

SERVICE AND RELATED LICENSE AGREEMENT

THIS SERVICE AGREEMENT (this “Agreement”) is entered into as of the **1st day of _____, 2025**, by and between Community Options, Inc., d/b/a **The Daily Plan It**, having a mailing address at 900 Sarah Street, Pittsburgh, PA 15203 (“DPI”) and **(Tenant name), (Address), (Telephone number) and tax ID (“Client”)**.

WITNESSETH:

WHEREAS, DPI and Client have reached agreement with respect to DPI’s providing Client with certain services at the “DPI Facility”, all as more particularly set forth herein; and

WHEREAS the Client acknowledges that DPI services individuals with disabilities pursuant to a contract with the New Jersey Department of Human Services Division of Developmental Disabilities; and

WHEREAS, Client acknowledges that the DPI Facility was established specifically to provide a workplace for adults with disabilities.

NOW, THEREFORE, in consideration of the premises, the terms and conditions set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. **Recitals.** Each of the foregoing recitals is incorporated herein at length as if fully set forth herein.
2. **Term.** The term of this Agreement (the “Term”) shall commence upon the date set forth at the top of this Agreement and shall continue until **(Date)** (the “Termination Date”) unless sooner terminated in accordance with the terms hereof. **Client will occupy office number (Office number)** as designated on the facility floor plan (Attachment 1)
3. **Service and License Rates.** Client shall pay DPI a basic monthly service charge of **(monthly rent amount) dollars** plus applicable sales taxes if any (the “Basic Service Charge”), which Basic Service Charge shall be due and payable upon the execution of this Agreement and thereafter on the first (1st) day of each calendar month throughout the Term without notice, setoff, or deduction. All other charges payable pursuant to this Agreement (“Additional Charges”) shall be paid within ten (10) days of notice thereof. The Basic Service Charge shall be prorated for any partial month at the beginning or end of the Term, provided that if the Term commences on a day other than the first day of a calendar month, the proration of the first month’s Basic Service Charge shall not occur until the first calendar day of the second month of the Term. In consideration of the costs of collection and administration, and not as a penalty, any payment due hereunder which is not received on the date due shall accrue interest at the monthly rate of one and one-half (1.50%) percent until paid in full and a late charge of \$50.00 shall be assessed with respect to any payment received more than five (5) days after the date due. The imposition and collection of said interest and charges shall be in addition to, and not in lieu of, the other rights and remedies available to DPI upon a default by Client hereunder.
4. **Services and Licenses.** In consideration of the Basic Service Charge and subject to the terms and conditions set forth herein, DPI shall provide Client throughout the Term with the following:
 - a. Telephone answering service, [in common with other clients at the Facility], on one (1) incoming line during the Facility’s regular business hours (9:00 a.m. through 5:00 p.m., Mondays through Fridays, excluding all banking and government holidays), provided that Client shall not use said service for bulk advertising or solicitations of any type without the prior express written consent of DPI (which consent may be withheld by DPI in its sole and absolute discretion);
 - b. The right to use one (1) desktop telephone located within the Premises (as hereinafter defined);

c. The right, in common with DPI and other clients at the Facility, to use the Facility mailing address as Client's business and mailing address, provided that Client shall not use said address or the Facility for bulk advertising, mailings or solicitations of any type without the prior express written consent of DPI (which consent may be withheld by DPI in its sole and absolute discretion);

d. A license, conditional upon Client's continual use of the services described herein, to conduct Client's designated business activity in the office(s) described on Exhibit A attached hereto and made a part hereof (the "Premises"), which Client has inspected and agrees to accept in its "as is" condition; and

e. A license, conditional upon Client's continual use of the service described herein, to reasonable use of the common areas of the Facility during the Facility's regular business hours in common with DPI and other clients at the Facility.

DPI shall also provide such additional services as Client may request from among those identified on Exhibit B attached hereto and made a part hereof upon reasonable notice and payment in accordance with the schedule of fees also set forth on Exhibit B. Said schedule of fees shall be subject to change by DPI upon thirty (30) days' notice.

5. Conditions of Use. Client's use of the Facility and Premises shall be for general office purposes in the conduct of Client's business by the person(s) identified on the signature page (the "Permitted Occupants") between the hours of 6 a.m. and 9 p.m. Monday through Sunday and shall not unreasonably interfere with the use of the Facility by DPI and/or its clients (as determined by DPI in its sole and absolute discretion). Neither Client nor Client's employees, agents or invitees shall (i) suffer or permit any damage to the Facility and/or Premises or any portion thereof, (ii) disturb the quiet enjoyment of the Facility by others, (iii) mistreat or endanger any officer, director, shareholder, employee or agent of DPI, or (iv) make any alterations or improvements to or change any locks in the Facility and/or Premises. No Client nor any Permitted Occupant shall be allowed to occupy the Premises between the hours of 9 p.m. and 6 a.m. or to utilize Premises at any time for other than lawful business purposes. No Client or Permitted Occupant shall permit any animal (other than a certified service animal) on the premises at any time. Client shall comply with all applicable federal, state and local laws, rules, regulations and orders, whether now existing or hereinafter enacted, and all Rules and Regulations attached hereto on Exhibit C and made a part hereof, as the same may be unilaterally amended from time to time by DPI. DPI shall have the right to enter into the Premises at any time and from time to time to, among other things, confirm Client's compliance with the terms of this Agreement, make repairs as DPI deems necessary or desirable and to show same to prospective clients provided DPI takes reasonable measures to minimize interference with Client's use of the Premises.

6. Background Checks. Pursuant to regulations promulgated by the New Jersey Department of Human Services Division of Developmental Disabilities ("DDD"), DPI is required to conduct criminal background checks of employees who may come in contact with persons served by DPI. In order to ensure the safety of persons served by DPI ("Service Recipients"), DPI requires that any Permitted Occupant under this Agreement undergo a background check to ensure that DPI Service Recipients do not come into contact with individuals who would be otherwise disqualified from working with the Service Recipients due to disqualifying criminal conduct if they were employed directly by DPI. In connection with the signing of this Agreement, the Client shall provide to each intended Permitted Occupant the Disclosure of Intent to Obtain FCRA Consumer Report and Authorization and Consent to Obtain Consumer Report in the form attached hereto as Exhibit D, and shall provide to DPI signed Authorization and Consent to Obtain Consumer Reports for all Permitted Occupants under this Agreement as well as any other information necessary for DPI to complete a background check for each Permitted Occupant. DPI shall review any negative information revealed by the criminal background check and any additional information provided by the Permitted Occupant regarding the negative information, including any evidence of rehabilitation, in making a determination as to whether the Permitted Occupant will be allowed access to the Facility. The obligation to provide signed Written Disclosure and Consent to Request Consumer Report Information forms to DPI shall extend to any Permitted Occupants added during the Term of this Agreement. Client agrees to immediately notify DPI in the event any Permitted Occupant is arrested, pleads guilty or *nolo contendere* to or is convicted of an offense set forth in N.J.A.C. 10:48A-2.1(l) so that DPI can make a determination as to whether the Permitted Occupant will be allowed continued access to the Facility. The failure or refusal of the Client or any Permitted Occupant to comply with the terms of this provision shall be considered an Event of Default under this Agreement.

7. Relocation; Non-Compete. DPI shall have the right, at DPI's sole cost and expense, to relocate Client to other comparable offices within the Facility. Client shall not provide any of the services which DPI offers to any other client within the Facility and, with the exception of a personal computer for each Permitted Occupant, Client shall not install or operate any telephones, copiers or the like within the Premises or the Facility which are not provided by DPI. In consideration of the time and effort of DPI in hiring and training DPI personnel, for the duration of the Term and for a period of one (1) year thereafter, neither Client nor Client's employees, principals or agents (or anyone affiliated with any of the foregoing) shall solicit or hire, directly or indirectly, any person who is or was employed by DPI at anytime during the Term. In the event of a breach of this provision, Client shall pay DPI, upon demand, liquidated damages in the amount of \$5,000.00 per employee, which the parties acknowledge is not a penalty, but rather a fair estimate of the loss which DPI would suffer in such an event. This provision shall survive termination of this Agreement.

8. Services Retainer. Upon execution of this Agreement Client shall pay to DPI a refundable services retainer in the amount of **(Security deposit amount) dollars** (the "Services Retainer"), which shall be returned to Client, without interest, within thirty (30) days after termination of this Agreement, provided Client has fully and faithfully satisfied all of Client's obligations hereunder and subject to the provisions of section 9. DPI shall be under no obligation to segregate the Services Retainer from any other funds. DPI shall have the right (but not the obligation), from time to time, to apply all or a portion of the Services Retainer to the cure of any default hereunder in which event Client shall be obligated to immediately repay said amounts to DPI so as to continually maintain the Services Retainer in the amount set forth above.

9. Limitation of Liability; Indemnification; Insurance. Neither DPI nor any officer, director, shareholder, employee or agent of DPI shall be liable for damages, whether direct or indirect, suffered as a result of DPI's (or DPI's employees' or agents') errors or omissions including, but not limited to, delays or interruptions or a failure to properly convey messages or communications or provide other services. Client's sole remedy and DPI's sole obligation for such a failure shall be limited to an adjustment to Client's billing in the amount of the charge for such service during the period during which such failure occurs or continues. EXCEPT AS EXPRESSLY SET FORTH ABOVE, CLIENT HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF DPI'S (OR DPI'S EMPLOYEES' OR AGENTS') FAILURE TO PROVIDE ANY SERVICE OR ANY ERRORS OR OMISSIONS ON THE PART OF DPI (OR DPI'S EMPLOYEES OR AGENTS). Client shall indemnify and hold DPI and DPI's officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim or liability occasioned by or resulting from any default hereunder or any negligence or wanton or willful act or omission of Client or Client's employees, agents and invitees or anyone claiming by or through any of the foregoing. This provision shall survive termination of this Agreement. Client shall provide DPI within five (5) days of the date hereof with evidence of general liability insurance coverage and naming DPI as an additional insured.

10. Termination. This Agreement may be terminated by DPI with formal written notice thirty (30) days' prior to termination. Upon any termination of this Agreement, Client shall immediately cease all use of the Facility, the Premises and all other services. Provided Client has fully and faithfully satisfied all of Client's obligations hereunder and Client provides DPI with a forwarding address, DPI will collect and forward to Client all mail directed to Client and received at the Facility for a period of thirty (30) days after termination of this Agreement. DPI shall have the right to terminate this Agreement immediately upon material damage to the Facility and/or Premise. In the event of the immediate termination of this Agreement, DPI has the right to withhold return of Client's security deposit for sixty (60) days to determine the extent of any damages to the Premises.

11. GUARANTOR. For good and valuable consideration, the receipt and sufficiency, of which is hereby acknowledged by the Guarantor, the Guarantor hereby personally and unconditionally guarantees to DPI the payment of all Base Service Charges and any and all other sums due hereunder, including, but not limited to, all damages, fees, costs and the performance of any and all obligations of the Client under the terms of this Agreement as well as any holdover provisions. The Guarantor agrees to be personally liable for any and all costs, damages and reasonable attorney's fees incurred by DPI in enforcing the terms and conditions of this Agreement or to recover possession of the property.

12. Defaults and Remedies. Client's failure to pay the Basic Service Charge or any Additional Charges within five (5) days of the date due, or Client's failure to comply with any other provision of this Agreement within five (5) days of written notice thereof, or where such default cannot reasonably be cured within said five (5) day period, Client's failure to commence to cure such default within said five (5) day period and to thereafter diligently prosecute such cure to completion (which shall in no event exceed thirty (30) days) shall constitute an "Event of Default" hereunder. Notwithstanding the foregoing, however, DPI shall be under no obligation to provide Client with notice of a default hereunder prior to same constituting an Event of Default hereunder where such a default is substantially the same as any other default for which notice was provided within the immediately preceding six (6) month period. Upon an Event of Default hereunder DPI shall be entitled, without further notice of any kind, to take any one or more of the following steps: (i) terminate this Agreement, (ii) accelerate all Basic Service Charges and Additional Charges, (iii) enter into and take full possession of the Premises, (iv) take possession of all of Client's property located within the Facility and/or Premises and either store same at Client's cost and expense or treat same as abandoned property, (v) deny further access to the Facility and/or Premises, (vi) terminate all services, (vii) apply all or a portion of the Services Retainer in satisfying Client's obligations hereunder (which shall not constitute a cure thereof), and/or (viii) pursue any other right or remedy available to DPI hereunder or at law or in equity.

13. Holdover. In the event Client fails to vacate the Premises upon termination of this Agreement pursuant to the terms hereof, DPI shall have the right to deem Client to have renewed this Agreement for a thirty (30) day period upon the same terms and conditions set forth herein except that the Basic Service Charge shall be immediately increased to One Hundred and twenty five (125%) percent of the Basic Service Charge set forth in Section 3 hereof. The foregoing shall be in addition to, and not in lieu of, the rights and remedies available to DPI hereunder upon an Event of Default, and shall not constitute a right to renew this Agreement in favor of Client.

14. Costs of Enforcement. Client shall pay for all costs incurred by DPI in enforcing the terms of this Agreement including, but not limited to DPI's reasonable attorneys' fees.

15. Assignment. Neither this Agreement nor any of the rights granted to Client hereunder may be assigned by Client without the prior express written consent of DPI (which consent may be withheld by DPI in its sole and absolute discretion). DPI may assign its rights and obligations hereunder upon notice to Client.

16. Brokerage. Each of Client and DPI represent and warrant to each other that no real estate broker or person was involved in negotiating the within transaction, and each agrees to indemnify the other for and against any claim for a fee as a broker or finder made by any person or firm alleged to be based upon arrangements or agreements made by or on behalf of the indemnifying party in connection with this Agreement or the transaction contemplated hereby. This provision shall survive termination of this Agreement.

17. Notices. All notices required or permitted hereunder shall be in writing, addressed to the intended party at the addresses set forth above (and in the case of notices to DPI directed and delivered to the Director of Project and Property Management) and sent via personal delivery, postage prepaid, certified mail, return receipt requested, or nationally recognized overnight courier service. Notices shall be effective upon delivery in the case of personal delivery or overnight courier and two (2) business days after deposit in the U.S. mail. Copies of all notices to DPI shall be sent in like manner to Community Options, 390 Main Road, Montville, NJ 07045, Attn: Director of Project and Property Management.

18. No Lease; Subordination. This Agreement is not intended, nor shall it be construed, to create a lease or any other interest in real property in favor of Client, but rather creates revocable licenses in accordance with the terms hereof. The licenses granted to Client hereby do not, nor shall they be construed to, constitute a diminution of the legal possession or control of the Facility, the Premises or any portion thereof by DPI and shall be revocable by DPI in accordance with the terms hereof. In furtherance of the foregoing, this Agreement is and shall be subject and subordinate to any underlying lease and any mortgage or deed of trust, whether now or hereafter existing, affecting the Facility or the land upon which same lays. Client shall execute any documents reasonably required by DPI from time to time to confirm the foregoing within three (3) days of presentment thereof.

19. Benefit. All of the terms of this Agreement shall be binding upon, inure to the benefit of

and be enforceable by the respective legal representatives, successors and assigns of the parties, provided that no rights shall accrue to any representative, successor or assign of Client without the prior express written consent of DPI (which consent may be withheld by DPI in its sole and absolute discretion).

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflict of laws principles.

21. Captions and Exhibits. Section titles and captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or intend to describe the scope of this Agreement or the intent of any of the provisions hereof. All exhibits annexed hereto and referred to herein are made a part hereof as fully as though set forth herein at length.

22. Entire Agreement. This Agreement constitutes the entire understanding of the parties. There are no other agreements, express or implied. Any oral representations, undertakings or agreements are expressly merged herein. Except as expressly set forth herein to the contrary, this Agreement may not be changed, amended or modified except by an agreement in writing signed by the parties hereto and no waiver of any provision hereunder shall be effective unless expressly set forth in writing and signed by the party against whom such waiver is claimed.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first set forth above.

CLIENT: _____

Name of the (Business)

GUARANTOR: _____

Signature Name of the tenant (Person)

Print Name of Tenant (Person)

By:

Robyn Ratcliff, Community Options, Inc.,

DPI: Community Options, Inc.

Permitted Occupants: Name of the tenant (Business)

Exhibit A
[description/schematic of Premises]

(this exhibit should also proscribe hours of access and incorporate any special physical considerations of the Facility
(i.e., security issues, common areas, parking rights etc.))

Mail received at 900 Sarah Street, Pittsburgh, PA

Full-time Occupancy of office (Office number) as designated on the facility floor plan

Signage on the outside of the Daily Plan It entrance, for (Name of the tenant; business)

8 hours free use of the conference rooms as designated on the facility floor plan per month

Use of Internet connection

Receptionist / Telephone Service

SAMPLE

Exhibit B

[description of additional services/schedule of charges]

Charge of (Monthly rent amount) to be made payable to Community Options, Inc. due on the 1st day of each month for services of that month

Use of conference space above 8 hours a month: \$80/8 hour day
 \$50/half-day
 \$15/hour

Copy Charges:

- 100 free black and white copies a month. Additional black and white pages (above 100) will be billed at a rate of \$0.20 a page
- Color Copies will be billed at a rate of \$0.65 a page

Concierge services and printing/mailing services priced upon request

Exhibit C

[Rules and Regulations]

(If none, insert “None.” This exhibit can then be amended/completed in the future)

None

SAMPLE

Exhibit D

DISCLOSURE OF INTENT TO OBTAIN FCRA CONSUMER REPORT

Please be advised that Community Options, Inc., its subsidiaries and affiliates, may use a consumer reporting agency to obtain a consumer report to determine your suitability for assignment. A "consumer report" is:

any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumers' credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor establishing the consumer's eligibility for ... employment purposes.

SAMPLE

AUTHORIZATION AND CONSENT TO OBTAIN CONSUMER REPORT

I hereby consent to and authorize Community Options, Inc., its subsidiaries and affiliates, (the "COMPANY") to obtain a consumer report from a consumer reporting agency for determining the suitability of assignment. If hired by my employer, I also consent to Community Options, Inc., obtaining further consumer reports from a consumer reporting agency for retention purposes at any time during my employment in which I provide services for Community Options, Inc., to the extent permitted by law.

I hereby acknowledge my receipt of the FCRA summary of rights and any applicable State notices and provide my ongoing consent for Community Options, Inc., to procure report from a consumer reporting agency.

Name

Signature

Date

Exhibit E
List of Disqualifying Crimes and Disorderly Persons Offenses Pursuant to N.J.A.C. 10:48A-2.1(l)

Individuals shall be disqualified for employment for any of the following crimes or disorderly persons offenses in New Jersey:

1. Any crime or disorderly person offense involving danger to the person as set forth in N.J.S.A. 2C:11-1 et seq. through 2C:15-1 et seq. including the following:

- i. Murder;
- ii. Manslaughter;
- iii. Death by auto;
- iv. Simple assault;
- v. Aggravated assault;
- vi. Recklessly endangering another person;
- vii. Terroristic threats;
- viii. Kidnapping;
- ix. Interference with custody of children;
- x. Sexual assault;
- xi. Criminal sexual contact;
- xii. Lewdness; or
- xiii. Robbery;

2. Any crime against children or incompetents as set forth in N.J.S.A. 2C:24-1 et seq., including the following:

- i. Endangering the welfare of a child; or
- ii. Endangering the welfare of an incompetent person;

3. A crime or offense involving the manufacture, transportation, sale, possession or habitual use of a controlled dangerous substance as defined in N.J.S.A. 24:21-1 et seq.; or

4. In any other state or jurisdiction, conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described in 1 through 3 above.

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