

SERVICE AGREEMENT

Date: July 7, 2021

CUSTOMER: Town of Whitestown, Indiana
LOCATION: 6210 Veterans Drive Whitestown, Indiana 46075
CONTRACTOR: CKM Enterprises D.B.A. Office Pride

I. CONTRACTOR RESPONSIBILITY

- A. Contractor agrees to provide all services as described under the attached cleaning specifications sheet.
- B. Contractor agrees to provide all labor, equipment and cleaning supplies.
- C. Contractor agrees to provide service **Seven days per Week**.

II. CUSTOMER RESPONSIBILITY

- A. Customer agrees to provide adequate secured storage facilities for contractor's equipment and supplies.
- B. Customer agrees to provide adequate water and electrical facilities for use of contractor.
- C. Customer agrees to provide two sets of keys for contractor's use.
- D. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
- E. Customer agrees to provide adequate trash disposal facilities.
- F. Customer agrees to pay any unpaid portion of all completed floor work if the contract is prematurely terminated.
- G. Customer agrees not to employ or seek to employ any contractor employee or franchisee assigned to service client facilities during term of this agreement and for a period of three months following termination of this agreement unless given written permission by contractor.
- H. Customer agrees that contractor is not responsible for cleaning any blood spills and that blood spills will be cleaned upon occurrence by client's staff.
- I. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location that meets all the requirements set forth in this contract.

III. INSURANCE COVERAGE

- A. Contractor agrees to keep in force during term of this agreement the following insurance coverage:
 - 1. Workers compensation (Policy limits per state statute).
 - 2. Comprehensive General Liability (\$1,000,000 per occurrence).
 - 3. \$10,000 Fidelity Bond for all employees.

JULY 7, 2021

IV. PERIOD OF AGREEMENT

- A. Service will commence the _____ day of _____, 2021 and continue month to month until canceled by thirty (30) days written notice by either party.

V. CHANGES IN SPECIFICATIONS OR FREQUENCIES

- A. Customer and contractor agree that specifications, frequencies or work assignments may be altered at any time by written notice. Contractor and customer will negotiate to determine cost of service changes.

VI. COST OF SERVICE

- A. Customer agrees to pay contractor the sum of **\$3,940.30** for service **Seven days per Week**, payable on the last day of the same month in which work is performed. Price does not include sales tax. Invoice will be sent to client on or by the 10th of same month. Customer agrees to pay a collection cost, of not less than 25% of customer's account balance, and reasonable attorney's fees, if customer's account is placed for collection with an outside collection firm, or an attorney, whether suit be brought or not. Customer agrees to pay contractor interest, including post judgment interest, at the highest rate allowable by law on all sums not timely paid and hereby submits to the jurisdiction of the courts within this State of Indiana, whose laws govern this Agreement.

Customer: **Town of Whitestown, Indiana**

Location: 6210 Veterans Drive Whitestown, Indiana 46075

By: _____

Title: _____ Date Signed: _____

Contractor: **CKM** Phone: 317-430-7530
Enterprises D.B.A
Office Pride

By: _____

Title: Sales Manager