written agreements between the parties except as set forth herein.
- B. No term or condition set forth herein shall be deemed to have been waived by either party unless such waiver be in writing and executed by the parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same, similar or different nature.
- C. All of the clauses and provisions of this agreement are severable, and in the event any clause or provision shall be declared or determined to be void or invalid for any reason whatsoever, all remaining clauses or provisions of this Agreement shall be binding and effective.
- D. **Owner has the option of converting this maintenance agreement to a full-service agreement with Lifeguards on request. Lifeguard hours will be billed at a rate of \$17.00 per hour which includes insurance, taxes, workers compensation, overtime, etc.**

IN WITNESS HEREOF, the parties hereto have signed this agreement (4 pages) by their duly authorized representative, intending to be legally bound, on the date below indicated, this contract to be in full force and effect from that date.

Dated: 06/23/2020

By: _____
Authorized Representative
Fox Pool Management, Inc.

Dated: 6/24/20

By: 
Owner or Representative



Fox Pool Management, Inc.

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POOL MAINTENANCE AGREEMENT

This agreement, made and entered into this 23rd day of June 2020, between Fox Pool Management, Inc. 111 Pheasant Run - Carriage House #1, Newtown, PA 18940, hereinafter referred to as "Pool Services" and Bromley House, 6901 Old York Road, Philadelphia, PA 19126, hereinafter referred to as "Owner."

WHEREAS, THE OWNER desires the service of Pool Services to operate and manage the Owner's swimming pool at its location described above and Pool Services is willing and able to provide such services, the parties agree as follows and as hereinafter set forth with respect to the swimming season of summer, **2020** under the following terms and conditions:

Section 1. **HOURS OF OPERATION:**

Pool Services will operate and manage the aforesaid swimming pool from **June 29, 2020** through **September 7, 2020**.

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- H. Backwash water through filtration equipment.
- I. Have pool ready for operation at least two days before opening date.
- J. During the period commencing on the date Pool Services starts pool pursuant to the terms of this contract (after pool is filled by Owner), and ending on the date pool is opened for swimming per Section 1 above, Owner shall be responsible for maintaining the proper water level in pool and for adding chlorine (which shall be provided by Pool Services) and any costs or delays caused by Owner's failure to do so. Pool Services shall be responsible for maintaining the proper water level and for adding all chemicals throughout the season set forth in Section 1 above.
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Dated: 06/23/2020

By: _____
Authorized Representative
Fox Pool Management, Inc.

Dated: 6/24/20

By:  _____
Owner or Representative



Fox Pool Management, Inc.

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- A. Drain pump and motor and remove necessary plugs.
- B. Remove and store diving boards, guard chair and other removable equipment as needed.
- C. Clean all vacuuming equipment and store.
- D. Drain all hoses and store.
- E. Drain all filtration equipment.
- F. Remove plumbing plugs as necessary.
- G. Backwash filters and clean elements.
- H. Blow pool filtration lines with compressor.
- I. Drain chemical feeder.
- J. Remove chlorinator for cleaning and overhaul if needed.
- K. Leave all valves at appropriate settings.
- L. Remove all skimmer baskets and clean and store.
- M. Store all first-aid supplies and safety equipment.
- N. Inspect all pool machinery and equipment and list parts required for next season's operation.
- O. Check all filter room plumbing and notify Owner of repairs needed, if any.
- P. Prepare an inventory for Owner of pool-related equipment stored for the winter.
- Q. It shall be the Owner's responsibility to winterize, turn off and/or drain all fresh water line associated with the pool area, feeding such areas as the drinking fountains, lavatory facilities, bath houses, club house, pool filtration equipment and pool fill lines.
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