

AMENDMENT TO SERVICE CONTRACT

AND NOW, this January 6, 2021, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Electronic Security Solutions (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about August 3, 2020 ("Contract");

WHEREAS, the termination date on the first page of the Contract states that the Contract will terminate on July 31, 2021; and

WHEREAS, the parties desire to extend the Contract and change the termination date to January 5, 2022.

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 January 5, 2022, and will automatically renew each year on the termination date for a twelve (12) month period unless terminated by either party giving thirty (30) days' notice before the end of any renewal term. Section 4.1 of the Service Contract is stricken in its entirety.
3. The parties are adding an additional scope of work as outlined in Exhibit A, attached.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

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

PROPERTY NAME:

MANAGING AGENT:

LINDY COMMUNITIES

By: Brian Kroker

By: Brian Kroker

Date: 1/6/21

Title: COO

CONTRACTOR:

Thomas Capie

By: THOMAS CAPIE

Date: 1/7/2021

Title: VP OPERATIONS



Electronic Security Solutions
5115 Campus Drive
Plymouth Meeting PA 19462
Thomas Capie SET, CFPS

tcapie@essfiresys.com

Phone: 267-838-1753

Project #: ESSQ25616-MN

1/6/2021

Brian Kroker
Lindy Communities
309 York Road
Suite 211
Jenkintown, PA 19046

Electronic Security Solutions, LLC shall perform according to the terms and conditions on the pages that are attached and incorporated herein by reference, and listed below:

Type of Service: Annual Services at the Property Location listed below:

Property location: 5325 Old York Road
Philadelphia, PA 19141

Services shall commence on: Date contract is signed by customer

Total Annual Amount: \$360.00

Monitoring Type	
EST4 fire alarm	\$360.00
	\$0.00
Total:	\$360.00

The Customer agrees to purchase, and ESS agrees to provide the services identified in this Agreement subject to ESS Management approval and continuance of credit approval by ESS. No waiver, change, or modification of any terms or conditions of the Agreement shall be binding on ESS unless made in writing and signed by an officer or authorized manager of ESS. The terms on the following pages are part of this Agreement, and are hereby accepted by the undersigned.

Electronic Security Solutions, LLC

Name: [Signature]

Date: 1/7/2021

Customer

Name: [Signature]

Date: 1/6/21



GENERAL TERMS AND CONDITIONS

GENERAL PROVISIONS

All services under this Agreement will be performed during the normal working hours of ESS normal working days unless specifically outlined as a special provision to this Agreement.

The Customer will promptly notify ESS of any malfunction in the system(s) which comes to the Customer's attention.

It is agreed that, in providing the system or services included in this Agreement, ESS is not an insurer, and does not guarantee that no damage or injury to person or property will occur.

In the event that the system or any equipment or component thereof is altered, modified, changed, or moved, this Agreement may be immediately terminated at ESS option.

No representations of any kind have been made by ESS to the Customer except as set forth herein and this document contains the entire Agreement between the parties.

This Agreement is in full force for the agreed period effective on the date it is accepted. The Agreement is renewable according to the terms continued herein and is between ESS and the end user.

This agreement does not apply to major repairs to, or replacement of the equipment covered by this Agreement, if such major repairs are required because of vandalism, flooding, fire, lightning, power failure, installation of incompatible equipment, improper operating procedures, or by any other cause beyond the control of ESS.

This Agreement shall be governed and construed in accordance with the laws of the State of PA. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of PA for any litigation pertaining to this Agreement.

CUSTOMER RESPONSIBILITIES

Customer agrees to provide free access to the equipment; to provide necessary equipment to reach inaccessible equipment and peripheral devices and to supply suitable electrical service.

That in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when ESS is first notified of the emergency or failure and until such time as ESS notifies the Customer that the system is operational or that the emergency has been cleared.

ESS SERVICE RESPONSIBILITIES

ESS will maintain the System in working order in accordance with good workman-like standards. ESS will provide a full test and inspection for price listed above, ESS will provide testing requirements to meet NFPA 72.

SPECIAL PROVISIONS

All of the services described within this agreement will be performed by a trained Fire Alarm Technician.

Following each inspection, a detailed inspection report will be completed documenting all test results on a line item basis. Any equipment deficiencies will be clearly indicated as well as recommendations for any improvements.

All services described in this agreement will be performed in accordance with NFPA and local/state AHJ requirements.

Inspection and Testing of the devices will be performed on a date mutually acceptable to both parties during the times of: Monday through Friday 8 am to 4:30pm.

This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair proposals will be submitted for approval. Should these proposals be declined, those non-maintainable items will be eliminated from the program and the agreement amount adjusted accordingly.

Customer agrees to provide one person familiar with the systems, devices, and locations during testing. That person will assure access to all devices to be tested.

On-Site response to emergency service requests will be within eight (8) hours of receipt of call by ESS.

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List of Equipment

QUANTITY	DESCRIPTION
1	ADDRESSABLE FACP -
0	SMOKE DETECTORS
0	MANUAL STATIONS
0	DUCT DETECTORS
0	HEAT DETECTORS
0	WATERFLOW SWITCHES
0	SUPERVISORY SWITCHES
0	SPEAKERS
0	SPEAKER/STROBES
0	HORN/STROBES



ALARM DATA SHEET

NAME: _____

MONITORED ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE: _____

PREMISE PHONE # _____

PASSCODES: (UP TO 3 CODES) _____

RESPONDING PARTY #1 NAME: _____

RESPONDING PARTY #1 PHONE # _____

RESPONDING PARTY #2 NAME: _____

RESPONDING PARTY #2 PHONE # _____

RESPONDING PARTY #3 NAME: _____

RESPONDING PARTY #3 PHONE # _____



Electronic Security Solutions

5115 Campus Drive

Plymouth Meeting, PA 19462

Labor Rates

Effective Dates: 1/1/2021 – 12/31/2021

	Straight Time	Overtime	Double Time
<u>Non-Contract Customers</u>			
Technician	\$200.00	\$300.00	\$400.00
<u>Contract Customers</u>			
Technician	\$140.00	\$210.00	\$280.00
Service Van:	\$40.00/call		
Sprinkler Service Calls	\$180.00	\$270.00	\$360.00

Straight Time:	Monday through Friday	8:00am to 4:30pm
Overtime:	Monday through Friday	4:30pm to 8:00am and Saturdays
Double Time:	Sundays and Holidays after first 8 hours	

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Date: 6/1/21
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CONTRACTOR:

Thomas Carie
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By: THOMAS CARIE
Date: 6/1/2021
Title: VP OPERATIONS