

Service Agreement ("SA") Renewal

Valet Living, LLC (the "Contractor")
100 S. Ashley Drive, Suite 700
Tampa, Florida 33602
(877) 574-2587

Client Number: _____

Property Owner Information (print):

Property Name: Falls at New Tampa, The

Property Address: 13400 Arbor Isle Drive

City: Temple Terrace

State: FL

Zip: 33637

Phone: 813-989-3438

Legal Entity Owner (the "Client"):

Owner Contact(s):

State of Incorporation of Client:

Property Management Company and Billing (print):

Property Management Company: Yes Management Services

Property Management Contact Name:

Property Management Phone: 239-205-6236

Property Management Email:

Billing For Services (check one):

Bill to Owner

Bill to Property Management Company

Billing Contact:

Billing Email:

Billing Address: 13400 Arbor Isle Drive

City: Temple Terrace

State: FL

Zip: 33637

Phone: 813-989-3438

Doorstep Collection Description:

Number of Service Nights Per Week	Service Nights	Container Type (s)	Quantity	New Construction?
5	SU MO TU WE TH	13 Gallon Grey	352	No

Schedule of Charges:

Total # Units	Standard Service Charge Per Unit Per Month	Subtotal	Sales Tax % (subject to change)	Total Monthly Charges
352	\$13.95	4,910.40	0.00%	4,910.40
	Discounted Service Charge Per Unit Per Month	Subtotal		Total Monthly Charges
	\$10.75	3,784.00		3,784.00

Community will receive the first **six (6)** months of the initial term of service at no charge. Billing will begin in month **seven (7)**.

Additional Instructions/Terms:

At no additional cost, Contractor agrees to provide (i) following the effective date of this SA or an assignment of this SA pursuant to its terms, a full on-site service team orientation with the service requirements and exclusions from collection (ii) an onsite resident education event to explain the specific service requirements and exclusions from collection, (iii) performance reporting through the iValet proprietary mobile app, and (iv) a curb-side valet Christmas tree pick up service one time yearly, using Client's roll-off container. From time to time, and pursuant to Section 10 below, Contractor may assist Client with additional incidental services, such as removing bulk items off the Property.

By signing this Service Agreement, Client will also have the opportunity to enter into an Addendum for bringing the Valet Living Home™ mobile application to residents at the Property.

Recycling. At no additional cost to Client, Contractor agrees to provide for the doorstep trash removal of recycling materials collected and disposed of in plastic bags at the Property, under the terms and conditions of the SA and particularly terms relating to Excluded Waste. Client represents and warrants that it complies, and during the term of the SA shall remain in compliance, with all applicable recycling laws and regulations. Client agrees to provide reasonable instructions to Contractor's staff and Contractor agrees to follow such instructions on the provision of the recycling services in compliance with applicable laws and regulations. Client hereby releases and holds harmless Contractor, their affiliates, directors, officers, agents, and employees and agrees to provide a defense from and against and all claims, injuries, liabilities or damages arising out of or related to the provision of recycling services described herein. In no event shall Contractor be held liable for following the instructions received from Client or for the action(s) or inaction(s) of Client's residents at the Property relating to its recycling program. Any party may terminate the recycling service, for any reason and without any penalty, upon thirty (30) days prior written notice provided via certified mail to the other party at the address set forth in the SA. Any termination of this recycling service shall not act to terminate the SA or any other Addenda entered into between and among the parties. Notwithstanding anything to the contrary in the foregoing, Contractor reserves the right to receive reasonable compensation from Client to the extent that recycling materials cannot be collected and disposed of in plastic bags.

This Agreement shall supersede any previous Agreements.

Replacement Containers. At no additional cost, Contractor agrees to provide replacement containers for each unit in service following the effective date of this SA. Any additional containers needed throughout the term of this SA shall be provided at an additional charge in accordance with Section 2 of this SA.

Terms and Conditions:

THIS IS A LEGALLY BINDING CONTRACT BETWEEN CLIENT AND CONTRACTOR, WHEREBY CONTRACTOR AGREES TO PROVIDE AND CLIENT AGREES TO ACCEPT THE SERVICES AND EQUIPMENT SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW IN THIS SA AND ANY INCORPORATED ADDENDA, AT THE CHARGES AND FREQUENCIES INDICATED THEREIN.

1. **SERVICES.** Contractor and Client agree to establish doorstep trash collection service as described above (the "Doorstep Service") at the property identified above (the "Property"). Contractor will have the exclusive right to provide the Doorstep Service on the Property during the term of this SA. The Doorstep Service includes the collection of properly bagged and tied non-hazardous solid waste by uniformed, W2 and background-checked Contractor personnel and transportation from the containers at 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 Doorstep Service will be provided on January 1st, Easter Sunday, Memorial Day, July 4th, October 31st, Thanksgiving, Labor Day, December 24th, December 25th and December 31st.
2. **USE OF EQUIPMENT.** Contractor will provide Client with the collection containers as indicated above. Client will be charged the following for any additional and/or replacement collection containers needed: \$20 for 9-gallon container(s); \$25 for 13-gallon container(s); \$35 for 25-gallon container(s); \$50 for Waste Station; and \$100 for Bench or Stainless-steel container. Contractor may, in its sole discretion, provide additional equipment that is necessary and used in the fulfillment of the Service. Said equipment shall be stored on Client's Property during the term of this SA at no charge to Contractor. Client will be responsible for any loss or damage resulting from Client's or the Property residents' handling and use of any equipment provided by Contractor, except for normal wear and tear. Upon termination of this SA, all equipment Contractor furnished to Client and/or on Client's Property shall be returned to Contractor, including all Service collection containers which must be clean prior to return. For the avoidance of doubt, except for normal wear and tear, Client will be charged for any unreturned or damaged collection containers at the rates identified above. Client agrees to take commercially reasonable efforts to avoid a) overloading collection containers by weight or volume, and b) moving or altering Contractor's equipment, and Client will take reasonable precautions to prevent others from doing the same.
3. **TERM.** This SA shall be effective upon execution by the parties and shall remain in effect for an initial term of sixty (60) months from the date Contractor begins performing the Doorstep Service at the Property. **The term of this SA shall be automatically renewed for like terms, at the then prevailing market rates without phase-in/ramp-up or any other allowances initially provided to Client, unless either party shall give written notice of termination of the Doorstep Service by certified mail to the other at least ninety (90) days prior to the end date of the term of the SA.**
4. **FEES.** Contractor will charge Client the rate stated in the "Schedule of Charges" identified above. Client agrees to pay the amount due to Contractor on or before the 20th (twentieth) day from invoice date. All fees for Doorstep Service shall be paid directly from Client to Contractor and shall not be paid by or routed through any waste broker or other entity. After the initial twelve (12) months of the original term of the SA, in Contractor's discretion, the Schedule of Charges may be adjusted annually to reflect increases in the Consumer Price Index and Contractor will notify Client of such adjustment. Contractor may impose, and Client agrees to pay, a late fee for all past due payments for Doorstep Service; such late fee shall be a monthly charge of one and one-half percent (1.5%) of the monthly payment due but in no event shall such amount exceed the maximum rate allowed under applicable law. Late payments or missed payments for Doorstep Service may result in the suspension of Doorstep Service without notice.

5. **TERMINATION.** At any time during the term of this SA, Client shall have the right to terminate this SA without cause upon 30 days written notice by certified mail after paying Contractor the Termination Fee defined in Section 6 below, the full payment of any outstanding invoices, and costs for any damages or unreturned collection containers. If Contractor defaults in the performance of this SA because Contractor's Doorstep 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 (10) days of the receipt of such notice, Contractor has not cured the problem to reasonable industry standards, Client may cancel this SA by giving thirty (30) days written notification by certified mail to Contractor. If Client defaults in the performance of its obligations under this SA, Contractor may terminate this SA if Client has not cured the default within ten (10) days of receipt of notice from Contractor describing the default. Upon such termination, Client will owe Contractor for the Termination Fee as damages as set forth in Section 6 below.
6. **TERMINATION FEE.** In the event this SA is terminated prior to the expiration of its term, other than as a result of a proper termination pursuant to Sections 3 or 5 herein, Client shall pay Contractor an amount reasonably calculated to compensate for Contractor's lost investment resulting from termination, but in no event shall such amount exceed the per unit per month price as stated in the Schedule of Charges above multiplied by the total number of units at the Client's Property multiplied by six (6). Client expressly acknowledges that the anticipated loss to Contractor is reasonably estimated to be the amount set forth in this Section 6 and such estimated fee is reasonable given Contractor's investment to provide Doorstep Service to the Property and it is not imposed as a penalty.
7. **WASTE MATERIALS.** Client agrees to use commercially reasonable efforts to notify all tenants, agents, contractors and employees that no one will deposit or place for collection in Contractor's equipment or in/around Doorstep Service collection containers, any oversized items (e.g., beds or couches), or radioactive, volatile, corrosive, highly flammable, explosive, biomedical (i.e. syringe), infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste"). 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.
8. **INDEMNIFICATION AND WAIVER.** 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 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 SA and Addenda; provided, however, that Contractor's indemnification obligations will not apply to occurrences involving Excluded Waste (as defined in Section 7 above) or occurrences where the negligent act, negligent omission or misconduct of Client, Client's employees, agents and contractors contributed to the claimed liability. None of Client, Client's owners, employees and agents shall be liable for, and Contractor hereby waives all claims against them for, injury to Contractor or Contractor's employees or for loss of or damage to any of its or their property in or about the Property by or from any cause whatsoever, except to the extent caused by or arising from gross negligence or willful act of Client or its agents, employees or contractors. Neither party shall be liable for consequential, incidental, or punitive damages arising out of the performance of or failure to perform this SA.
9. **ASSIGNMENT.** Client may not assign or otherwise transfer this SA without Contractor's written consent, which consent shall not be unreasonably withheld. In the event that (a) the Property is sold or assigned or (b) Client is acquired by or merged with another company, then in each such event Client shall notify Contractor of such event in writing in advance of any such sale, assignment or transfer and cause this SA to be assigned to and assumed by any new owner/company and/or the respective successors and assigns of the Property as a condition of closing on any such sale or transfer. Upon thirty (30) days prior written notice to Client, Contractor may assign the SA or any Addenda to any corporation or entity capable of performing Contractor's obligations hereunder.
10. **ADDITIONAL SERVICES.** At any point during the term of this SA, Client may request a meeting with Contractor to review the Doorstep Service, provide feedback and discuss any additional Client needs pursuant to this Section 10. Contractor may agree to provide Client with additional services and equipment. The parties agree to supplement this SA with a detailed description of the additional services in Addenda issued by Client or its authorized Property Management Company and accepted by Contractor. All such services and equipment provided to Client will be specifically outlined in the service descriptions and service fees outlined in the schedule of charges on such Addenda to the SA and annexed and, except as otherwise expressed therein, considered part of this SA as if set forth more fully herein.
11. **COOPERATION.** Client will grant Contractor unrestricted access to any/all disposal measures utilized at the Property including (but not limited to) the following: Solid waste or Recycling compactors, dumpsters and/or open top boxes, and any/all alternative collection means. Any keys, codes or other methods of access will be provided to Contractor prior to beginning Doorstep Service and upon any changes thereto. Client agrees to maintain its compactor(s) or dumpster(s) empty and available at the time of scheduled Doorstep Service; otherwise, Contractor will not be able provide Doorstep Service to Client's property, and Client will be responsible for loading into such compactor or dumpster any trash on the Property while such containers were full. For the avoidance of doubt, Contractor is not responsible for any additional charges levied by hauler for frequency of pickup/haul based on loading to accommodate obligations under this SA.
12. **TAXES.** Client shall be responsible for and shall pay any and all local, county, state, and/or federal taxes that may be imposed upon the services provided by Contractor. Contractor shall be responsible for any applicable taxes due and payable on equipment owned by Contractor.

- 13. INSURANCE.** Contractor warrants that throughout the Term and duration of any services, it shall maintain Liability insurance with the following limits and coverages: General liability with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; Auto Liability limits at \$1,000,000 combined single limit, Bodily Injury and Property Damage including Non-owned/Hired Auto Liability coverage; Workers Compensation with an Employer's Liability limit of \$1,000,000 each accident, by disease and per employee; Umbrella coverage with a limit of at least \$5,000,000. These coverages will 1) be written through an insurance company with an A- Best's Rating or better and 2) provide the Client as additional insured on a primary basis when required by written contract and 3) that any insurance maintained by additional insureds shall be excess and non-contributory. A Certificate Of Insurance ("COI") meeting these requisites will be available upon written request at the time the SA is signed. Contractor or their insurance carrier shall endeavor to provide to Client thirty days written notice prior to any cancellation or material modification of its insurance policy before the expiration dates thereof. Except where prohibited by law, Contractor's insurance shall waive the rights of recovery or subrogation against Client.
- 14. NON-SOLICITATION.** During the term of this SA and for three (3) months after any termination of this SA, Client and any agent or Property Management Company acting on its behalf, will not, without the prior written consent of the Contractor, either directly or indirectly, on Client's own behalf or on behalf of others, contact, solicit or attempt to solicit, divert or hire away any person employed by the Contractor or any customer of the Contractor that has worked on any Property receiving services under the SA.
- 15. WASTE BROKER AGREEMENTS.** Client represents, warrants, and agrees that the services set forth in the SA or Addenda fall outside of the scope of any applicable contract, whether oral or in writing, that Client may have with a waste broker, waste hauler or similar entity providing any waste services to the Property.
- 16. MISCELLANEOUS.** This SA will be governed by and construed in accordance with the laws of the State of Florida. Venue for any cause of action in any way arising under or related to this SA or the parties' business dealings shall be in a court of competent jurisdiction located in Hillsborough County, Florida. The SA and Addenda shall be binding on the Parties and their authorized successors and assigns. The representations, warranties, and indemnifications herein shall survive the termination of the SA. In the event of a breach or claim under this SA, the non-prevailing party shall pay all reasonable attorney's fees, collection fees, and costs to the prevailing party, including appellate fees and costs. Neither party shall be liable for delays or any failure to perform under this SA 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 SA on behalf of Contractor or 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 SA and that they have obtained all corporate and board approvals required prior to signing the SA or any Addenda. Further, the parties represent and warrant that executing any SA or Addenda is within the scope of its duties and responsibilities for Contractor or the Client and not precluded by the terms of any agreement.
- 18. ENTIRE AGREEMENT.** This SA and Addenda executed by the Parties represent the entire agreement between the Parties. In the event of any conflict, ambiguity, or inconsistency between the terms and conditions of the main body of this SA and the specific terms and conditions of an Addendum, the provisions of the Addendum will prevail. Neither party has entered into this SA based on representations other than those contained in this SA. This SA or any Addenda may be amended only by a written agreement signed by both parties. This SA supersedes any and all other agreements between the parties whether written or oral.
- 19. COUNTERPARTS.** This SA may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this SA delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this SA.

{signatures appear on next page}

Client:

Authorized Representative Signature:

Print Name:

Title: _____ Date: _____

Contractor: Valet Living, LLC

Representative Signature:

Print Name: Brett Brown

Title: Chief Financial Officer _____ Date: _____