

**TRASH BUTLER SERVICE AGREEMENT**

4411 W Tampa Bay Blvd, TAMPA, FL 33614, 1-877-941-1007

[www.trashbutler.com](http://www.trashbutler.com)



**Addendum to Service Contract**

5/6/2022

251 Dekalb  
251 W Dekalb Pike  
King of Prussia, PA 19406

Attention: *Lindy 251 Dekalb Property Owner, LLC signing authority* Brian Kroker :  
Printed name of officer

**Re: Trash Butler Service Agreement – Transition of Management**

This will confirm our agreement to amend your **Lindy 251 Dekalb Property Owner, LLC** Service Agreement, which was signed **1/11/2022** and service started on **2/8/2022** for services at this location:

**Previous Management Company:** Greystar Management

**New Management Company:** Lindy Property Management

**Acquisition date:** 5/1/2022

**Is this both an ownership and management change:** Management Change Only

**New Property Manager Email:** Scicala@comehometolindy.com

**New Property Manager Name:** Stephen Cicala

**New Contact name and email for Invoicing:** [tdwatson@comehometolindy.com](mailto:tdwatson@comehometolindy.com)

**Door Rate upon Transition:** \$9.55/unit

Both Client and Contractor agree to remove the 46-trash room service (page one of the agreement). No fees were charged in relation to this service nor will be charged in the future without an agreement in writing to resume this service.

All other terms and conditions of the contract documents, including previous amendments, shall remain unchanged. Please include the community's name and on all correspondence and invoices related to this contract. Please confirm your acceptance of this amendment by completing the Acceptance Statement on the attached copy of this letter and returning to the contact person noted below.

Yours truly,

DocuSigned by:  
Keith Conrad  
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Keith Conrad  
VP of Business Development

**ACCEPTANCE STATEMENT**

The conditions of this letter are accepted this 6th day of May, 2022.


Brian Kroker, Chief operating officer Brian Kroker  
Client name and title of officer Signature

**TRASH BUTLER SERVICE AGREEMENT -LINDY**

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[www.trashbutler.com](http://www.trashbutler.com)**Property Name:** 251 Dekalb Apartments**Property Address:** 251 W. Dekalb Pike **City:** King of Prussia **State:** PA **Zip:** 19406**Mgmt. Co:** Greystar Management Services, LP**Contact:****Maintenance Contact:** Michael Gray- 215-239-0901**Regional Manager:** anthony.calabrese@greystar.com**Client/Owner:** Lindy Property Management Company**Client/Owner Contact:** Brian Kroker, [bkroker@comehometolindy.com](mailto:bkroker@comehometolindy.com), 267-300-6773**Legal Entity Name:** Lindy 251 Dekalb Property Owner, LLC, L-O 251 Dekalb Property Owner, LLC and P-L 251 Dekalb Property Owner, LLC Lindy Communities**Phone:** 833.715.9354**Email Address:** 251dekalbmgr@greystar.com

THIS IS A LEGALLY BINDING CONTRACT. ALL PARTIES AGREE THAT SERVICE PROVIDER WILL PROVIDE & CLIENT WILL ACCEPT THE SERVICES & EQUIPMENT AT THE CHARGES AND FREQUENCY INDICATED IN THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. Trash Butler will honor the below rate for 2022

Anticipated Start Date	Unit Count	# of Common Areas	Phase-In (Y/N)	Rate/Unit & Term Length	Sales Tax % (If applicable)	Total Monthly Charge
February 2022 February 8, 2022	628	0 *Trash rooms to be serviced instead	Yes – 12 Month	\$9.43/60 Months	%	\$5,922.04
Service Schedule	New Construction: No		Container Type	Discount Flyer on Bulk Trash Removal/Moving Services- Y/N		
Sunday-Thursday (Evenings)	As a part of the service and if needed, Trash Butler will utilize a truck to move the trash from the West Building Loading dock to a central location on property for disposal of collected trash		Standard-Black 13.3 Gallon (additional up-front fee if upgraded)	46 trash rooms serviced nightly at \$40.00 per trash room per month with broken down cardboard box removal only. For a total of \$1,840.00 per month. Client may cancel trash room service at any time without penalty with 30 days' notice.		
Recycling Service Sunday-Thursday (Evenings)	Pet Stations Service: No (\$65 per station / month)					
*If Y, Recycling Container Needs To Be On Site	*If Y, Number of Pet Stations:___ Total Fee for Pet Stations:_____		One-for-One Donation Partnership with U.S HUNGER previously Feeding Children Everywhere. All Donations Paid for by Trash Butler			

**\*\*In the event Client wishes to add additional days of service, the pricing would be as follows: the door rate will increase \$2.00 per day per unit per month of extra service per door to be documented in an addendum or new agreement.**

**ADDITIONAL INSTRUCTIONS/ ADDITIONAL SERVICES / SPECIAL TERMS:** \*Recycling Bags/Containers & Pet Station/Common Area Bags are the responsibility of the Community/Residents. Additional charges apply if additional bins or upgraded bins or recycle bins or recycle bags provided by Contractor.

**CONTRACTOR MAY IMPOSE AND CLIENT AGREES TO PAY A LATE FEE of 5% FOR ALL PAST DUE PAYMENTS, NO GREATER THAN THAT ALLOWED BY LAW. THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE PART OF THIS AGREEMENT**

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Bm

\*Year 1 Phase- In Schedule does not include Trash rooms or common areas

**Year 1 Phase-In Schedule: Phase IN Discount**

Period	Units Billed	Monthly
Month 1	52	\$494
Month 2	105	\$987
Month 3	157	\$1,481
Month 4	209	\$1,974
Month 5	262	\$2,468
Month 6	314	\$2,961
Month 7	366	\$3,455
Month 8	419	\$3,948
Month 9	471	\$4,442
Month 10	523	\$4,935
Month 11	576	\$5,429
Month 12	628	\$5,922

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**Total** **\$38,493**

**Client/Owner Name ("Client"):** Lindy 251 Dekalb Property Owner, LLC, L-O 251 Dekalb Property Owner, LLC and P-L 251 Dekalb Property Owner, LLC Lindy Communities

Representative Signature: Brian Kroker

Print Name: Brian Kroker

Title: Chief Operating Officer

Date: 1/11/22

**Trash Butler, LLC ("Contractor")**

Account Executive Signature: Keith Conrad

Authorized By: Keith Conrad

Title: VP of Business Development

Date: 1/11/2022

DocuSigned by:

Keith Conrad

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## TERMS AND CONDITIONS

- 1) **AGREEMENT.** This document (the "Agreement") is a contract by & between Trash Butler LLC ("Contractor") & the person, firm, or corporation or other legal entity more particularly identified on the attached part hereof ("Client"). Client is the owner of or authorized agent with respect to the property which Contractor will provide Trash Butler Service ("Property").
- 2) **SERVICES PROVIDED.** Contractor agrees to establish and provide a door-to-door trash/recycling service ("Trash Butler Service") at the Property. This Trash Butler Service includes the collection of non-hazardous solid waste and recycling materials by uniformed Contractor personnel and transportation from the residential Units to centralized waste collection compactor(s) and/or dumpster(s) located on the Property and maintained by Client or a third-party contractor engaged by Client. No Trash Butler Service will be provided on New Year's (December 31st & January 1st Evenings), Superbowl Sunday, Easter Sunday, July 4th Evening, October 31st, Thanksgiving Evening, Labor/Memorial Day Evening & Christmas (December 24th & 25th Evenings). Client will make best efforts to make sure that no solid waste from Client or Client's residents of said Property contains any Excluded Waste described in Section 13 below. Should Client or Client's resident's waste contain any Excluded Waste, Contractor may, at Contractor's option, return it to Client and require Client to remove and dispose of the Excluded Waste at Client's expense, and reimburse Contractor for any expenses Contractor incurred in connection with the Excluded Waste. Any common area or pet stations added for service will be charged at the standard monthly rate/unit and will count towards total units serviced/billed on a monthly basis. Nightly service includes 2 bags of tied trash - 1 inside the container and 1 on top. Anything outside of that is considered additional or non-conforming and subject to reasonable fees.. Bulk trash may be removed for additional fees as arranged on-demand or in advance with our hauling partner. If Recycling, Pet Stations, Bulk Trash Removal, Moving Services, Compost, and/or "Other Services" are requested, those services will be documented in an exhibit. Recycling services require the use of a separate single blue bag on recycle nights, to be provided by the Resident or the Community. Additional charges will apply if additional bins or recycling bags provided by Contractor. Additional charges will apply if manual sorting and separation of recyclables and cardboard is required, to be discussed and agreed upon with property, for example to reduce contamination fees.
- 3) **USE OF EQUIPMENT.** Contractor will provide Client with the same number of new standard 13-gallon Trash Butler Service collection containers as the total number of resident units at the Property at start of service. Client will be charged for any additional and/or replacement collection containers needed (additional/replacement container charge: \$8 – 7 gallons, \$15 – 9 gallons, \$11 – 10 gallon, \$25 – 13 gallon, \$40 - 13 gallon fire retardant container, \$40 – 30 gallon, \$75 – decorative box waste station, \$95 – stainless steel). For purposes of this Agreement, any fire-retardant container and any container with a replacement value of \$50 or more shall be referred to as a "Specialty Bin." Any upgraded container requested by the Client apart from the standard 13-gallon container (upgraded includes 13-gallon fire retardant container, or 30-gallon container, or decorative box waste station) will be paid for up front by the client at time of request based on the difference in price between the \$25 standard 13-gallon container and the price of the upgraded containers as listed above. Client will be responsible for any loss or damage resulting from Client's or the Property residents' handling of any equipment provided by Contractor, except for normal wears and tear. Upon termination of this Agreement, the equipment Contractor furnished to Client will remain Contractor's property and Client is fully responsible to clean (to the extent there is no debris or loose trash, not scrubbed clean) and return all Service containers provided to Client by Contractor. Client will be charged for missing or damaged (bin or lid) containers. On each collection night, Client will provide unobstructed access to the equipment and the on-site dumpster(s) and/or compactors on the Property. Additional fees may be charged for blocked or clogged compactor access that requires additional time and work by Contractor as specified below.
- 4) **INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save Client harmless from and against any and all liability which Client may incur as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Contractor's services under this Agreement, any negligent act, negligent omission, or willful misconduct of Contractor or its employees, agents, or independent contractors which occurs in connection with Contractor's performance of this Agreement, or any intellectual property infringement with respect to Contractor's services; provided, however, that Contractor's indemnification obligations will not apply to occurrences involving Excluded Waste. Neither party shall be liable for punitive or consequential damages arising out of the performance of or failure to perform this Agreement.
- 5) **TERM.** This Agreement shall be in force as of the Effective Date. The term of this Agreement shall begin on the date the Trash Butler Service at the Property begins (the "Commencement Date") and shall remain in effect for a period of 60 months (the "Initial Term"). This Agreement will automatically renew for like terms and months (together with the Initial Term, each a "Term") at the then-current rate as outlined in this Agreement for the Trash Butler Service (and will not include any special provisions or promotions i.e. property phase-in will not be repeated in renewal.) unless previously terminated pursuant to Section 6 but at least ninety (90) days prior to the end of the current Term.
- 6) **TERMINATION.** At any time during the term of this Agreement, Client shall have the right to terminate this Agreement without cause upon 30 days' written notice by certified mail after paying Contractor the Termination Fee defined in Section 11 below and any outstanding invoices. If Contractor defaults in the performance of this agreement, or if Contractor's Trash Butler Service is not performed in a satisfactory manner (i.e., to reasonable industry standards), Client may provide a default notice to Contractor by certified mail. If within ten days of the receipt of such notice, Contractor has not begun curing the default, Client may terminate this Agreement immediately. If Contractor does not cure the default within 30 days of receipt of such notice, Client may terminate this Agreement effective at the end of that 30-day period. If Client defaults in the performance of its obligations under this Agreement, including, without limitation, because of nonpayment, Contractor may terminate this Agreement if Client has not cured the default within (20) days of receipt of notice from Contractor. Upon termination for any reason, Contractor requires that any trash bins (cans and lids) provided by Contractor be returned to Contractor within 30 days. Contractor will arrange for one pickup (to be discussed and coordinated with the property) of the bins during that 30-day period with each community. After the 30-day period, if not returned, Contractor will require a reimbursement of the contracted price set forth in Section 3 for each unreturned bin.
- 7) **ASSIGNMENT.** Except as set forth below, Client may not assign or otherwise transfer this Agreement without Contractor's written consent (not to be unreasonably withheld, conditioned, or delayed); provided, however, that if the Property is sold or if Client is acquired by, or merged with, another company (such transaction, a "Sale"), Client will use commercially reasonable efforts to cause this Agreement to be assigned to and assumed by the new owner/company and/or the respective successors and assigns of the Property without the need for Contractor's consent. If, within 30 days of a Sale, the Client has not provided notice to Contractor of such Sale, the Agreement will be presumed to be assigned. In the event that as a result of the Sale the Client is no longer managed by Greystar, the Total Monthly Charge shall immediately revert to the then-current market pricing. In the

event that the new owner/company and/or the respective successors does not accept the assignment of the Agreement, the Termination Fee, pursuant to Section 11, shall apply to Client. If the Client or the Property undergoes a Sale and maintains Greystar management, Contractor shall offer the successor client a trial period of the Services at a rate comparable to the rate set forth herein for a period of ninety (90) days from such Sale (the "Trial Period"). If, at the end of the Trial Period, the successor client does not enter into an agreement with Contractor for the Services, it shall not owe a Termination Fee pursuant to Section 11. In no circumstance, may Contractor assign the Agreement without Client's written consent. If Client is unable to cause this agreement to be assumed by the respective successors and the termination occurs after 18 months of service, there will be no penalty to either party with 30 days' notice.

8) **INSURANCE.** Contractor and each subcontractor (if any) who may be engaged by Contractor shall purchase and maintain the following insurance, regardless of statutory requirements:

<u>Insurance Coverage</u>	<u>Limits of Liability</u>
Employer's Liability/Workers Comp	\$500,000 Each Accident \$500,000 Disease-Policy Limit \$500,000 Disease – Each Employee
Commercial Comprehensive General Liability: (including Products/Completed Operations, Personal and Advertising injury and Contractual Liability)	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Product-Comp/Op Aggregate \$1,000,000 Personal and Adv Injury
Excess GL Coverage	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
Commercial Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit per Accident for "Any Auto"

Some Clients require additional insurance coverage; these requirements will be communicated on a per-Client Location basis, as necessary. During the term of this Agreement, all policies providing the coverages set forth above shall waive all the insurer's and insured's individual and/or mutual rights of subrogation against Client and their respective affiliates, employees, insurers, shareholders, and authorized agents. Contractor's coverages shall be primary as to Client.

9) **FEES.** Client agrees to pay the amount due to Contractor on the 20th day of the month in which service is provided. Invoices will be sent on the 1st and due by the 20th of each month. Such fees shall be paid directly from Client to Contractor and shall not be paid by or routed through any waste broker. Client will be charged the rate stated in this Agreement. The rates shall be subject to an automatic annual CPI increase (which shall not require mutual written approval) of 1.5% annually, which shall reflect a standard nominal annual CPI escalation. Client and Contractor may mutually agree to additional changes in pricing beyond the 1.5% standard escalation at any time following the initial 12-month period by restating the Total Monthly Charge for all future business. If any additional changes beyond 1.5% annual escalation are not mutually agreed to, those prices as set forth in this Agreement shall remain in effect plus the standard 1.5% annual escalation. Any additional annual price increase charged by Contractor for existing Services, which must be mutually agreed to if beyond 1.5% annually, will not exceed the lower of (a) the annual change in the US Bureau of Labor Statistics CPI-U (All items less food and energy) US City Average, unadjusted for the 12 months ending September, or (b) 4%.

10) **TAXES.** Client shall be responsible for and shall pay any and all local, county, state, and/or federal taxes that may be imposed upon all equipment provided by Contractor during the term of this Agreement, and any extension thereof and shall save Contractor harmless from all liability in connection therewith. At the time of this agreement, Pennsylvania is not currently a state taxing for Trash Butler Service, in the event this changes over the course of this agreement, Trash Butler will follow all applicable tax law, inform Client, and implement.

11) **TERMINATION FEE.** In the event Client terminates this Agreement, other than as a result of a proper termination pursuant to Section 5 (i.e. upon notice to Contractor at least 30 days, Section 6 (i.e. based upon Contractor's default and failure to cure such default), or Section 7 (i.e. as a result of a Sale and the successor entity entering into a new Agreement with Contractor for the Services) of this Agreement, Client will pay Contractor a termination fee (the "Termination Fee") as set forth below:

- i) ~~The value of any concessions, discounts and/or free months (including but not limited to any phase-in discounts).~~ Stuck as Not applicable.
- ii) If the Client is a phase-in Property or has requested any Specialty Bins and terminates this Agreement in the first eighteen (18) months, in addition to the amount set forth in (i) above, Client shall pay an amount equal to six (6) times the fully occupied fee (set forth on the first page of the Agreement). **If property cancels after completing the first eighteen (18) months of service, there is no termination fee if they follow appropriate notice guidelines as stipulated in Section 6.** Requirements to return the containers remains as long as service is in place.

Notwithstanding the foregoing, if the Client maintains at least six thousand (6,000) units under the Trash Butler Service with Contractor (after termination of this Agreement), and the Client is terminating this Agreement as a result of the sale of the Property to a third party, then the Termination Fee set forth in (ii) shall not apply. Client expressly acknowledges that in the event of a termination of this Agreement (including but not limited to a termination prior to the date that Contractor begins providing Trash Butler Service), the anticipated loss to Contractor is estimated to be the amount set forth in this Section 11 and such Termination Fee is reasonable and is not imposed as a penalty.

12) **ATTORNEY'S FEES.** In the event a lawsuit is filed in connection with this Agreement or any provision contained herein, the party prevailing in

such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees and expenses incurred in such suit.

**13) WASTE MATERIALS.** Client agrees to use all commercially reasonable efforts to notify its tenants, agents, Service Providers and employees that no one is to deposit or place for collection in Contractor's equipment or in/around Doorstep Trash Butler Service collection receptacles any oversized items (e.g., beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or hazardous material such as needles or as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste"). Any non-hazardous oversized items may be removed at client request by Contractor for an additional fee.

**14) COOPERATION OF CLIENT.** Client agrees to make the monthly payments associated with this service. If any of the equipment, dumpsters and/or compactors are inaccessible or overloaded by weight or volume, Contractor reserves the right to not collect, or stage trash and to levy an additional charge for any additional costs it incurs as a result. Client is responsible for the cleaning and emptying of the collection containers from resident move-outs. Client is required to provide Contractor with any keys and code authorizations (for the said service location), which Contractor will need in order to fulfill Contractor obligations under this Agreement. Client agrees to instruct residents to not put out personal items (non-trash) during Trash Butler Service collection times. Contractor will not be responsible for resident's loss claims until proof can be provided to the contrary. If compactor(s) or dumpster(s) are full, Client may request pickup and/or cleanup by Contractor for an additional fee (\$250/occurrence/dumpster or compactor area). Client agrees to maintain and keep pathway to compactor/dumpsters in order for service to be provided. On non-service days it is the community's responsibility to maintain and clear trash around compactors/dumpsters. Additional service provided by Contractor as a result of Client's inability to provide such service will result in additional fees charged to Client (\$250/occurrence/dumpster or compactor area). Any additional charged referenced in this Agreement will be discussed and mutually agreed upon with property before applying.

**15) WASTE BROKER AGREEMENTS.** Client represents warrants and agrees that the Trash Butler Service falls outside of the scope of any applicable contract, formal or informal, that Client may have with a waste broker or similar entity providing any waste services to the Property ("Waste Broker Agreement"). Contractor shall not be obligated or required to accept payment of fees from, sign an agreement with, report to, coordinate services with, or in any way interact or be subject to any term or obligation Client may have with any waste broker or any similar entity that is or may be providing any waste services to the Property or to other properties owned and/or managed by Client under any Waste Broker Agreement or otherwise (the "Waste Broker Obligations"). During the term of this Agreement, Client agrees not to enter into any type of Waste Broker Agreement that would in any way interfere with, alter, nullify or supersede any of the terms or obligations set forth in this Agreement. If Client does so, Client will be in material breach of the Agreement.

**16) MISCELLANEOUS.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The venue for any cause of action arising under or related to this Agreement shall be in a court of competent jurisdiction located in Montgomery County, PA. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. In the event Contractor sells the business which provides service to Client, Client shall have the ability to exit this Agreement with 30 days' notice and without penalty and agrees to release Contractor from any future liability in connection with such services. The representations, warranties, and indemnifications herein shall survive the termination of the Agreement. Neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control (e.g., fire, flood, natural catastrophe, war) that make it impossible for such party to fulfill its obligations hereunder.

**17) AUTHORITY.** The individuals executing this Agreement on behalf of Contractor and Client hereby represent that they have full and complete actual authority to bind their respective companies to all of the terms and conditions of the Agreement. The execution and performance of this Agreement by Client will not constitute a breach of any contract between Client and a third party, including any agreement(s) that Client may have with a waste broker or independent property manager.

**18) FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party affected gives the other Party prompt written notice of such Force Majeure event, then the obligations of such affected Party shall be suspended to the extent necessary by such Force Majeure event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, tenants, agents, independent contractors, managers, directors, members, shareholder, and representatives. No event of Force Majeure shall excuse the Client from its obligation to make prompt payment of amounts due and owing to Contractor for Services rendered.

**19) OTHER.** In the event that a Client Location is no longer managed by Greystar or the relationship between Greystar and Contractor is terminated or materially altered, the Total Monthly Charge shall immediately revert to the then-current market pricing (12% increase on the then current rate per unit) for the products or services offered to Client at the time of the transfer of management.

**20) OTHER SERVICES.** Client may choose to purchase additional Services from Contractor and its affiliates such as Junk Removal, Bulk Trash Removal, and Local Moving Services on an as-needed basis. Such services will be billed separately by Contractor performing the work as client engages such services.

**21) SERVICE LEVEL KEY PERFORMANCE INDICATORS.** Key Performance Indicator (KPI) Compliance: Within thirty (30) calendar days of the end of every quarter Client may request Contractor to hold a business review and provide Client with a report on the following KPI (subject to annual review and mutual agreement). Missed Pickups – Less than 1% of all pickups. Invoice Accuracy – Less than 1% of all invoiced line items will contain errors. If either one of the KPI's are not met in two (2) consecutive quarters, Trash Butler will credit the community for one (1) month of service and provide a written action plan on how it intends to address and mitigate the underlying cause of the service issue.

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