



SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into on this 14th day of May, 2025, by and between:

Company Name: BurnBot, Inc.

Address: 310 Shaw Road, Suite D, South San Francisco, California

Contact Person: Brittany Black

Email: brittany@burnbot.com

Phone: 503-847-1328

AND

Client Name: Incline Pines HOA

Address: 725 Fairview Blvd.

Contact Person: Heidi Burton

Email: hburton1@verizon.net

Phone: 951 237-7375

RECITALS

WHEREAS, BurnBot, Inc. ("Service Provider") is in the business of providing vegetation management services, including but not limited to fuel reduction, firebreak creation, mastication, and brush clearing;

WHEREAS, Incline Pines HOA ("Client") desires to engage the Service Provider to provide the services described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Services to be Provided

1. Service Provider agrees to provide the following vegetation management services ("Services") in the states of Nevada at the address of 725 Fairview Blvd. -Incline Pines HOA ("Site") :

- **Mastication:** Mechanical processing of vegetation (8" and under DBH)

2. **Incorporation of Quote Details:** The specific scope of work, pricing, and other details provided in any quote or proposal issued by Service Provider to Client shall be incorporated into this Agreement as an amendment upon mutual written agreement of both parties. Each quote shall be subject to all terms and conditions set forth in this Agreement.
3. **Amendments to Quotes:** Any changes or modifications to the scope of work, pricing, or other terms specified in a quote must be documented in writing and signed by both parties. The amendment shall specify the nature of the changes, the impact on pricing and timelines, and any other relevant terms. Such amendments shall become part of this Agreement.
4. **Order of Precedence:** In the event of any conflict between the terms of this Agreement and the terms of any quote or amendment, the terms of this Agreement shall prevail unless the quote or amendment explicitly states otherwise.
5. Services are performed during the following hours (Monday through Friday, 8:00am to 5:00pm local time, excluding holidays). To the extent that Client requires the Services be performed outside of normal business hours, Client will provide advance notice to Service Provider of the expected hours when the Services can be performed.
6. The Services do not include the following:
 - 6.1. Hazard tree removal (felling)
7. **Service Completion and Certification:** Upon completion of the Services (or a particular phase of the Services), Service Provider will provide notice to Client that the Services have been completed in accordance with this Agreement (“Certificate of Completion”). The Certificate of Completion will be delivered by email to Client’s designated point of contact. Client will have ten (10) days (“Notice Period”) to notify Service Provider of any issues or defects in the Services that render them in material noncompliance with this Agreement, provided that such notice shall contain reasonable detail and must be delivered to the Service Provider in writing and must be received within the Notice Period, otherwise the acceptance form will be deemed approved.

1. Term of Agreement

- 1.1. This Agreement shall commence on the 15th day of May, 2025, and shall continue until the completion of the Services and payment of all outstanding fees by Client, unless terminated as provided in this Agreement.

2. Compensation

- 2.1. **Service Fees:** The Client agrees to pay Service Provider the total sum of **\$24,750** for the Services, payable according to the following schedule:
 - 50% deposit due upon signing of this Agreement.
 - 50% balance due upon completion of the Services.

- 2.2. **Additional Costs:** Any additional costs, including but not limited to permits, travel expenses, and specialized equipment, shall be the responsibility of the Client and shall be invoiced separately.
- 2.3. **Invoicing and Payment Terms:** Service Provider will invoice Client for the Service fees in accordance with the schedules stated above or in the proposal issued by Service Provider. All payments are due within 30 days from date of invoice.

3. Obligations of the Client

- 3.1. The Client shall provide Service Provider with access to the property where Services are to be performed. The Client will provide Service Provider with information respecting the Site, including known hazards, easements, and rights of way. If Service Provider finds land conditions that differs from the Client documentation, Service Provider will notify Client.
- 3.2. The Client shall ensure that all necessary permits and authorizations are obtained prior to the commencement of the Services. Client represents that this Agreement and the Services will not violate the ground lease or other agreement pursuant to which Client occupies and uses the Site (or Sites), that Client has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest in the Site in order for Service Provider to complete the Services.
- 3.3. The Client agrees to disclose any known hazards or conditions on the property that may affect the performance of the Services.

4. Obligations of the Service Provider

- 4.1. Service Provider shall perform the Services in a professional and workmanlike manner, consistent with industry standards.
- 4.2. Service Provider shall comply with all applicable laws and regulations governing the performance of the Services. The Services will be performed predominantly by Service Provider. Service Provider reserves the right to subcontract a portion of the Services to its subcontractors. Service Provider will be responsible for a subcontractor's compliance with this Agreement.
- 4.3. Service Provider makes no representation or warranty that the Services will stop or prevent wildfires, or stop or prevent wildfires from damaging Client's property, including any landscape, structures or items located on or near the Site.

5. Indemnification

- 5.1. The Client agrees to indemnify and hold harmless Service Provider, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from Client's failure to perform its obligations pursuant to Section 4, except to the extent caused by the negligence or willful misconduct of the Service Provider.

5.2. Service Provider will defend any suit brought against Client by a third party to the extent it is based on a claim that Service Provider or Service Provider personnel caused the personal injury, death, or property damage (including theft or loss of property) to that third party (“Claim”); and Service Provider will indemnify Client for all damages, fines, legal fees and costs finally awarded to such third party as a result of a Claim, or agreed upon in a settlement of a Claim. This indemnification is conditioned upon Client providing (i) prompt written notice of such suit within 30 days of the receipt of same, and furnishing Service Provider with a copy of all communications and documents relating to the claim; (ii) Service Provider, sole control over the defense and settlement of the Claim and (iii) all reasonable assistance, at Service Provider’s cost, in the defense effort. In no event shall Service Provider be liable to indemnify Client for any settlement entered into without Service Provider’s prior written consent. This indemnification shall not apply to the extent that Client is found to be jointly or severally liable for any damages arising from the Claim.

6. Termination

6.1. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party materially breaches any provision of this Agreement and fails to cure such breach within 10 days after receiving written notice of the breach.

7. Limitation of Liability.

7.1. Except as provided in paragraphs 8.2 and 8.3 of this clause, and except to the extent that the Service Provider is expressly responsible under this contract for deficiencies in the Services required to be performed under it (including any materials furnished in conjunction with those services), the Service Provider shall not be liable for loss of or damage to property of the Client that- (a) occurs after Client acceptance of services performed under this contract; and (b) results from any defects or deficiencies in the services performed or materials furnished.

7.2. The limitation of liability under this clause shall not apply when a defect or deficiency in, or the Client’s acceptance of, Services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Service Provider’s managerial personnel. The term "Service Provider’s managerial personnel," as used in this clause, means the Service Provider’s directors, officers, and any of the Service Provider’s managers, superintendents, or equivalent representatives who have supervision or direction of- (x) all or substantially all of the Service Provider’s business; (y) all or substantially all of the Service Provider’s operations at any one location at which the contract is being performed; or (z) a separate and complete major industrial operation connected with the performance of this contract.

7.3. If the Service Provider carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Client through the Contractor’s performance of services or furnishing of materials under this contract, the Service Provider shall be liable to the Client, to the extent of such insurance or reserve, for loss of or damage to property of the Client occurring after Client acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

- 7.4. IN NO EVENT WILL SERVICE PROVIDER OR CLIENT BE LIABLE TO THE OTHER FOR EXEMPLARY OR PUNITIVE DAMAGES AND FOR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS.
- 7.5. THE DUTIES OF SERVICE PROVIDER SHALL BE CONFINED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY ASSOCIATED STATEMENT OF WORK OR QUOTATION, AND NO IMPLIED DUTIES ARE ASSUMED BY OR MAY BE ASSERTED AGAINST SERVICE PROVIDER. EXCEPT TO THE EXTENT ARISING OUT OF SERVICE PROVIDER'S INTENTIONAL WRONGDOING OR INTENTIONAL MISCONDUCT, SERVICE PROVIDER'S LIABILITY ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT AND ACTUAL MONETARY DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID HEREUNDER.

8. Insurance

- 8.1. **Insurance Maintained by Service Provider.** While Service Provide is performing the Services and for one year thereafter, Service Provider shall carry and maintain the policies of insurance set forth below.
- 8.1.1. Employer's Liability coverage with limits of at least one million dollars (\$1,000,000) each accident.
- 8.1.2. Commercial General Liability ("CGL") coverage on an occurrence basis (not claims made), with limits at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, including coverage for liability arising from (i) premises; (ii) operations; (iii) broad form property damage; and (iv) personal injury;
- 8.1.3. Business Auto Liability coverage on an occurrence basis, with limits of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, including coverage for all leased, hired and borrowed vehicles used in connection with the Services.
- 8.1.4. Professional Liability (also known as Errors and Omissions Liability) insurance covering acts, errors and omissions arising out of performing the Services.
- 8.1.5. Excess Liability coverage with respect to the Employers Liability, CGL and Business Automobile Liability policies described above, in an umbrella form and on an occurrence basis with limits of at least three million dollars (\$3,000,000) per occurrence.
- 8.1.6. **Workers Compensation.** Notwithstanding any other workers' compensation or insurance policies maintained by Client, Service Provider shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state in which Service Provider's personnel are engaged in performing work for Service Provider and that meet the statutory limits as required by such state(s).
- 8.2. **Subcontractors.** Service Provider will require any subcontractors used to assist Service Provider with providing the Services to maintain the same levels of insurance.
- 8.3. **Certificates of Insurance.** Upon request, Service Provider shall provide to Client certificates of insurance for all such policies.

9. Force Majeure

- 9.1. Neither party shall be liable for any delays or failure to perform any obligation under this Agreement due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, or governmental regulations. Client acknowledges that the Services cannot be performed during inclement weather conditions, including rain or snow. In the event of any Force Majeure event, Service Provider will notify Client and coordinate with Client to reschedule performance of the Services.

10. Governing Law and Dispute Resolution

- 10.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the Services are performed. Any legal action or proceeding arising under this Agreement shall be brought in the courts of the state where the Services are performed.
- 10.2. **Dispute Resolution:** The parties agree to attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. If the dispute cannot be resolved through negotiations, the parties agree to submit the dispute to mediation before pursuing any other legal remedy.

11. Miscellaneous

- 11.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.
- 11.2. This Agreement may only be amended or modified by a written agreement signed by both parties.
- 11.3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 11.4. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may sign this Agreement electronically. The Parties agree that the person using electronic signature is authorized to bind that Party and that their electronic signature is the legal equivalent of their manual signature on this Agreement and consent to be legally bound by the terms and conditions of this Agreement.
- 11.5. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or sent by certified mail, return receipt requested, to the addresses set forth above or to such other address as may be specified by either party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BurnBot, Inc.

By: Brittany Black

Name: Brittany Black
Title: Head of Operations
Date: 5/15/2025

Incline Pines HOA

By: Heidi Burton
Name: Heidi Burton
Title: HOA President
Date: 5/14/2025