Service Contract

This agreement ("**Agreement**"), made on November 1,2022, is entered into by and between Lindy Communities ("**Owner**") and Rauco Property management INC.

("**Contractor**"), for Work hereinafter defined in Exhibit A- Scope of Work ("**Exhibit A**"). Said Work to be performed at Gateway Townhome Apartments (the "**Property**"), a location further described in Section 2;

TERM OF AGREEMENT:

Commencement date: ~~November 1, 2022~~ March 23, 2023

Termination date: ~~October 30, 2023~~ December 31, 2023

SECTION 1. RECITALS

WHEREAS, Lindy Communities has been appointed 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"): Gateway Townhome Apartments

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

SERVICE: **Landscaping**

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

3.1 **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.

3.2 **Invoicing**. See Exhibit "A" for particular instructions on invoicing.

SECTION 4. TERM AND TERMINATION

December 31 2023

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 ~~October 30, 2023,~~ 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 with Notice to Cure. In the event Contractor fails to perform any obligation in this Agreement in a manner satisfactory to Owner, Owner may, by written notice to Contractor, specify in detail the nature of the failure to perform and provide thirty (30) days from receipt of written notice for the Contractor to cure the failure. If the failure remains uncured, in the sole opinion of Owner, at the end of the thirty (30) days a 30-day notice to terminate the Agreement takes effect.

B. Termination with or without Cause. With or without cause, Owner may, 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.

C. **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, upon 5 (five) days written notice to Contractor, terminate this Agreement. Without limiting the foregoing, Owner may, without prejudice to any other rights or remedies of Owner at law, in equity, or under this Agreement, and without any payment to Contractor, 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.

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 define, for labor performed on or material furnished to the job.

IV. Disregard or fail 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 term, condition or provision of this Agreement, whether said breach is gross negligence or otherwise.

D. **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

5.1 **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 excellent 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"** may 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 dumpsite 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.

5.2 **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, workmanlike manner.

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 all Contractor's Personnel, including Subcontractor and Subcontractor Personnel, 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.** "To the extent Contractor is negligent." 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 or in connection with 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 may withhold in its sole and absolute discretion. 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 all Contractor Personnel, including Subcontractor and Subcontract Personnel 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 5.09 (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.

5.10 **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.

5.11 **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.

5.12 **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.

5.13 **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.

5.14 **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.

5.15 **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.

5.16 **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

6.1 **Indemnified Parties**. Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify, defend and hold harmless Owner 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 claim, liability, loss, damages, cost or expense, including, without limitation, reasonable attorneys' fees, awards, fines or judgments, arising by reason of: (1) Contractor's default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, defective work (including, without limitation, defective materials) or in connection with the Work, whether performed by Contractor, and/or by Contractor's Personnel, and whether such claims, liabilities, losses, damages, costs, or expenses arise in tort (including, without limitation, negligence, gross negligence, recklessness, or willful misconduct), or as a result of violations of local, state or federal laws, statutes, ordinances, regulations, common law or contract, 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 or Owner that is connected to Contractor in performing the Work as described in this Agreement.

6.2 **Indemnification.** To the fullest extent permitted by law, Contractor agrees to hold-harmless and indemnify the Indemnified Parties, regarding any past, present, and/or future 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.

6.3 **Release.** Contractor will assume the entire and exclusive responsibility and

liability as described above for any activity by Contractor's Personnel, and will ensure that any of the Contractor's Personnel, including as the term Contractor's Personnel is defined, any subcontractor, will indemnify Owner in the same manner as this Agreement requires Contractor to indemnify Owner.

6.4 **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

7.1 **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.

7.2 **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.

7.3 **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.

7.4 **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.

7.5 **Survival.** The provisions of this Section 7 will survive the expiration or other termination of this Agreement.

SECTION 8. LIENS AND ENCUMBRANCES

8.1 **Liens and Encumbrances.** 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, defined, 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.

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. 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 groundtesting.

11.2 **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.

11.3 **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, 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

12.1 **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."

12.2 **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

13.1 **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.

13.2 **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

14.1 **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.

14.2 **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.

14.3 **Amendments.** This Agreement may be modified only in writing signed by the parties.

14.4 **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.

14.6 **Time of the Essence.** Time is of the essence with respect to the performance of all obligations under this Agreement.

14.7 **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.

14.8 **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.

14.9 **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.

14.10 **Limitation of Liability.** Under no circumstance will Owner or Owner be liable for any special, indirect, liquidated, consequential or any other type of damages of any kind. Damages are limited to direct damages and capped by the amount of compensation Contractor is to receive pursuant to the Agreement.

14.11. **Sale of Building.** In the event during the term of this Agreement, Property should change ownership, Owner in its role as agent for 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

CONTRACTOR

Authorized signatory:

By: (*printed name*) Rick Rawski

Signature:

Title: Owner

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

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 the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, 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

Vendor/Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor/Contractor may acquire against Lindy Communities by virtue of the payment of any loss under such insurance. Vendor/ Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities has received a waiver of subrogation endorsement from the insurer.

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
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 Kroker, COO
Print name and title

Rick Rauth Pres.
Print name and title

3/23/23
Date

11/30/22
Date

Intentionally Blank.

Exhibit A

Gateway Townhomes

Landscaping price list:2023

Description		Total
Lawn service- Cut grass, weed wack, weedwack edge, and blow. 18 e	$18*53 UNIT*24X	$ 22,896.00
Annual spring clean up for all properties. 2,200	$2,200/clean	$ 2,200.00
Spraying for weeds. All properties. 500	500	$ 500.00
Deweeding and remulching of garden beds. 79 e	$79/remulching	$ 4,108.00
Maintenance cutting of small weed trees front and rear of all properties 675	$675	$ 675.00
Hand pulling of weeds around AC condensers 12 e	$12/ unit	$ 635.00
Seasonal hedge and shrub trimming, shaping and disposal for all properties 2,500	$2,500	$ 2,500.00
Annual fall season clean up. Blow and collect leaves from fronts of all properties and dispose of. 2,600	$2,600.00	$ 2,600.00
Weed Control (Front Only)	$7,280.00	$ 7,280.00
Total		$ 43,394.00

Remove existing plantings and shrubs. Deweed mulch bed, install (3) three new shrubs, cut new edge and install triple shredded black mulch. Shrubs, mulch. labor, and disposal included. (NEW MOVE INS) $343.00

NB: There is not pice change from 2022.

Intentionally
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