

SERVICES AGREEMENT

Poop Genie LLC and Southern Village HOA managed by GM Property Solutions LLC (Lancaster, PA) (Client)

Poop Genie LLC (Poop Genie) is pleased to provide the professional services to Client described herein. Please read this letter carefully because it outlines expectations by both Poop Genie and Client. The intention of this letter is to confirm your understanding of, and agreement with, both what is included with our services, our terms, or services (also found at poopgenie.com and incorporated herein), our terms of payment, as well as the limitations of the services you have engaged us to perform.

1. Scope of Services:

Poop Genie will provide professional dog waste management services at your request. You have engaged us to maintain the specified scope of services for Client. We will perform the specific service of :

4 Dog Waste Stations

- Serviced one time a week
- Remove and replace waste can liners each visit
- Inventory and replace when needed small waste bags for waste pickup
- Haul away waste for disposal

2. Additional Services:

Only the services which are specifically set forth in Paragraph 1 herein are included within the scope of services. If there is additional work that you wish us to carry out, the additional service will be quoted to you before such service is provided. No additional service will be provided unless and until a revised Services Agreement is executed.

3. Rate for Services:

Client shall pay \$300.00 per month for the services and frequency of such services set forth in Paragraph 1 herein, subject to any rate adjustment as described herein.

10% discount applied if year-long service is paid in full before service start date and prior to the January 1 renewal date each year. This total will be \$3,240.00. Any services provided before January 1, 2026 will be prorated at the full amount with a 10% discount applied.

A 3% price increase will be applied each anniversary date to cover cost increases in goods/services

4. Term of Engagement:

This Agreement shall be for a term of three (3) years starting January 1, 2026. This Agreement may not be terminated by either Party except for cause. Client may not terminate this Agreement for cause unless and until it provided Poop Genie a thirty (30) day written notice and opportunity to cure such basis for cause. This Agreement shall automatically renew for three (3) year successive terms unless written notice of non-renewal by no later than sixty (60) days prior to the end of the initial term or any renewal term thereafter. Poop Genie will start service under the terms of this agreement after the dog waste stations have been installed.

5. Service and Price Guarantee:

Poop Genie will always stand behind the quality and professional nature of the services that we offer. If at any point you are not completely satisfied with the services we have performed, we encourage you to bring this to our attention immediately. We would love the opportunity to correctly address your concerns and allow us a chance to win your trust back and prevent similar problems from happening in the future. We will make every reasonable effort to send a technician out to reservice your property within 48 hours if there is a concern.

Client understands what we offer services during the entire year and that we cannot schedule a certain day we will provide service. Our service runs through Winter, Spring, Summer and Fall. There will be days where weather will not allow us to perform services as scheduled. Poop Genie will do everything in our power to provide the best of service all year long, and agrees to prorate any monthly charge should service not be provided at the frequency set forth in Paragraph 1 herein due to unforeseen weather or other events.

6. Client Responsibilities:

Client is responsible for maintaining their property so our scope of service can be performed professionally, safely, and responsibly. It is important for Client to understand that Poop Genie technicians will only service areas that are safe and accessible, and free of both visible and latent hazards. Client will still be billed for services for which the technician cannot perform during a scheduled visit if their property, or any portion thereof is not accessible, or poses an unreasonable risk of injury to our technicians.

7. Indemnification:

To the fullest extent permitted by law, excluding its own negligence or conduct, in no event shall Poop Genie, including its owners, members, employees, or representatives, be liable for any injury, death, loss, claim, damage, act of God, accident, delay, or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arise out of or are in any way connected with any of our services. You agree to defend, indemnify and hold harmless Poop Genie, its, members, owners, employees, agents, and representatives, from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to your use of our services.

8. Insurance:

Poop Genie maintain general liability insurance of \$1,000,000 per each occurrence/\$2,000,000 general aggregate and shall maintain such insurance for the duration of this Agreement.

9. Invoicing and Payment:

We will submit our bill at the end of each month, and it will be due and payable within 15 days thereafter. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are delinquent for greater than fifteen (15) days. In the event that the Client pays a year in full, the Client will receive an invoice which is to be paid prior to the start date of service.

10. Non-Solicitation by Client:

Client acknowledges and agrees the employees or sub-contractors of Poop Genie are a valuable asset and are difficult to replace. Accordingly, Client agrees that during the term of this Agreement and for one (1) year thereafter, they will not recruit or hire as an employee, independent contractor or agent, or any business owned or controlled in whole or part by such employee, to perform the same or similar services as provided by Poop Genie.

11. Governing Law; Venue; Attorney’s Fees:

This Agreement will be governed by the laws of the Commonwealth of Pennsylvania. Any action relating to this Agreement must be brought in the Court of Common Pleas of Dauphin Pennsylvania, and both parties irrevocably consent to the jurisdiction of such court.

If either party brings an action against the other concerning the outcome, quality or timeliness of our performance of services or other matters related to this engagement, the party who prevails shall be entitled to recover reasonable attorney’s fees and costs incurred in prosecuting such suit.

12. Entire Agreement

This Agreement and any exhibits incorporated herein contains the entire agreement and understanding among the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

13. Assignment

Poop Genie reserves the right of assignment for this service agreement to other parties in the event of a sale or purchase of the company.

Please review and sign this letter below to indicate that it is in accordance with your understanding of the arrangements.

Yours sincerely,

Poop Genie

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Client, I hereby agree to the terms of engagement set forth in this Services Agreement.

Signed:  Signed by:
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Print Name: Bill Rittenhouse

Date: 10/17/2025