

## AMENDMENT TO SERVICE CONTRACT

AND NOW, this August 24, 2023, this Amendment to Service Contract is hereby entered into between Lindy Communities (herein referred to as "Managing Agent") and Fonseca Landscaping (herein referred to as "Contractor") as follows:

WHEREAS, the parties previously entered into a Service Contract on or about October 23, 2018 ("Contract");

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 June 1, 2024.
3. Except as expressly amended hereby, all other terms and conditions of the Contract shall remain in full force and effect.
4. Section 6.1, Indemnified Parties, is hereby replaced as follows:

**Indemnified Parties.** Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify, defend and hold harmless Managing Agent and Owner and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the "**Indemnified Parties**") from and against:

A. Any and all claims, costs, losses, expenses, liabilities, and damages (including reasonable attorneys' fees and disbursements) incurred by Owner in connection with or arising out of the Service Contract, Exhibits and any Amendments thereto entered into between the parties or breach of this Agreement. Notwithstanding anything else to the contrary in the Service Contract and any Amendments thereto including anything that may indicate a threshold for when services shall be rendered, unless specifically told in a separate writing not to perform a particular service, the parties specifically agree that Contractor shall have the exclusive authority to determine when it is necessary, to prevent injury, damage or liability to persons or property, for snow removal to commence, salt or related materials to be applied and any and all other snow removal related services and activities to be

performed. For the avoidance of doubt, Contractor is solely responsible for determining the above unless Owner specifically tells them otherwise in writing.

5. The parties are adding to the scope of work responsibilities for snow and ice removal for 251 Dekalb Apartments. See attached Schedule A and site map.
6. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

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

MANAGING AGENT:

LINDY COMMUNITIES



By: Brian Kroger

Title: COO

CONTRACTOR:

  
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By: Noel  
Fonseca Landscaping

Title:

# Schedule A

Fonseca Landscaping, LLC

2938 Sunset Avenue

East Norriton, PA 19403

## Estimate

Date	Estimate #
9/25/2023	87

Name / Address
Lindy Property Management 251 Dekalb Pike Billbox #00-Ionland- Po Box 7559 Hicksville, NY 11802

			Project
Description	Qty	Rate	Total
Plowing up to 2 inches		900.00	900.00
Plowing up to 4 inches		1,450.00	1,450.00
Plowing up to 6 inches		1,950.00	1,950.00
Plowing up to 8 inches		2,550.00	2,550.00
Plowing up to 10 inches		3,150.00	3,150.00
Plowing up to 12 inches		3,950.00	3,950.00
Snow Removal After 12 inches \$175 Per Truck		175.00	175.00
Paved and Concrete area \$75 an hour per guy		75.00	75.00
Salt \$1500 Per Application		1,500.00	1,500.00
Calcium on walkways Per Application		60.00	60.00
Machine Skid Loader \$195 per hour		195.00	195.00
		<b>Subtotal</b>	\$15,955.00
		<b>Sales Tax (6.0%)</b>	\$0.00
		<b>Total</b>	\$15,955.00

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## 251 Dekalb Site Plan for Snow Removal

Contractor is required to treat the blue, paved surfaces.

Contractor will be liable in the event of a slip and fall on the sidewalks, if Contractor upon request of Owner, agrees to handle the sidewalk areas. The pricing for this work is contained in ~~Exhibit A~~. The sidewalk areas are designated in yellow.

*Schedule*



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