STANDARD TERMS

Evercrest Property Services

Recurring Multifamily Property Services · Version 4.3 · November 5, 2026

These Standard Terms apply to each Evercrest Service Order that names Version 4.3. A copy of this version is kept with every signed Service Order. Published at evercrestpropertyservices.com/terms/v4-3.

These Evercrest Standard Terms (these "**Standard Terms**") apply to each Evercrest Service Order that references them (a "**Service Order**"). A Service Order signed by Evercrest and the client named in it ("**Client**"), together with these Standard Terms in the version stated in that Service Order, is the agreement between them (this "**Agreement**") for the multifamily community identified in the Service Order (the "**Property**"). The Agreement is effective as of the Effective Date stated in the Service Order (the "**Effective Date**"). "**Evercrest**" means the company identified as Evercrest in the Service Order. Evercrest and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client owns or manages the Property and desires recurring property services for its residents and common areas. Evercrest provides such services using trained, background-checked W-2 employees, written service standards, and photo-verified reporting. In consideration of the mutual promises below, the Parties agree as follows.

ARTICLE 1. DEFINITIONS

1.1 Capitalized terms have the meanings given where first used. In addition:

- "Door" means one residential dwelling unit at the Property that is included in the Services, whether or not occupied, as reflected in the Service Order.
- "Services" means the Anchor Service and each Add-On Service selected in the Service Order, performed in accordance with the Service Standards.
- "Anchor Service" means doorstep valet trash collection as described in Section 3.2.
- "Add-On Service" means Valet Recycling, Breezeway & Common-Area Detail, Dumpster-Area Restoration, Pet Waste Stations, and/or On-Demand Bulk / Junk Removal, each as selected in the Service Order.
- "Service Standards" means the performance standards in Article 4 and Schedule C, using the values stated in the Service Order.
- "Missed Door" has the meaning given in Section 4.2.
- "Contract Year" means each successive twelve (12) month period beginning on the Service Commencement Date.
- "Performance Window" means the first ninety (90) calendar days following the Service Commencement Date, as described in Article 6.
- "Service Failure" means a documented failure to meet a Service Standard, as defined in Section 6.2.
- "Amenity Fee" means any fee Client charges residents relating to the Services, as addressed in Section 8.6.
- "Service Data," "Resident Personal Information," "Client Reports" and "Aggregated Data" have the meanings given in Article 19.

ARTICLE 2. ENGAGEMENT; STRUCTURE OF THE AGREEMENT

2.1 Engagement. Client engages Evercrest, and Evercrest accepts the engagement, to perform the Services at the Property on the terms of the Agreement.

2.2 Service Order and these Standard Terms. The Service Order states the Parties, the Property, the Services selected, pricing, the Initial Term, the Service Standards values, contacts, and any terms specific to the Property. Schedule C (Service Standards and Reporting) and Schedule D (Escalation Path) are part of these Standard Terms. Only Services selected in the Service Order are part of the Agreement and billed.

2.3 Adding or removing Services. Client may add an Add-On Service at any time by a written amendment to the Service Order signed by both Parties, stating the pricing for the added Service. Client may remove an Add-On Service on sixty (60) days' prior written notice, effective at the end of a calendar month. Removal of the Anchor Service is a termination governed by Article 7 rather than this Section.

2.4 Order of precedence. If a conflict exists: (a) the Service Order controls over these Standard Terms as to the identity of the Parties and the Property, Services selected, pricing, door count, billing basis, the Initial Term, the annual escalator, start-up charges and any term the Service Order expressly states overrides these Standard Terms; and (b) otherwise these Standard Terms control.

2.5 Client vendor requirements. If Client or the Property owner has a vendor agreement, vendor policy or onboarding terms that would otherwise apply to Evercrest ("**Client Vendor Terms**"), the Agreement controls over the Client Vendor Terms as to pricing, door count, billing basis, the Initial Term and renewal, the annual escalator, start-up charges, the Early Exit Amount, the Performance Window, Service Standards, limitation of liability and Service Data. Client Vendor Terms may govern site rules, vendor conduct, vendor registration, and the delivery of insurance certificates and other compliance documents, to the extent they do not conflict with the Agreement. Client Vendor Terms do not add obligations or remedies beyond the Agreement unless Evercrest agrees to them in a writing signed by Evercrest that refers to this Section.

2.6 Single property. The Agreement covers only the Property. Additional communities may be added by a separate signed Service Order for each community.

2.7 Version of these Standard Terms. The version of these Standard Terms that applies is the version stated in the Service Order, as published by Evercrest at the address stated there; a copy is retained with the signed Service Order. Evercrest may publish later versions, but a later version applies to the Property only if the Parties sign a new or amended Service Order that refers to it.

ARTICLE 3. SCOPE OF SERVICES

3.1 General. Evercrest will perform each selected Service at the cadence and to the standards stated below and in Schedule C and the Service Order, using its own trained W-2 employees, supervision, vehicles, tools and consumables except as expressly stated otherwise.

3.2 Anchor Service — Valet Trash Collection

(a) Cadence. Doorstep collection of resident household trash five (5) nights per week, Sunday through Thursday, or on such other five-night schedule as the Parties set in the Service Order. Set-out window and collection window are stated in the Service Order.

(b) Method. Residents place approved containers outside the dwelling entry during the set-out window. Evercrest collects and transports material to the Property's designated compactor, dumpster or corral, and returns containers left out of place to the resident's doorstep where reasonably identifiable.

(c) Exclusions. The Anchor Service does not include: bulk items, furniture, mattresses, appliances, electronics, construction or renovation debris, tires, hazardous or biohazardous material, paint, chemicals, batteries, medical or pharmaceutical waste, loose sharps, or any bag that is leaking, unsecured, or exceeds approximately twenty-five (25) pounds. Evercrest will photograph and report such items rather than collect them. Bulk-item removal is available on demand and is quoted and invoiced per job, separate from per-Door pricing.

(d) Compactor operation. Evercrest employees will not enter, climb into, or reach into a compactor or dumpster, and will not operate a compactor unless Client has trained and authorized them in writing for that specific unit.

(e) Holidays. Service is not performed on the holidays listed in Schedule C. No credit is due for a listed holiday.

3.3 Add-On — Breezeway & Common-Area Detail

Scheduled cleaning of breezeways, stairwells, landings, handrails, entry areas and other shared circulation areas identified in the Service Order, at the cadence stated in the Service Order (default: weekly). Work includes sweeping or blowing, spot cleaning, cobweb removal within safe reach, and policing of litter. It does not include: pressure washing (see Section 3.4), window washing above ground level, landscaping, snow or ice removal, pest control, painting, or any repair. Evercrest will report — and will not repair — damaged railings, loose treads, failed lighting, exposed wiring and standing water.

3.4 Add-On — Dumpster-Area Restoration

Scheduled pressure washing and reset of dumpster corrals and compactor pads identified in the Service Order, at the cadence stated in the Service Order (default: quarterly). Work includes degreasing, pressure washing of the pad and corral surfaces, removal of loose debris, and photo documentation before and after. This Service is subject to Article 11 (Water and Utility Access) and to Client's compliance with applicable wash-water discharge requirements. Evercrest will not perform this Service where discharge cannot be lawfully managed.

3.5 Add-On — Valet Recycling

Doorstep collection of resident single-stream recyclables on the same nightly visit as the Anchor Service, on the schedule stated in the Service Order, transported to the Property's designated recycling receptacle. Residents place approved recycling containers outside the dwelling entry during the set-out window. Contaminated or non-recyclable material is photographed and reported rather than collected. Pricing is stated in the Service Order; the per-Door recycling rate may increase, on the notice stated in Section 8.4, if recyclables must be hauled to an offsite facility rather than a receptacle at the Property.

3.6 Add-On — Pet Waste Stations

Scheduled stocking and servicing of pet-waste stations in common areas identified in the Service Order (bag and liner replenishment, waste-bin emptying, and station wipe-down), plus policing of pet waste in the common areas served, at the cadence stated in the Service Order. Station hardware is supplied and installed as stated in the Service Order. This Service does not include enforcement against residents, DNA testing, or any veterinary or animal handling. Pricing is per station per month as stated in the Service Order.

3.7 Add-On — On-Demand Bulk / Junk Removal

On request and by separate work order, Evercrest removes bulk items, oversized items, and move-out or post-event debris from locations at the Property agreed with Client. Each job is quoted and invoiced per job, separate from per-Door pricing, at the rates or basis stated in the Service Order. Hazardous, biohazardous, and prohibited materials listed in Section 3.2(c) are excluded.

3.8 Access, staging and utilities

Client will provide, at no charge and for the Term: reasonable vehicle and pedestrian access to all serviced areas; gate codes, fobs, or credentials needed for access; a designated parking or staging location during service hours; access to the Property's compactor, dumpsters and corrals; and the water and electrical access described in Article 11. Evercrest is excused from performance, without credit or liability, to the extent access or utilities are not provided.

ARTICLE 4. SERVICE STANDARDS, REPORTING, AND REMEDIES

4.1 Service Standards. Evercrest will perform the Services in a good and workmanlike manner and in accordance with the Service Standards in Schedule C, which include at minimum:

- Route completion: the Anchor Service route is completed on each scheduled service night, with collection finished no later than the time stated in the Service Order.
- Route accuracy: not more than the Missed-Door threshold stated in the Service Order in any calendar month, measured as described in Section 4.2.
- Photo verification: date- and time-stamped photographic documentation of route completion, of exceptions, and of resident compliance issues, delivered by the method and on the cadence stated in Schedule C and the Service Order.
- Reporting: a nightly route confirmation and a weekly summary of exceptions and resident compliance issues, delivered to the Client contacts in the Service Order.

- Escalation: a named Evercrest contact reachable during service hours, with the escalation path in Schedule D and the response times stated in the Service Order.
- Add-On completion: each Add-On Service completed on its scheduled cadence, with before-and-after photo documentation.

4.2 Missed collections and make-up. If a scheduled collection at a Door is missed, Evercrest will complete it the same night where reasonably practicable. Otherwise Evercrest will collect it at no additional charge within twenty-four (24) hours after Evercrest learns of the miss, from its route log or a Client report, on any day of the week, including weekends and holidays (the "**Make-Up Window**"). A make-up collection within the Make-Up Window cures the miss for purposes of service credits; it still counts toward the Missed-Door threshold under Section 4.2A.

4.2A Missed Doors. A "**Missed Door**" is a Door whose compliant set-out was in place during the set-out window and was not collected that service night, as shown by a Client report checked against Evercrest's route log and photographs. A Door is not a Missed Door if no material was set out, the set-out was placed after the set-out window, the material was non-compliant (Section 4.4), or access was blocked or credentials were not current (Section 4.6). A Missed Door counts toward the monthly Missed-Door threshold even if it is made up under Section 4.2. The threshold is measured per 1,000 Door-nights (Doors included in the Services multiplied by scheduled service nights in the month) and applies beginning on the fifteenth (15th) scheduled service night after the Service Commencement Date; for the first calendar month in which it applies, it is measured only on the service nights from that night forward. Doors on a scheduled service night that was not performed are counted under the service-night standard in Section 6.2, not toward the Missed-Door threshold.

4.3 Service credits. If Evercrest fails to perform a scheduled service night for the Property as a whole, Evercrest will perform a make-up route within twenty-four (24) hours after the end of that night's collection window, on any day of the week. If it does not, Client is entitled to a credit equal to the pro-rata per-night charge for the affected Doors. If an Add-On Service visit is missed and not made up within fifteen (15) days of its scheduled date, Client is entitled to a credit equal to the pro-rata charge for that visit. Credits are applied to the next invoice. Client must request a credit within sixty (60) days after the affected service date. Service credits are Client's exclusive monetary remedy for a Service Failure, and are in addition to — not in place of — Client's termination rights under Articles 6 and 7.

4.4 Resident non-compliance. Evercrest will document and photograph resident non-compliance (untied or unbagged material, off-schedule set-outs, prohibited items, containers left out) and report it in the weekly summary. Enforcement against residents is solely Client's responsibility. Evercrest does not assess, collect, or enforce resident fees or violations.

4.5 Owner involvement at launch. Evercrest's owner or a designated supervisor will personally ride the route during the first two (2) weeks of the Anchor Service at the Property and will attend Day-30, Day-60 and Day-90 check-in meetings with Client during the Performance Window.

4.6 Client cooperation. Client will: distribute resident notices provided by Evercrest during rollout; maintain adequate compactor or dumpster capacity and lighting in serviced areas; keep gate and access credentials current; and designate the contacts in the Service Order. Evercrest is not responsible for a Service Failure caused by Client's failure to do so.

ARTICLE 5. TERM, TERM OPTIONS, AND RENEWAL

5.1 Initial Term. The Agreement begins on the Effective Date and the Services begin on the Service Commencement Date. The "**Initial Term**" runs from the Service Commencement Date for the period of one (1), two (2) or three (3) years selected in the Service Order.

5.2 Consideration for longer terms. The per-Door pricing in the Service Order is set in reliance on the Initial Term selected. A two- or three-year Initial Term is priced on the understanding that Evercrest can amortize container, onboarding and staffing cost over that period.

5.3 Renewal. At the end of the Initial Term, the Agreement automatically renews for successive one (1) year terms (each a "**Renewal Term**") unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. The Initial Term and all Renewal Terms are the "**Term**."

5.4 Pricing on renewal. The annual escalator in Section 8.3 continues to apply in each Renewal Term. Evercrest may propose a change to per-Door pricing beyond the escalator for a Renewal Term by written notice at least ninety (90) days before the end of the then-current term; if Client does not accept in writing within thirty (30) days, either Party may elect non-renewal by written notice before the end of the term.

5.5 Renewal reminder. At least ninety (90) days before the end of the then-current term, Evercrest will send Client a written reminder that the Agreement will automatically renew unless Client gives the non-renewal notice required by Section 5.3; where Evercrest also proposes a pricing change under Section 5.4, that notice may serve as the reminder. If Evercrest fails to send the reminder, Client's deadline to give non-renewal notice under Section 5.3 is extended until thirty (30) days after the reminder is actually sent; a missed reminder does not by itself prevent renewal or change pricing.

ARTICLE 6. NINETY-DAY PERFORMANCE WINDOW — NOTICE, CURE, AND EXIT

6.1 Purpose. The Parties intend that Client's decision to engage a new vendor be protected by a defined trial period, and that Evercrest's decision to staff the Property be protected in the same way. This Article states the exclusive early-exit mechanism for the Performance Window.

6.2 Service Failure defined. A "**Service Failure**" means any of the following, documented in writing:

- failure to perform the Anchor Service on two (2) or more scheduled service nights in any rolling thirty (30) day period (a service night is not performed if the route is not completed by the end of the collection window; a make-up route under Section 4.3 avoids the credit, but the night still counts), other than a night excused under Section 3.2(e), Section 3.8, Section 4.6, Section 8.10, Article 11 or Article 20;

- Missed Doors exceeding the threshold stated in the Service Order in any calendar month, measured under Section 4.2A;
- failure to deliver the photo verification or reporting required by Section 4.1 for five (5) or more service nights in any calendar month;
- failure to complete a scheduled Add-On Service visit within fifteen (15) days after its scheduled date; or
- failure to maintain the insurance required by Article 13.

6.3 Client notice and cure. If Client believes a Service Failure has occurred, Client will give Evercrest written notice describing the failure with reasonable specificity, including dates and, where applicable, affected Doors. Evercrest will then (a) within three (3) business days after receipt, deliver to Client a written corrective-action plan identifying the cause, the change Evercrest will make, and when; and (b) within ten (10) business days after receipt, correct the failure, meaning Evercrest has completed any missed collections or visits, put the change into effect, and performed the affected Service in compliance with the Service Standards for the rest of that period. The Service Failure is cured only when both (a) and (b) are done (a "**Cure**").

6.4 Client exit right. If Evercrest does not achieve a Cure within the ten (10) business day period, or if a second Service Failure of the same type occurs within thirty (30) days after a Cure, Client may terminate the Agreement by written notice given at any time during the Performance Window or within fifteen (15) days after it ends. Termination is effective thirty (30) days after that notice unless the Parties agree in writing to an earlier date.

6.5 Evercrest exit right. Evercrest may terminate the Agreement during the Performance Window, on the same notice-and-cure process running the other direction, if: (a) Client fails to provide the access, credentials, staging, water or utilities required by Section 3.8 or Article 11; (b) resident set-out volume, Property layout, or access conditions differ materially from what was represented at the walkthrough such that the Services cannot be performed safely or at the priced cost; or (c) Client fails to pay an undisputed invoice when due. Evercrest will give written notice describing the condition, and Client has ten (10) business days to cure. If Client does not cure, Evercrest may terminate on thirty (30) days' written notice given during the Performance Window or within fifteen (15) days after it ends.

6.6 No exit charge. A termination under this Article carries no early-termination fee, liquidated damages, or unamortized-cost recovery of any kind against either Party. Client remains responsible for charges for Services actually performed through the effective date of termination, net of any credits due under Section 4.3, and Evercrest remains responsible for removing its containers and equipment under Section 12.4.

6.7 Effect of expiration. If neither Party exercises an exit right within the period stated in Sections 6.4 and 6.5, the Performance Window closes and this Article no longer applies. Termination after that point is governed by Article 7.

6.8 Cooperative wind-down. During any thirty (30) day wind-down under this Article, Evercrest will continue to perform the Services to the Service Standards, and Client will continue to pay for them. Evercrest will cooperate reasonably in transitioning to a successor vendor, including providing resident-communication timing and container-removal scheduling.

ARTICLE 7. TERMINATION AFTER THE PERFORMANCE WINDOW

7.1 Termination for cause. After the Performance Window, either Party may terminate the Agreement for material breach by written notice describing the breach, if the breaching Party fails to cure within thirty (30) days after receipt (ten (10) business days for a payment breach). A Service Failure under Section 6.2 that recurs three (3) or more times in any rolling ninety (90) day period, after written notice each time, is a material breach.

7.2 Termination for convenience. After the Performance Window, either Party may terminate the Agreement for convenience by not less than sixty (60) days' prior written notice, effective at the end of a calendar month. If Client terminates for convenience under this Section, Client will pay Evercrest the Early Exit Amount calculated under Section 7.3. Evercrest owes no Early Exit Amount or other charge if Evercrest terminates for convenience.

7.3 Early Exit Amount

(a) Purpose and character. The per-Door rates in the Service Order are set in reliance on the Initial Term and require Evercrest to purchase containers, produce rollout materials, and recruit and train dedicated W-2 staff before the first invoice is issued. The Early Exit Amount is the negotiated price of Client's option to end the Agreement early for its own convenience. It is not liquidated damages, is not a remedy for breach, and is not a penalty. It is calculated on the rates Client actually pays under the Service Order and on Evercrest's documented cost — not on any list, headline, or undiscounted rate.

(b) Calculation. The "**Early Exit Amount**" is the sum of (i) and (ii):

- (i) Unrecovered start-up cost — Evercrest's documented start-up cost for containers, resident rollout materials and any initial deep clean or restoration that Client has not paid for as a one-time charge (for example, where Client chose the monthly container option or Evercrest waived or reduced a start-up charge), amortized on a straight-line basis over twenty-four (24) months (or such other amortization period as the Service Order states) beginning on the Service Commencement Date, multiplied by a fraction whose numerator is the number of whole months remaining in that amortization period on the effective date of termination and whose denominator is the total number of months in that period. This amount is zero for any start-up item Client paid in full as a one-time charge, and zero after the amortization period ends.
- (ii) Transition amount — the multiple stated in the Service Order, applied to the average monthly charge invoiced under Section 8.1 over the three (3) full calendar months immediately preceding the notice of termination (or, if fewer than three months have been invoiced, the average of the months invoiced). Unless the Service Order states otherwise, the multiple is two (2) times for a termination effective in months 1 through 12 of the Term, one (1) time for a

termination effective in months 13 through 24, and zero thereafter.

(c) Cap. In no event will the Early Exit Amount exceed fifty percent (50%) of the charges that would have become due for the remainder of the then-current Term had Client not terminated. This cap is a ceiling on the amount calculated under Section 7.3(b) only; it is not an agreed measure of the amount owed.

(d) When no Early Exit Amount is owed. No Early Exit Amount is due, and Client owes nothing beyond charges for Services actually performed through the effective date, where the termination occurs: under Article 6 (Performance Window); by Client for Evercrest's uncured material breach under Section 7.1; by Client under Section 7.4 (insolvency or lapsed insurance of Evercrest); by Client following its objection to an extraordinary cost increase under Section 8.4; by either Party under Section 20.2 (force majeure); on non-renewal under Section 5.3 or 5.4; or on sale of the Property under Section 22.3.

(e) Containers. Containers Client purchased as a one-time charge belong to Client under Section 12.2 and stay at the Property. If Client chose the monthly container option and pays an Early Exit Amount that includes unrecovered container cost under Section 7.3(b)(i), Client may elect in writing to keep the containers then in place at no further charge. Otherwise Evercrest removes its containers under Section 12.4.

(f) Payment. The Early Exit Amount is itemized on and invoiced with the final invoice, showing the start-up cost calculation and the transition multiple applied, and is due on the payment terms in Section 8.5.

7.4 Immediate termination. Either Party may terminate immediately on written notice if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or bankruptcy trustee appointed. Client may terminate immediately if Evercrest's required insurance lapses and is not reinstated within five (5) business days after notice.

7.5 Effect of termination. On any termination or expiration: (a) Client will pay all amounts due for Services performed through the effective date, net of credits, together with any Early Exit Amount due under Section 7.3; (b) Evercrest will remove any containers and equipment it owns under Section 12.4 (containers Client purchased stay with Client); (c) on request, each Party will return or destroy the other's Confidential Information, except that Evercrest may retain service records as provided in Section 19.6(b) and either Party may retain copies required by law, all of which remain subject to Articles 18 and 19; (d) all keys, fobs, codes and access credentials will be returned to Client, and Client should change any codes disclosed to Evercrest; and (e) Evercrest will provide the service-history export described in Section 19.6(c) if Client requests it. The provisions listed in Section 23.10 survive termination or expiration.

ARTICLE 8. PRICING, ESCALATOR, BILLING, AND PAYMENT

8.1 Per-Door pricing. Client will pay the per-Door, per-month rates stated in the Service Order for each selected Service (and, for Pet Waste Stations, the per-station rate stated in the Service Order). Per-Door rates apply to all Doors at the Property included in the Services, whether or not a given Door is occupied or sets out material on a given night. The billing basis is selected in the Service Order: (i) all Doors at the Property (total-unit basis); or (ii) the greater of Occupied Doors or ninety percent (90%) of total Doors (the "**90% Minimum-Door Guarantee**"). If no billing basis is selected, the 90% Minimum-Door Guarantee applies. "**Occupied Doors**" means the number of leased/occupied dwelling units at the Property as shown on Client's rent roll as of the first (1st) day of the billing month. Client will provide Evercrest the occupancy count used for billing on request, and Evercrest may verify it against the serviced Door set. The 90% Minimum-Door Guarantee is the agreed minimum billing quantity that supports Evercrest's committed route, staffing, equipment, and supervision capacity; it is not liquidated damages, a penalty, or a guaranteed-occupancy payment.

8.2 Door count and adjustment. The total-Door count at signing is stated in the Service Order and is used to calculate monthly charges under the selected billing basis in Section 8.1; where the two provisions differ, Section 8.1 controls. The total-Door denominator is adjusted for physical additions or removals, casualty losses, condemned units, units taken permanently offline, and written reductions in the serviced Door set. If the number of Doors changes as a result by more than the door-count adjustment threshold stated in the Service Order (five percent (5%) if none is stated), either Party may request an adjustment and the Parties will amend the Service Order in writing to reflect the actual count, effective the first day of the following month. Ordinary occupancy fluctuations are not a Door-count change and do not adjust the denominator.

8.3 Annual escalator. Effective on the first day of each Contract Year after the first, the recurring rates (per-Door and per-station) for all Services then in effect increase over the rates in effect for the prior Contract Year by the annual escalator percentage stated in the Service Order for the Initial Term selected (if none is stated: four percent (4%) for a one-year Initial Term, two and one-half percent (2.5%) for a two-year Initial Term, and two percent (2%) for a three-year Initial Term). Evercrest will give Client at least thirty (30) days' courtesy notice of the new rates before they take effect and will also state them on the first invoice of the Contract Year; the courtesy notice is not a condition of the increase. The escalator percentage that applies to the Initial Term continues to apply in Renewal Terms.

8.4 Extraordinary cost pass-through. Evercrest may increase rates once per Contract Year, in addition to the escalator, on sixty (60) days' prior written notice, only if fuel, disposal or landfill charges, or legally mandated minimum wage or employer tax obligations increase in a way that raises Evercrest's direct cost of performing the Services by more than the extraordinary-cost threshold stated in the Service Order (five percent (5%) if none is stated). The increase is limited to the amount reasonably necessary to offset the qualifying cost increase, net of any portion already absorbed by the annual escalator in Section 8.3 (no duplicative recovery), and Evercrest will provide reasonable supporting documentation and, where the cost affects multiple properties, a reasonable allocation method. The adjusted rate takes effect after the notice period. If Client objects in writing within thirty (30) days,

either Party may terminate on sixty (60) days' written notice without further charge, and the adjusted rate applies during that termination period.

8.5 Invoicing and payment. Evercrest invoices monthly in advance on or about the first day of each month for that month's recurring Services, and monthly in arrears for on-demand work such as bulk-item removal. Payment is due net thirty (30) days from the invoice date. Late amounts accrue interest at one and one-half percent (1.5%) per month, or the maximum rate permitted by Idaho law if lower. Client will pay by the method selected in the Service Order to the account Evercrest designates.

8.6 Amenity fees and pass-through to residents. Client, not Evercrest, sets, discloses, bills, collects and enforces any Amenity Fee charged to residents in connection with the Services. Client's obligation to pay Evercrest is absolute and does not depend on whether Client charges an Amenity Fee, on the amount of any Amenity Fee, or on whether residents pay it. Client is solely responsible for compliance with all laws, lease terms and disclosure requirements applicable to charging residents for the Services, including any requirement to disclose the fee in the lease or a lease addendum. Evercrest makes no representation regarding the legality, taxability, or recoverability of any Amenity Fee, and Client will not represent to residents or third parties that Evercrest sets or receives the Amenity Fee.

8.7 Start-up charges. Any one-time start-up charges — including the one-time container charge under the Purchase Option (Section 12.1), resident rollout materials, and initial deep-clean or restoration work — are charged at the amounts stated in the Service Order and invoiced on the Service Commencement Date unless the Service Order states otherwise.

8.8 Taxes. Rates are exclusive of sales, use and similar taxes. Client is responsible for such taxes other than taxes on Evercrest's net income.

8.9 Disputed amounts. Client must notify Evercrest in writing of a disputed invoice amount within twenty (20) days after the invoice date, describing the basis for the dispute. Client will pay all undisputed amounts when due. The Parties will work in good faith to resolve the disputed amount within thirty (30) days.

8.10 Suspension for non-payment. If an undisputed amount is more than thirty (30) days past due and remains unpaid ten (10) business days after written notice, Evercrest may suspend the Services until paid. Suspension under this Section is not a Service Failure and does not entitle Client to credits.

ARTICLE 9. EXCLUSIVITY

9.1 Exclusivity. During the Term, Client will not engage any third party to perform, and will not itself perform with Client staff, any Service selected in the Service Order at the Property. This Section does not restrict Client as to any service not selected in the Service Order, as to emergency work that Evercrest cannot perform within a reasonable time after being contacted, as to work Evercrest declines in writing, or as to temporary substitute services obtained under Section 9.2.

9.2 Substitute services on non-performance. If Evercrest fails to perform a selected Service and does not complete the make-up or cure required by Articles 4, 6, or 7, Client may obtain temporary substitute performance of that Service from a third party until Evercrest resumes performance to the Service Standards, and doing so is not a breach of this Article. Charges for the affected Service are abated for the period Evercrest does not perform it.

9.3 Remedy. If Client breaches Section 9.1 and does not cure within thirty (30) days after written notice, Evercrest may terminate the Agreement for cause under Section 7.1. Obtaining temporary substitute services under Section 9.2 during an uncured Service Failure is permitted and is not a breach. For the avoidance of doubt, a termination by Client for Evercrest's uncured material breach under Section 7.1 carries no Early Exit Amount, consistent with Section 7.3(d).

ARTICLE 10. SERVICE AREAS; NO ENTRY INTO DWELLING UNITS

10.1 All Services under the Agreement are performed in the exterior and common areas of the Property; no Service requires entry into an occupied dwelling unit.

ARTICLE 11. WATER AND UTILITY ACCESS — DUMPSTER-AREA RESTORATION

11.1 Water. Client will provide, at Client's expense and at no charge to Evercrest, access to a working potable water spigot with adequate flow and pressure within a reasonable hose distance of each dumpster corral or compactor pad to be serviced, together with access to electrical power if required by the Service Order. Client will identify the spigot location and provide any key or handle required to operate it.

11.2 Water cost. Water and electricity consumed in performing the Service are Client's cost as the Property's utility account holder and are not separately charged by Evercrest, unless the Service Order states that Evercrest will supply water from its own tank, in which case the surcharge stated in the Service Order applies.

11.3 Unavailable water. If water access is not available, is inoperable, or is shut off on a scheduled service date, Evercrest will notify Client, will reschedule the visit to the next mutually available date, and is excused from the missed date. A visit missed for lack of water access is not a Service Failure and does not entitle Client to a credit.

11.4 Discharge and environmental compliance. Wash water from dumpster pads may contain grease, food waste and cleaning agents. Evercrest will use reasonable measures to prevent wash water from entering a storm drain, including blocking or berming drains and collecting or reclaiming wash water where required. Client will disclose to Evercrest the location of all storm drains, sanitary sewer clean-outs and any Property-specific discharge restriction, and will identify any lawful on-site discharge point available for use. Each Party will comply with applicable municipal wash-water and illicit-discharge requirements. Evercrest may decline to perform, or may suspend, the Dumpster-Area Restoration Service at any location where lawful discharge management is not possible, without that suspension being a Service Failure.

11.5 Area clearance. Client will use reasonable efforts to have the corral area free of vehicles and to ensure dumpsters are emptied or movable on the scheduled service date. Evercrest will establish an exclusion zone with cones and signage during

the work and will not perform the Service while residents or vehicles are inside it.

ARTICLE 12. CONTAINERS, EQUIPMENT, AND RESIDENT ROLLOUT

12.1 Container supply. Unless the Service Order states otherwise, Evercrest supplies the doorstep collection containers used for the Anchor Service, one per Door, under one of two options stated in the Service Order: (a) a one-time container charge per Door (the "**Purchase Option**"); or (b) a monthly per-Door container charge (the "**Monthly Option**").

12.2 Ownership. Under the Purchase Option, title to the containers passes to Client when Client pays the one-time container charge in full; until then they remain Evercrest's. Under the Monthly Option, containers remain Evercrest's property. All carts, vehicles, pressure-washing equipment, tools and other equipment furnished by Evercrest, and any containers Evercrest owns, remain Evercrest's exclusive property; Client acquires no ownership or security interest in them. Containers may bear Evercrest markings. Client will not remove, relocate outside the Property, sell, encumber, or permit a lien to attach to Evercrest equipment.

12.3 Loss and replacement. Under either option, Evercrest will replace containers that are lost, damaged or removed by residents or others at the Property, and invoice Client the replacement rate stated in the Service Order for each replacement, except where the loss is caused by Evercrest's negligence. Replacement containers follow the same ownership as the containers they replace. Client is not responsible for ordinary wear.

12.4 Removal on termination. Within thirty (30) days after termination or expiration, Evercrest will remove the containers and equipment it owns from the Property during normal business hours, with Client's reasonable cooperation and access. This Section does not apply to containers Client purchased under the Purchase Option. If Client prevents removal for more than thirty (30) days after written notice, Client will pay Evercrest the replacement rate stated in the Service Order for each unreturned Evercrest-owned container, and Evercrest's documented replacement cost for other unreturned equipment.

12.5 Buy-out option. Under the Monthly Option, at termination or expiration Client may elect in writing to purchase the Evercrest-owned containers then in place at the Property at their depreciated value: the replacement rate stated in the Service Order, reduced on a straight-line basis over twenty-four (24) months from the Service Commencement Date (and not less than zero). If Client so elects and pays, Section 12.4 does not apply to those containers. No buy-out is needed for containers purchased under the Purchase Option.

12.6 Resident rollout. Evercrest will prepare resident notices, door hangers and set-out instructions for the launch. Client will review and approve them and will distribute them through Client's customary resident-communication channels. Client controls all direct communication with residents; Evercrest will not send resident communications independently without Client's prior approval, except for exception tags and notice cards left at the point of service.

ARTICLE 13. PERSONNEL, INSURANCE, AND COMPLIANCE REPRESENTATIONS

13.1 Insurance. Throughout the Term, Evercrest will maintain at its own expense, with insurers authorized to do business in Idaho (or, for workers' compensation, the Idaho State Insurance Fund or another state-administered fund), the following coverages at not less than the limits stated in the Service Order:

- (a) Commercial General Liability, including premises, operations and contractual liability;
- (b) Commercial Automobile Liability covering hired and non-owned vehicles and any vehicles Evercrest owns and uses in performing the Services;
- (c) Workers' Compensation at Idaho statutory limits, with Employer's Liability, in force before any Evercrest employee performs work at the Property; and
- (d) any additional coverage the Service Order requires, such as a janitorial services bond or employee dishonesty / third-party crime coverage, or Umbrella or Excess Liability, in the amount the Service Order states.

13.2 Certificates and notice. Before the Service Commencement Date and at each policy renewal, Evercrest will deliver a certificate of insurance to Client evidencing the coverages in Section 13.1. If Client requests it, Evercrest will have Client and, if different, the Property owner and its manager named as additional insureds on the general liability policy with respect to Evercrest's ongoing operations at the Property, on a primary and non-contributory basis, to the extent Evercrest's policy permits. Additional-insured coverage for completed operations, and a waiver of subrogation in favor of Client, apply only if the Service Order requires them and to the extent the policy permits. Evercrest will notify Client if any required coverage is cancelled and not replaced, in accordance with the policy's provisions. On request, Client may obtain copies of any additional-insured or waiver endorsement provided under this Section.

13.3 W-2 labor representation. Evercrest represents and warrants that all persons performing the Services at the Property will be Evercrest's own W-2 employees, properly classified, covered by workers' compensation, and paid in compliance with applicable wage and hour law. Evercrest will not use independent-contractor labor, staffing-app labor, or gig-platform labor to perform the Services without Client's prior written consent; if consent is given, Evercrest remains fully responsible for that person's work, insurance, and compliance with the Agreement, including Article 13.

13.4 Background checks. Before an employee performs Services at the Property, Evercrest will obtain a criminal background check on that employee from a third-party consumer reporting agency, in compliance with the Fair Credit Reporting Act and applicable law, and will make assignment decisions based on an individualized assessment of the results consistent with applicable law. On Client's written request, Evercrest will confirm in writing that each employee assigned to the Property has completed this screening; Evercrest will not disclose the underlying reports except as permitted by law.

13.5 Training, safety, and identification. Evercrest maintains a written safety program covering the Services and will train

each employee on it before assignment. Evercrest employees will wear Evercrest uniform and visible identification while at the Property. Evercrest will comply with Client's written site rules provided to Evercrest in advance, and where a Client rule is stricter than Evercrest's own standard, the stricter rule governs.

13.6 Removal of personnel. Client may request in writing, with a stated reason, that Evercrest remove an individual from the Property. Evercrest will do so promptly and will assign a qualified replacement. Client may direct immediate removal for conduct posing a safety, theft or resident-privacy concern.

13.7 Compliance with law. Each Party will comply with all federal, state and local laws applicable to its performance under the Agreement, including immigration and employment eligibility verification for Evercrest's workforce and fair-housing law as to resident interaction.

13.8 Licenses and permits. Evercrest will maintain all licenses, registrations and permits required for it to perform the Services, including any Idaho assumed business name registration under which it does business.

ARTICLE 14. INDEMNIFICATION

14.1 By Evercrest. Evercrest will defend, indemnify and hold harmless Client, the Property owner, and their respective officers, members, managers, employees and agents (the "**Client Indemnitees**") from and against third-party claims, demands, suits, losses, damages, liabilities, fines, and reasonable attorneys' fees and costs, to the extent arising out of: (a) bodily injury, death, or damage to tangible property caused by the negligent act or omission or willful misconduct of Evercrest or its employees in performing the Services; (b) theft or misappropriation of resident or Client property by an Evercrest employee; (c) Evercrest's breach of its W-2 labor, background check, or insurance representations in Article 13; or (d) any claim by an Evercrest employee for wages, benefits, taxes, or workers' compensation.

14.2 By Client. Client will defend, indemnify and hold harmless Evercrest and its members, managers, employees and agents from and against third-party claims, demands, suits, losses, damages, liabilities, fines, and reasonable attorneys' fees and costs, to the extent arising out of: (a) the negligent act or omission or willful misconduct of Client or its employees or other vendors; (b) a defective or hazardous condition at the Property that Client knew of or should have known of and did not disclose or repair, including defective railings, stairs, lighting, or surfaces; (c) any claim by a resident or governmental authority relating to the assessment, disclosure, or collection of an Amenity Fee or other resident charge relating to the Services; or (d) Client's breach of the Agreement.

14.3 Procedure. The indemnified Party will give the indemnifying Party prompt written notice of a claim (provided that delay does not relieve the indemnifying Party except to the extent it is prejudiced), will allow the indemnifying Party to control the defense with counsel reasonably acceptable to the indemnified Party, and will cooperate reasonably at the indemnifying Party's expense. The indemnifying Party will not settle a claim in a way that imposes a non-monetary obligation on, or admits fault by, the indemnified Party without its prior written consent, not unreasonably withheld. The indemnified Party may participate at its own expense.

14.4 Comparative fault. Neither Party's indemnity obligation extends to loss caused by the other Party's own negligence or willful misconduct, and each indemnity applies only to the extent of the indemnifying Party's proportionate fault.

14.5 Defense costs pending allocation. Where a claim alleges conduct within the indemnifying Party's obligations, that Party will advance reasonable defense costs as incurred, subject to reallocation once proportionate fault is established under Section 14.4; each Party will promptly reimburse any amount later allocated to it. This Section does not make either Party automatically liable for a loss merely because an insurer declines coverage; the underlying third-party claim must still arise from the conduct the indemnity covers.

14.6 Survival. This Article survives expiration or termination of the Agreement as to claims arising from acts, omissions or events occurring during the Term.

ARTICLE 15. LIMITATION OF LIABILITY

15.1 No consequential damages. Neither Party will be liable to the other for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, lost rents, lost revenue, loss of goodwill, or diminution in property value, arising out of or relating to the Agreement, even if advised of the possibility.

15.2 Cap. Except as stated in Section 15.3, each Party's total aggregate liability arising out of or relating to the Agreement will not exceed the total amounts paid or payable by Client to Evercrest under the Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

15.3 Exclusions from the cap. Sections 15.1 and 15.2 do not apply to: (a) a Party's indemnification obligations under Article 14; (b) damages caused by a Party's gross negligence, willful misconduct, or fraud; (c) bodily injury or death, or damage to tangible property, caused by a Party's negligence, to the extent covered by insurance required under Article 13 (meaning the amount actually paid by such insurance, or the amount that would have been covered had the required insurance been maintained); (d) theft or misappropriation by a Party's employee; (e) breach of Article 18 (Confidentiality); or (f) Client's obligation to pay amounts due under Article 8.

15.4 Allocation. The Parties agree that the limitations in this Article reflect an agreed allocation of risk that is reflected in the pricing, and will apply even if a limited remedy fails of its essential purpose.

ARTICLE 16. NON-SOLICITATION OF EMPLOYEES

16.1 During the Term and for twelve (12) months after it ends, Client will not directly or indirectly solicit for employment, hire, or engage as a contractor any person who is or was an Evercrest employee assigned to the Property within the preceding twelve (12) months, without Evercrest's prior written consent.

16.2 This Article does not restrict a general advertisement or job posting not targeted at Evercrest employees, or the hiring of a person who responds to one, and does not apply to a person whose employment with Evercrest ended at least six (6) months before the hire.

16.3 If Client hires such a person in breach of this Article, Client will pay Evercrest a placement fee equal to two (2) times that person's average monthly gross wages at Evercrest, which the Parties agree is a reasonable estimate of Evercrest's recruiting, screening and training cost and is not a penalty.

ARTICLE 17. INDEPENDENT CONTRACTOR

17.1 Evercrest is an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties. Evercrest controls the manner, method, sequence and means of performing the Services, and controls the hiring, supervision, scheduling, discipline, compensation and termination of its own employees.

17.2 Evercrest employees are not employees, joint employees, borrowed servants, or agents of Client for any purpose, and are not eligible for any Client benefit plan. Evercrest is solely responsible for all wages, benefits, payroll taxes, unemployment insurance and workers' compensation for its employees.

17.3 Client's right to specify service standards, schedules, site rules, and results does not make Client an employer or co-employer of any Evercrest employee.

ARTICLE 18. CONFIDENTIALITY

18.1 "**Confidential Information**" means non-public information disclosed by one Party to the other in connection with the Agreement that is marked confidential or that a reasonable person would understand to be confidential, including pricing and rate structures, operating methods and route data, resident lists and resident personal information, financial information, and the terms of the Agreement.

18.2 Each Party will use the other's Confidential Information only to perform the Agreement, will protect it with at least reasonable care, and will not disclose it except to its employees, advisors and insurers who need it and are bound by comparable obligations.

18.3 Confidential Information does not include information that is or becomes public without breach, was known to the receiving Party without a duty of confidence, is independently developed, or is rightfully received from a third party without restriction. A Party may disclose Confidential Information as required by law or court order after giving the other Party reasonable prior notice where legally permitted.

18.4 Resident information. Evercrest will treat Resident Personal Information — including resident names, contact information, unit numbers associated with an identified resident, and any image of or observation about an identifiable resident obtained in performing the Services — as Client's Confidential Information, will use it only to perform and document the Services, and will not sell, market from, or otherwise use it. Photograph practices are governed by Section 19.5.

18.5 Marketing reference. Client consents to Evercrest's use of the Property's name and exterior photographs (with no residents or other individuals identifiable) in Evercrest's marketing materials, website, proposals and case studies, and to Evercrest identifying Client as a customer. Client may withdraw this consent at any time by written notice; Evercrest will stop new uses within thirty (30) days after the notice. Evercrest will not use Client's or the Property owner's logos or marks without Client's prior written consent. This Section does not restrict Client's use of Client Reports as permitted by Section 19.3 or Evercrest's use of Aggregated Data as permitted by Section 19.4.

18.6 Obligations under this Article survive for three (3) years after termination, and indefinitely as to resident personal information and trade secrets.

ARTICLE 19. SERVICE DATA AND REPORTS

19.1 Definitions.

- "**Service Data**" means all service records, photographs, GPS, location and route data, timestamps, checklists, logs, exception and compliance records, reports, summaries and dashboards that Evercrest or its systems create or collect in performing the Services, and all software, tools, templates, forms, methods, processes and know-how that Evercrest creates or uses in performing the Services, together with all improvements and derivatives of any of them. Service Data does not include Client's Confidential Information or Resident Personal Information, even where that information appears within a Service Data record.
- "**Resident Personal Information**" means information that identifies, or is reasonably capable of being linked to, an individual resident or other individual at the Property, including a name, contact information, a unit number when associated with an identified individual, and an identifiable image of an individual.
- "**Client Reports**" means the route confirmations, exception and compliance summaries, monthly service reports, photographs and other service history for the Property that Evercrest delivers or makes available to Client under the Agreement, including any export under Section 19.6(c). Client Reports do not include Evercrest's invoices, pricing or rate information.
- "**Aggregated Data**" means data derived from Service Data or the Services that has been de-identified and aggregated so that it does not identify, and is not reasonably capable of being used to identify, Client, the Property, or any resident or other individual.

19.2 Ownership. As between the Parties, Evercrest owns all right, title and interest, including all intellectual property rights, in and to the Service Data and Aggregated Data. Client retains all rights in its Confidential Information, and Resident Personal Information is treated as Client's Confidential Information under Section 18.4. Except for the license in Section 19.3, the Agreement grants Client no right in the Service Data.

19.3 Client license. Evercrest grants Client a non-exclusive, royalty-free license to use, copy and share the Client Reports for operating, managing, marketing and selling the Property, including by sharing them with the Property owner and manager, lenders, insurers, prospective purchasers, successor owners or managers, a successor service provider (for transition purposes), and their respective advisors. Client may transfer this license to a successor owner or manager of the Property. The license survives expiration or termination of the Agreement as to Client Reports delivered or made available before then, including any export under Section 19.6(c). Client

will not resell Client Reports or represent that Evercrest endorses any person, product or property.

19.4 Evercrest's use of Service Data. Evercrest may use Service Data to perform the Services and to operate, improve, benchmark and develop its services, software and technology, including analytics and automated reporting tools. Evercrest may create Aggregated Data and may use and disclose Aggregated Data for those same purposes. Evercrest will not attempt to re-identify Aggregated Data, and will not disclose Service Data in a form that identifies Client or the Property to any third party except (a) to service providers that host or process it for Evercrest under confidentiality obligations at least as protective as Article 18, (b) as permitted by Section 18.5 or Article 22, or (c) as required by law. Evercrest will not sell, rent or license Resident Personal Information to any third party, and will use it only as permitted by Section 18.4.

19.5 Photographs. Evercrest photographs service areas, set-outs, containers, exceptions, common areas and equipment to document the Services. Evercrest will not intentionally photograph residents or other individuals, or the interior of any dwelling unit. If an image of an individual or other Resident Personal Information is captured incidentally, Evercrest will use that image only to document the Services and for no other purpose, including marketing, benchmarking or technology development.

19.6 Security, retention, and export.

(a) Security. Evercrest will maintain reasonable administrative, technical and physical safeguards, appropriate to the nature of the information, designed to protect Service Data that contains Client's Confidential Information or Resident Personal Information against unauthorized access, use, disclosure, alteration or destruction. Evercrest may use third-party software platforms to collect, host and process Service Data and remains responsible for their handling of that information under the Agreement. Evercrest will notify Client without unreasonable delay, and within any period required by applicable law, after confirming unauthorized access to Client's Confidential Information or Resident Personal Information in Evercrest's custody, and will cooperate reasonably with Client's response.

(b) Retention. Evercrest will retain service records for the Property, including route-completion records, exception logs and photographs, for at least twenty-four (24) months after their creation, and may retain Service Data longer in accordance with its retention practices. Evercrest will retain Resident Personal Information only as long as reasonably necessary to document the Services, resolve disputes, or comply with law.

(c) Export. On Client's written request made during the Term or within sixty (60) days after expiration or termination, Evercrest will deliver to Client, within thirty (30) days after the request, an export of the Client Reports and service history for the Property then retained by Evercrest, in commonly used electronic formats (such as PDF, CSV and standard image files). The first export requested after expiration or termination is provided at no charge; additional exports may be charged at Evercrest's reasonable cost. The export does not include Evercrest's software, internal methods, pricing, or data relating to other properties.

19.7 Relationship to Article 18. Except as stated in this Article and Section 18.4, Article 18 applies unchanged. Non-public Service Data is Evercrest's Confidential Information, except that Client may use Client Reports as permitted by Section 19.3. Nothing in this Article reduces either Party's obligations as to the other Party's Confidential Information or as to Resident Personal Information.

ARTICLE 20. FORCE MAJEURE

20.1 Neither Party is liable for a delay or failure to perform (other than a payment obligation) caused by an event beyond its reasonable control, including fire, flood, severe weather, snow or ice conditions making routes unsafe, earthquake, epidemic or pandemic and related government orders, war, terrorism, civil unrest, labor disturbance not involving that Party's own workforce, utility or fuel interruption, closure of the disposal facility, or governmental action.

20.2 The affected Party will give prompt notice, will use commercially reasonable efforts to resume performance, and will perform make-up service where practicable. Charges are abated pro rata for Services not performed and not made up during a force majeure event lasting more than five (5) consecutive service days. If the event continues for more than sixty (60) consecutive days, either Party may terminate on fifteen (15) days' written notice without liability.

ARTICLE 21. DISPUTE RESOLUTION; GOVERNING LAW

21.1 Governing law. The Agreement is governed by the laws of the State of Idaho, without regard to its conflict-of-laws rules.

21.2 Step 1 — Negotiation. A Party asserting a dispute will give the other written notice describing it. Designated representatives of the Parties with authority to settle will confer, by telephone or in person, within fifteen (15) business days after that notice and will attempt in good faith to resolve it.

21.3 Step 2 — Mediation. If the dispute is not resolved within thirty (30) days after the notice, the Parties will submit it to non-binding mediation before a single mediator in Ada County, Idaho, selected by agreement or, failing agreement, appointed by the Fourth Judicial District Court. The Parties will share mediator fees equally and each bear its own costs. Mediation is a condition precedent to filing suit, except as stated in Section 21.5. The mediation requirement is satisfied and either Party may proceed to litigation when the mediator declares an impasse, a Party withdraws after attending the initial mediation session, or mediation has not occurred within sixty (60) days after a Party's written mediation demand despite that Party's reasonable efforts. To the extent legally permissible, any contractual or statutory limitation period is tolled while the process under Sections 21.2 and 21.3 is pending.

21.4 Step 3 — Litigation; venue. If mediation does not resolve the dispute, either Party may bring an action exclusively in the state courts located in Ada County, Idaho, or in the United States District Court for the District of Idaho if federal jurisdiction exists. Each Party irrevocably consents to personal jurisdiction and venue in those courts and waives any objection based on inconvenient forum.

21.5 Exceptions. Either Party may, without first completing Sections 21.2 and 21.3, (a) seek injunctive or other equitable relief to prevent irreparable harm, including to enforce Articles 16, 18 and 19; (b) bring an action in small claims court for

amounts within that court's jurisdiction; and (c) make a protective court filing where reasonably necessary to preserve a claim against an imminent limitation or filing deadline, in which case the Party will promptly move to stay the proceeding while the Parties complete mediation under Section 21.3.

21.6 Jury waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS WAIVER, AND THAT IT ENTERS INTO THE AGREEMENT KNOWINGLY AND VOLUNTARILY.

21.7 Prevailing party. In any action or proceeding to enforce or interpret the Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs, including on appeal, as permitted by Idaho law.

21.8 Continued performance. Except where a Party has terminated under Article 6 or 7, each Party will continue to perform during a dispute, and Client will continue to pay undisputed amounts.

ARTICLE 22. ASSIGNMENT

22.1 Neither Party may assign the Agreement without the other Party's prior written consent, which will not be unreasonably withheld or delayed.

22.2 Consent is not required for: (a) assignment by either Party (i) to an affiliate under common control; (ii) to a successor entity resulting from that Party's conversion, reorganization or change of entity form, or to an entity to which that Party contributes or transfers the business to which the Agreement relates; or (iii) in connection with a merger, consolidation, or sale of all or substantially all of the assigning Party's assets or equity, or of all or substantially all of the assets of the business or line of business to which the Agreement relates; provided in each case that the assignee assumes the Agreement in writing and the assigning Party gives the other Party written notice within thirty (30) days after the assignment; or (b) assignment by Client to a successor owner or successor manager of the Property, provided Client gives Evercrest at least thirty (30) days' prior written notice and the successor assumes the Agreement in writing. A change in a Party's legal name, or its conversion into another form of entity by operation of law, is not an assignment, and the Agreement continues in effect with that Party on written notice to the other Party.

22.3 If the Property is sold and the successor owner does not assume the Agreement in writing, Client will give Evercrest written notice at least thirty (30) days before closing and the Agreement terminates at closing without early-termination charge; Client remains liable for amounts accrued through that date.

22.4 Evercrest may grant a security interest in its receivables under the Agreement to a lender or factor without consent, on notice to Client.

22.5 The Agreement binds and benefits the Parties and their permitted successors and assigns. Any assignment in violation of this Article is void.

22.6 A change in the ownership or control of a Party (including a sale or transfer of the equity of a Party) is not an assignment of the Agreement and does not require the other Party's consent. Evercrest may transfer the Agreement to an entity owned or controlled by The Lambert Group, LLC that assumes the Agreement in writing, on written notice to Client.

ARTICLE 23. GENERAL PROVISIONS

23.1 Notices. Notices under the Agreement must be in writing and are effective: on personal delivery; one (1) business day after deposit with a nationally recognized overnight courier; three (3) business days after deposit in the U.S. mail, certified, return receipt requested; or on the date sent by email to the addresses in the Service Order, provided that notices of breach, cure, termination and non-renewal sent by email must also be sent by courier or certified mail. Either Party may change its notice address by notice.

23.2 Entire agreement. The Agreement (the Service Order and these Standard Terms, including Schedules C and D) is the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous proposals, quotes, packets, marketing materials, walkthrough estimates, emails and understandings, written or oral. Client acknowledges that illustrative figures in Evercrest's marketing materials, including amenity-fee spread examples, are examples only and are not representations, warranties, or guarantees of revenue.

23.3 Amendment. The Agreement may be amended only by a writing signed by both Parties, except that rate changes made under Sections 8.3 and 8.4 take effect as provided in those Sections.

23.4 Waiver. A Party's failure or delay in enforcing a provision is not a waiver of it. A waiver is effective only if in writing and signed, and applies only to the instance specified.

23.5 Severability. If a provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or if that is not possible, severed; the remainder of the Agreement continues in effect.

23.6 No third-party beneficiaries. The Agreement is for the benefit of the Parties only. No resident, employee, or other third party has any right under it, except that the Property owner and the Client Indemnitees named in Article 14 may enforce the indemnity granted to them.

23.7 Counterparts and electronic signature. The Agreement may be signed in counterparts, each an original and together one instrument. Signatures delivered by electronic signature platform (including signature of the Service Order through such a platform), email, or PDF are valid and binding to the same extent as original signatures.

23.8 Construction. Headings are for convenience only. "Including" means "including without limitation." The Agreement was negotiated by both Parties and will not be construed against the drafter.

23.9 Authority. Each person signing the Service Order represents that he or she is authorized to sign for the Party indicated, and, if Client signs as agent for the Property owner, that Client has authority to bind the owner to the Agreement.

23.10 Survival. The following survive expiration or termination of the Agreement: Sections 6.6, 7.3 and 7.5; Sections 12.2 through 12.5; Articles 14, 15, 16, 18, 19, 21 and 23; Section 22.5;

any accrued payment obligation; and any other provision that by its nature is intended to survive.

SCHEDULE C — SERVICE STANDARDS AND REPORTING

These are the Service Standards referenced in Article 4 and used to define a Service Failure in Section 6.2. The values for each standard are stated in the Service Order.

Performance standards

Standard	Requirement	Measurement
Route completion	Route completed each scheduled service night by the time stated in the Service Order	Nightly completion timestamp
Missed Doors	Not more than the number of Missed Doors per 1,000 Door-nights per calendar month stated in the Service Order, measured under Section 4.2A	Client reports + Evercrest route log
Missed-Door recovery	Missed Door collected the same night where practicable; otherwise within 24 hours after Evercrest learns of it, any day of the week (Section 4.2)	Make-up log
Photo verification	Date/time-stamped photos of route completion and every exception, uploaded within the number of hours after route end stated in the Service Order	Reporting platform record
Exception reporting	Compliance issues and prohibited items photographed and tagged the night observed	Nightly report
Weekly summary	Delivered to Client contacts on the day and by the time stated in the Service Order	Email / platform record
Breezeway detail	Each scheduled visit completed on its scheduled date and in any event within fifteen (15) days after it, with before/after photos	Visit log
Dumpster restoration	Each scheduled visit completed on its scheduled date and in any event within fifteen (15) days after it, with before/after photos	Visit log
Escalation response	Acknowledgment and resolution plan within the times stated in the Service Order	Contact log
Uniform and ID	Uniform and visible ID on every shift	Spot check

Reporting method

- Reporting platform / method: Evercrest's field-operations platform, as Evercrest designates by notice from time to time, with reports delivered by email or platform access.
- Nightly route confirmation delivered to the Client contacts in the Service Order.
- Weekly exception and resident-compliance summary, including the month-to-date Missed-Door count, delivered on the day stated in the Service Order.
- Monthly service report delivered with each invoice, including completion rate, exceptions, make-ups and credits.
- Photo records retained by Evercrest for not less than twenty-four (24) months and made available to Client on request (Section 19.6).

Observed holidays (no service; no credit due)

New Year's Day · Birthday of Martin Luther King, Jr. · Washington's Birthday (Presidents Day) · Memorial Day · Juneteenth National Independence Day · Independence Day · Labor Day · Columbus Day · Veterans Day · Thanksgiving Day · Christmas Day — the federal holidays under 5 U.S.C. § 6103, observed on the dates the federal government observes them — and any additional holidays stated in the Service Order. If a scheduled service night falls on one of these holidays, there is no service that night.

SCHEDULE D — ESCALATION PATH

Contacts for each level are stated in the Service Order.

Level	Trigger	Evercrest contact	Response time
1	Routine service issue or single Missed Door	Primary operations contact	As stated in the Service Order
2	Repeat issue, missed route, or reporting failure	Owner	As stated in the Service Order
3	Safety, resident injury, theft allegation, serious incident	Owner — immediate call	Immediate
4	Notice of Service Failure under Section 6.3	Owner, in writing per Section 23.1	10 business days to cure

END OF STANDARD TERMS