



Service Contract

This agreement ("**Agreement**"), made on January 28, 2022, is entered into by and between Lindy 251 Dekalb Property Owner, LLC, L-O 251 Dekalb Property Owner, LLC and P-L 251 Dekalb Property Owner, LLC (collectively, "**Owner**") and Sulpizio Inc. ("**Contractor**"), for Work hereinafter defined in Exhibit A- Scope of Work ("**Exhibit A**"). Said Work to be performed at 251 Dekalb (the "**Property**"), a location further described in Section 2.

TERM OF AGREEMENT:

Commencement date: January 1, 2022

Termination date: December 31, 2022

SECTION 1. RECITALS

WHEREAS, Lindy Communities has been appointed by 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"): 251 Dekalb Apartments

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

SERVICE: HVAC repair

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	_____
TITLE	_____
TELEPHONE (cell)	_____
EMAIL	_____

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 arrears.

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.

Owner will not be required to make any payment to or at the request of Contractor until Owner confirms that the Work performed by Contractor is complete and acceptable to Owner. 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, 2022_ 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 for Convenience.** Owner may for its own convenience, 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.
- B. **Termination with Cause.** In the event Contractor fails to perform any requirement, term or specification under this Agreement in a manner satisfactory to Owner, then Owner may, without prejudice to any other remedy it may have, terminate this Agreement if Contractor fails to commence and continue to correct any such default or failure with diligence and promptness within five (5) business days of receiving written notice from Owner of such default or failure. Without limiting the foregoing, Owner may, without prejudice to any other rights or remedies of Owner at law, in equity,

or under this Agreement, , 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. If the unpaid balance owed to Contractor at the time of termination exceeds the Owner's expense of finishing the Work, such excess shall be paid to Contractor.

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 defined, for labor performed on or material furnished to the job.
 - IV. Repeated disregard or failure 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 material term, condition or provision of this Agreement, whether said breach is gross negligence or otherwise.
- C. **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 or for any Work that was not performed in accordance with 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 good 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"** shall 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 dumpster 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, workmanlikemanner.
- 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.
- 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 any of its Subcontractors, 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. 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 caused by the negligent acts or omissions of Contractor or Contractor's Personnel arising out of Contractor's performance of 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. Upon request of Owner, Contractor will provide copies of its payroll books and records, including payment instruments.

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 shall not unreasonably withhold. 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 any of its Subcontractors (unless mutually agreed between the parties) 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 5.9 (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 Reporting. Contractor will report to Owner on an "as needed" basis or promptly after Owner makes such a request to Contractor, all items which Contractor or its employees recognize as being in need of repair or replacement, so that Owner will be able to maintain Property in a first-class condition.

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. On a daily basis, Contractor will "check-in" with Owner 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 Owner verbally as well as in written form acceptable to Owner 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 Owner each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, 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 out of Contractor's performance of Work under this Agreement, provided that any such claim, liability, loss, damage, cost or expenses is attributable to death, bodily injury, or damage to property, whether real or personal, but only to the extent caused by the negligent acts or omissions of Contractor, and/or Contractor's Personnel, 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 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 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 agrees to compensate Indemnified Parties for any damages awarded against Indemnified Parties. 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 or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

63 **Release.** Contractor will assume the entire and exclusive responsibility and liability as described above for any activity by Contractor's Personnel, and will require that its subcontractors 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 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. To the fullest extent permitted by law, and to the extent that Owner has made payments not in dispute to Contractor for the Services, 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, provided Contractor has received payments not in dispute from Owner for such labor, material or services.

- 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 Contactor and was awarded to Contractor based upon is 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 including any interest in the sale or rental of such 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, and does not remedy such failure within three (3) days' written notice, 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.

1410 Limitation of Liability. Under no circumstance will either party be liable to the other for any special, indirect, liquidated, consequential or any other type of damages of any kind.

14.11. Sale of Building. In the event during the term of this Agreement, Property should change ownership, 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 Kroker

Signature:

Brian Kroker

Title

COO

Lindy 251 Dekalb Property Owner, LLC, L-O 251 Dekalb Property Owner, LLC and P-L
251 Dekalb Property Owner, LLC

CONTRACTOR

Authorized signatory:

By: (printed name)

Joseph Sulpizio

Signature:

Joseph Sulpizio

Title:

President

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
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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 Lindy Communities, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Lindy Communities, 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

The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Property, except such rights as they have to proceeds of such insurance.. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this paragraph shall not prohibit this waiver of subrogation.

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

Unless otherwise mutually agreed, 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)
OWNER



(Signature)
VENDOR/CONTRACTOR

Brian Kraker, COO

Print name and title

Joseph Sulpizio, President

Print name and title

2/23/22

Date

2/23/2022

Date

Exh. b. + A



981 S. Bolmar Street
Unit B
West Chester PA 19382
484-947-2814

Date: 1/28/22

PROPOSAL

PROPOSAL SUBMITTED TO:

Lindy Property Management Company
309 York Rd. Suite #211
Jenkintown, PA 19046
Attn: Brian Kroker

WORK TO BE PERFORMED AT:

Section Exhibit "A"

.....
We are pleased to offer you our best price for the work to be performed at the above referenced property.

SCOPE OF WORK:

Provide labor, materials, tools, and supervision to perform the following:

- Various types of HVAC and Plumbing work at the following rates:

Straight time: \$140.00/Hr

Overtime - Any hours outside of normal business hours of 7:00Am – 3:30PM. Any time past the 8th hour worked and Saturdays: \$210.00/Hr

Double time: Sundays and Holidays: \$280.00/Hr

We do not include any work other than herein mentioned, and base our quote on the following clarifications:

1. All work is to be performed during normal working hours 7:00AM-3:30PM.
2. A warranty on the equipment installed is being provided only to the extent of the equipment manufacturer's warranty. Any additional charges, if applicable, for warranty work is the responsibility of the owner.
3. We are not responsible to submit applications for utility services for referenced property, whether they are new or existing services, on behalf of property owners. If instructed by the owner in writing to perform this task, we will be pleased to do so on a time and material basis as an extra to this proposal.
4. No plaster, paint, cutting or patching, carpentry or general construction work of any kind is included in this proposal.
5. The work shall not include the detection, abatement, encapsulation or removal of asbestos. In the event that we should encounter any asbestos product or material, we shall have the right to discontinue work and remove our employees from the project.
6. This price quotation shall remain firm for fifteen (15) days. Work can proceed immediately upon receipt of signed acceptance.
7. Not responsible for any permits and / or fees should they be required.
8. Disposal of equipment is not included in the scope of this work.
9. Any deficiencies we may find beyond the scope of this proposal will be brought to your attention with recommendations and additional cost.

GENERAL TERMS AND CONDITIONS

ARTICLE 1 SCOPE. The proposal contains the entire scope for this project. This proposal constitutes the entire agreement between the parties and supersedes all other proposals, correspondence, and oral agreements between the Subcontractor and Contractor if any.

ARTICLE 2 CONTRACT SUM. The contract sum for this project is as stated on the proposal, subject to additions and deductions as provided in these Terms and Conditions.

ARTICLE 3 PAYMENT TERMS. If credit is approved by Subcontractor, in its sole discretion, payment terms are progressive billings due net thirty- (30) days. If credit is not approved by Subcontractor, in its sole discretion, payment terms will be a required deposit in an amount demanded by Subcontractor and progress billings. The deposit amount and progress billing due dates will be decided in writing and made a part of these terms and conditions.

ARTICLE 4 CHANGES IN SCOPE. If changes in the scope of this proposal consisting of additions, deletions or other revisions are made, the contract sum will be adjusted accordingly and billed accordingly.

ARTICLE 5 REMEDIES FOR NONPAYMENT. If the deposit/progress billings are not paid in the time required by these terms, Subcontractor shall have the option, in its sole discretion, to stop the work of this proposal until payment of the amount owing has been received. The contract sum shall, by appropriate adjustment, be increased by the amount of the reasonable costs of demobilization, delay and remobilization.

If Subcontractor does not receive payment or the deposit is not replenished within the time required by these terms, Subcontractor has the right to terminate this agreement and Contractor will owe Subcontractor for the work invoiced, the costs of demobilization, anticipated overhead and profits on the work not performed, attorney's fees as well as any other damages arising from Contractor's breach.

ARTICLE 6 DETERMINATION OF DISPUTES. Any dispute between the parties related to this Agreement shall be determined by the state court in the county in which the Project is located, with the exception noted below. As part of the consideration given by the parties hereto Contractor agrees to waive its rights to a jury in any such matter.

Term payments are net 30 days from the date of invoice unless previously otherwise agreed in writing. All balances, which remain unpaid for a period of thirty- (30) days, shall be subjected to a finance charge of 2 % per month.

If a dispute arising out of or relates to this Contract, or breach thereof, and if the dispute cannot be settled through pre-litigation negotiations, the Contractor and Subcontractor agree, at the Subcontractor's sole election, to subject the dispute to arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, whereby a judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Under such circumstances, the arbitrator(s) shall have the exclusive power to determine issues of arbitrability. Such arbitration shall be final and binding upon the parties.

Example of equipment and services:

Commercial refrigeration

Unitary air conditioning and package water chillers

Centrifugal and large tonnage chillers

New piping and installation along with start up

Steam equipment

Boilers

Towers

Coil cleaning

Filters

Oil and cleaning

Belts .

Cooling tower cleaning

Much more

.....
Respectfully submitted by:
SULPIZIO INC.

Don Pishock

Don Pishock
Service Manager

.....
Please acknowledge your acceptance of this proposal by signing one copy and returning it to this office.

ACCEPTED BY:

AUTHORIZED SIGNATURE

DATE

PRINT NAME HERE

"It Cost Less To Do It Correctly The First Time"