

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 1st day of October, 2020 by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Jan-Pro of Ontario whose address is 3200 Inland Empire Blvd #250, Ontario, CA 91764 ("CONTRACTOR").

RECITALS

A. CONTRACTOR submitted a proposal ("Proposal") in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit "A"** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal. Contractor shall commence the Services on or before October 1, 2020 and shall complete the Services no later than December 31, 2020. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed twenty-three thousand, two hundred and fifty dollars (\$23,250.00).

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them.

Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 CONTRACTOR shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance.

5.01 CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as Exhibit "B" are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to

amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.02 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.03 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.04 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to

any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: 

Todd Parton, City Manager

Date: 9/24/2020

CONTRACTOR:

By: Kerri Poyle

Print Name: Kerri Poyle

Title: General Manager

Date: 9-17-20

EXHIBIT "A"

PROPOSAL
(insert behind this page)

JAN-PRO[®]

JAN-PRO OF ONTARIO



Measurable Cleaning. Guaranteed Results.[®]



Dear Doug,

On behalf of JAN-PRO it is our privilege to submit our formal cleaning proposal for your review today. In situations like this, every vendor wants to show their services in their best light and JAN-PRO is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make us a different type of cleaning partner to our portfolio of over 35,000 global clients every day. Whether you judge us by our reputation, our franchise owner commitment, our unique cleaning processes themselves or by our written service guarantee, we hope you will find JAN-PRO to be a worthy partner for your organization and look forward to addressing any additional questions you may have.

Sincerely,

Kerri Poyle
General Manager

ABOUT US

At
JAN-PRO,
it's not just
what we say –
it's what
we do.

Measurable Cleaning. Guaranteed Results.®

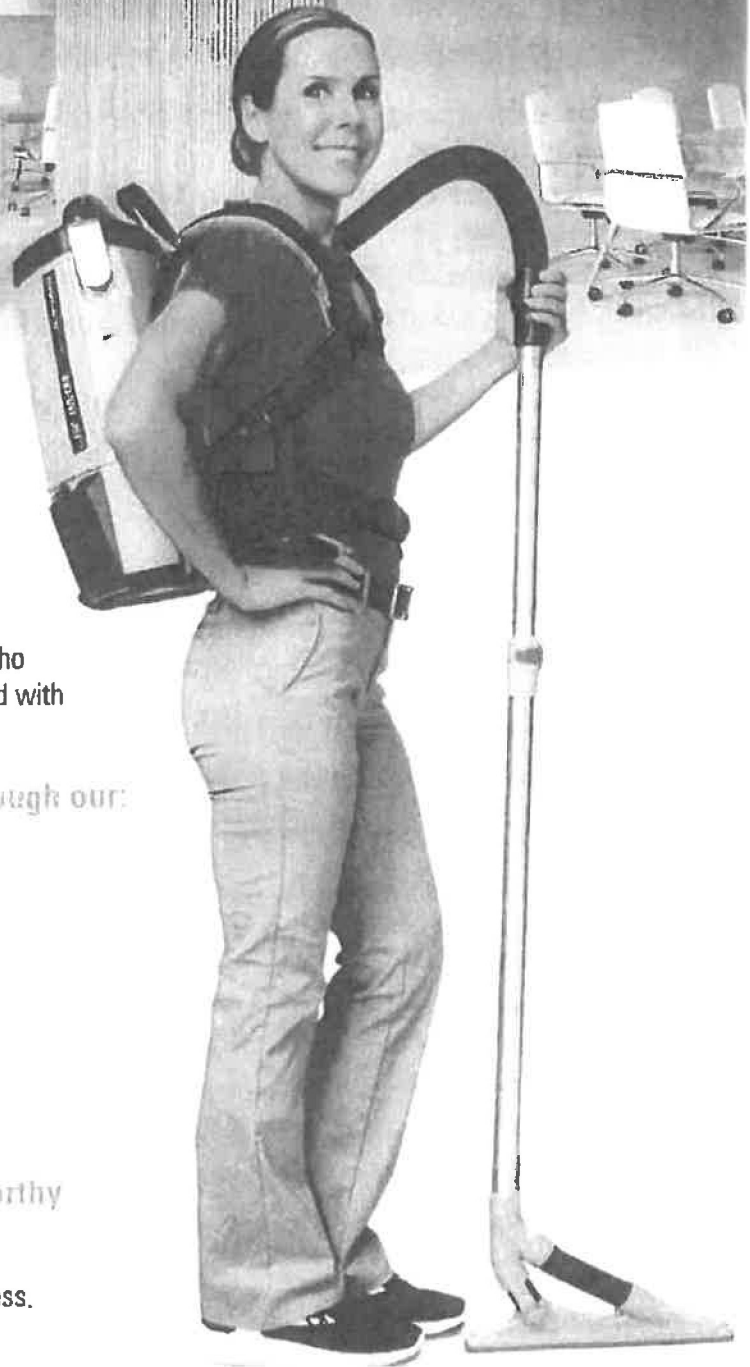
Since 1991, we've paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

We lead the commercial cleaning industry through our:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive training program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning.

So don't let the dirty work keep you from running your business. Trust JAN-PRO for a consistent clean from the same reliable owner-operators every time – guaranteed.



JAN-PRO AS A BRAND

At JAN-PRO, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2018 and for 10 years by *Entrepreneur* magazine
- #2 Top Low-Cost Franchise to Own Under \$50,000 in 2018 by *Entrepreneur* magazine
- #4 Top Fastest-Growing Franchise in 2018 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2018 and for 8 years by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Ranked as a Top 50 Franchise for Minorities for 7 years by *USA Today* newspaper
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2017 by *Entrepreneur* magazine

JAN-PRO was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$277,000 in scholarships to almost 200 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO candidates.



2018 Franchisee Satisfaction Awards
FranchiseBusinessREVIEW



OUR GUARANTEE



**We mean
clean.**

**Every cleaning company
promises great service --
But only JAN-PRO
guarantees it.**

The JAN-PRO Guarantee reflects our commitment to the best training, newest technology, most measurable results, and highest quality commercial cleaning service available.

We promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if we fail to meet either of these obligations

When it's all said and done, we tell you what we do. We do what we say. And you can trust that we mean it -- every time.

Trusted. Clean. Guaranteed.

JAN-PRO SIGNATURE CLEAN®

It's not
just what
we clean.
It's how we
clean it.

The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable owner-operators – every time.

STEP 1:

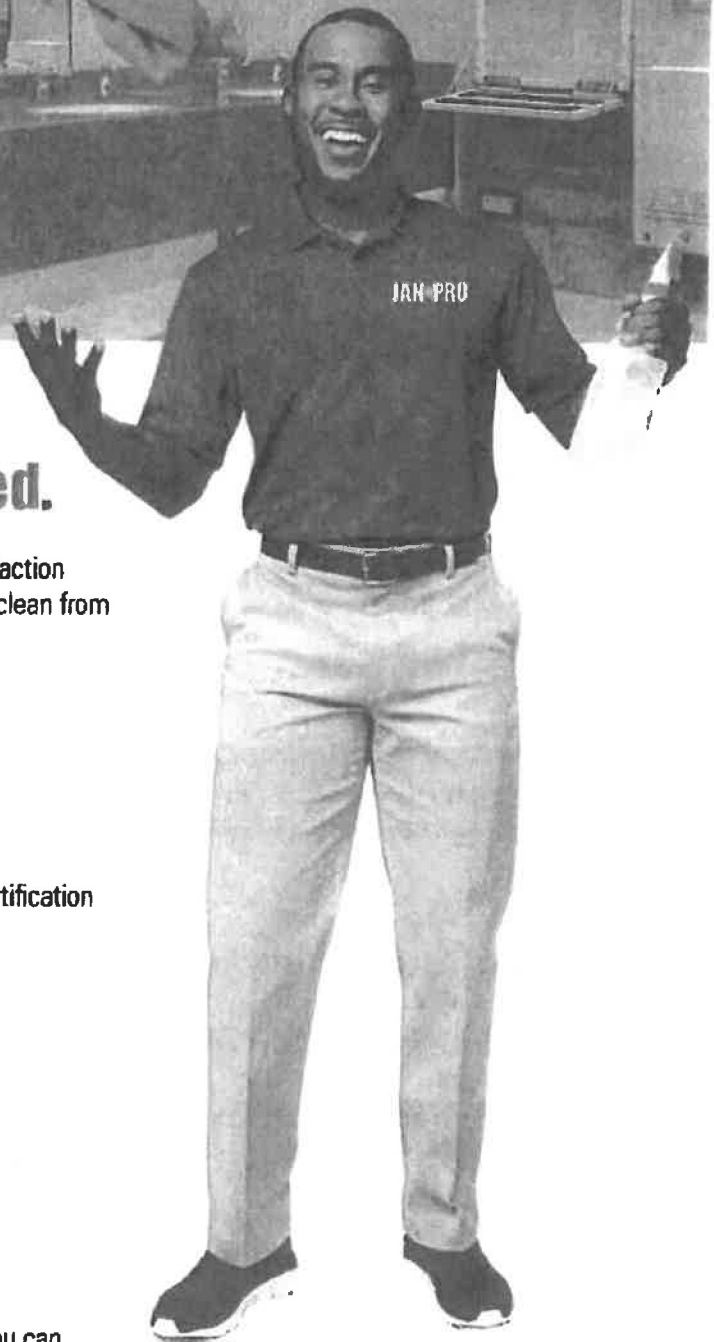
JAN-PRO Signature Clean® Services = Quality Commitment

Every JAN-PRO professional goes through the most in-depth certification in the industry, ours.

Our 5-week certification program includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Our owner-operators are uniformed, bonded, and insured – so you can trust us to get the job done safely and professionally.



JAN-PRO TECHNICS® & JAN-PRO TRACKER®

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. We deliver quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.9% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Inspections = Quality Measured

We mean clean – but it's only clean when we confirm it's clean. With our JAN-PRO Tracker® inspections, we routinely check our work and benchmark our results:

- First, we assess your cleaning needs and decide where to focus our expertise.
- After the initial period (usually 30 days), a JAN-PRO field service consultant inspects your property using our 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the inspections continue on a regular schedule.



SCOPE OF WORK

Daily

<p>Entrance/Lobbies/ Common Areas/Hallways</p>	<ul style="list-style-type: none"> • Vacuum and spot clean carpet in high traffic areas. • Wipe and polish all metal surfaces within hand reach. • Empty and clean trash receptacles. • Dust pictures and clean glass if necessary. • Vacuum or brush lobby furniture. • Clean entry glass doors. • Spot clean doors and walls. • Dust mop and damp mop all hard surface floors. • Damp mop tile using neutral cleaner only.
<p>Offices/ Conference Rooms</p>	<ul style="list-style-type: none"> • Vacuum all high-traffic areas. • Sweep or dust all exposed concrete, vinyl, asphalt, rubber and similar flooring. Pick up spillage as needed. • Damp mop and thoroughly clean vinyl flooring. • Dust all desks, if cleared. • Remove all gum and foreign matter in sight. • Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin. • Clean all furniture tops. • Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc. • Disinfect and wash clean all water fountains and water coolers in tenant areas.
<p>Kitchen/Break Areas</p>	<ul style="list-style-type: none"> • Wipe down all counter tops. • Disinfect and clean all water fountains and water coolers. • Wipe down all tables from food debris. • Wipe down outside surfaces of microwaves and refrigerators. • Empty all waste receptacles and replace liners. • Remove waste material to building trash bin. • Sweep and mop floors.
<p>Restrooms</p>	<ul style="list-style-type: none"> • Wash all floors with germicidal disinfectant and remove all spots and stains. • Wash and polish all mirrors and bright work. • Wash and wipe dry all plumbing fixtures. • Wash and disinfect all toilet seats, both sides. • Scour, wash and disinfect all basins and bowls. • Empty paper towel trash receptacles and dispose in building trash receptacle. Replaced trash liners. • Fill soap dispensers and paper towel dispensers. • Fill toilet tissue dispensers. • Clean and wash receptacles and dispensers.

- Remove fingerprints and spots from walls.
- Remove all unauthorized marks and writing from walls, etc.
- Prime all floor drains.
- Report all maintenance problems to building manager (dripping faucets, broken fixtures, etc.)

ADDITIONAL NOTES:

SCOPE OF WORK (cont.)

WEEKLY

**Entrance/Lobbies/
Common
Areas/Hallways**

- Dust and spot clean walls and baseboards.
- Clean door jambs.

**General Areas/
Conference Rooms**

- Disinfect and thoroughly clean all telephones.
- Wipe clean all bright work.
- Thoroughly vacuum and spot clean all carpeted areas wall to wall.
- Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.

Windows

- Clean Window sills.

Restrooms

- Pour water down floor drains

MONTHLY

**General Areas/
Conference
Rooms/Offices**

- Thoroughly hand dust and wipe clean all furniture, file cabinets, shelving fixtures, picture frames, and all other high or low dusting areas with a chemically treated cloth.
- Dust all baseboards with damp cloth.
- Vacuum or brush all upholstered furniture.
- High dust lighting and ventilating ducts.

Windows

- Clean windows and window coverings.

**Kitchen/Break
Rooms**

- Refrigerator Clean Out

Restrooms

- Dust and clean walls (washed tiled walls and partitions)
- High dust wall, light fixtures and ventilation grills. .

ADDITIONAL NOTES: Masking deodorants will not be used in lieu of disinfectants.

CARPET

- Spot removal
- Carpet cleaning

HARD SURFACE FLOORS

- Burnishing
- Top scrub and refinish (wax)
- Strip and wax
- Ceramic Tile Scrub

UPHOLSTERY AND WORKSTATIONS

- Vacuum partitions
- Spot removal
- Extraction cleaning

WINDOWS

- Inside and outside (ground floor only)

LIGHTING

- Cleaning lights and light fixtures
- Replacing bulbs

PROCUREMENT OF SUPPLIES

- Paper products
- Hand soap
- Trashcan liners
- Dispensers and containers
- Other consumable supplies

CLEANING AGREEMENT

This Agreement is made between New Venture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS Of Ontario ("JAN-PRO) and Beaumont Civic Center ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) Identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.
3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.
4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is \$15.00) is assessed on all delinquent accounts over 60 days.
5. This is a month to month agreement.
6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.
8. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO's** costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO** 's lost revenues for the remainder of the term.
10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. **JAN-PRO** and **JAN-PRO's** franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.
12. **JAN-PRO** and **JAN-PRO** franchisee will indemnify **CLIENT** from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, **CLIENT** and **JAN-PRO** agree to the terms of this Janitorial Services Agreement.

CLIENT**JAN-PRO**

BY:

BY: General Manager

NAME:

NAME: Kerri Poyle



DATE:

DATE: September 17, 2020

PRICING AGREEMENT

CLIENT: Beaumont Civic Center
CLEANING LOCATION: 550 East 6th Street, Beaumont, CA 92223
DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work
START DATE:

REGULAR SERVICE	PRICE PER MONTH*
During Business Hours	\$7,750.00
5x Weekly Civic Center	
3x Weekly Transit Building D	
3x Weekly Public Works Building B	
2x Weekly Water Treatment Plant	
2x Weekly Maintenance Yard	
2x Weekly Vehicle Maintenance Yard	
2x Weekly Animal Control Building G	

SPECIAL SERVICES	PRICE PER SERVICE*
Carpet Cleaning	0.30 Per sq.ft.
Special Service 1	--
Special Service 1	--
TOTAL SPECIAL SERVICES	--

TOTAL COMBINED SERVICES --

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT

JAN-PRO

SIGNATURE:

SIGNATURE: *Kerri Poyle* 

PRINT:

PRINT: Kerri Poyle . . .

DATE:

DATE: September 17, 2020

CLEANING AGREEMENT

This Agreement is made between New Venture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS Of Ontario ("JAN-PRO) and Beaumont Civic Center ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.
3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.
4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is \$15.00) is assessed on all delinquent accounts over 60 days.
5. This is a month to month agreement.
6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.
8. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO**'s costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO**'s lost revenues for the remainder of the term.
10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. **JAN-PRO** and **JAN-PRO**'s franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.
12. **JAN-PRO** and **JAN-PRO** franchisee will indemnify **CLIENT** from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT

JAN-PRO

BY:

BY: General Manager

NAME:

NAME: Kerri Poyle

DATE:

DATE: September 14, 2020

PRICING AGREEMENT

CLIENT: Beaumont Civic Center
CLEANING LOCATION: 550 East 6th Street, Beaumont, CA 92223
DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work
START DATE:

REGULAR SERVICE

PRICE PER MONTH*

During Business Hours

\$7,750.00

- 5x Weekly Civic Center
- 3x Weekly Transit Building D
- 3x Weekly Public Works Building B
- 2x Weekly Water Treatment Plant
- 2x Weekly Maintenance Yard
- 2x Weekly Vehicle Maintenance Yard
- 2x Weekly Animal Control Building G

SPECIAL SERVICES

PRICE PER SERVICE*

Carpet Cleaning

0.30 Per sq.ft.

Special Service 1

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Special Service 1

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TOTAL SPECIAL SERVICES

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TOTAL COMBINED SERVICES

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NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT

JAN-PRO

SIGNATURE:

SIGNATURE: *Kerri Poyle*



PRINT:

PRINT: Kerri Poyle

DATE:

DATE: September 14, 2020

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

NOTEPAD:HOLDER CODE **EVIDENC**
INSURED'S NAME **Commerical Cleaning Solutions Inc.****JANP-34**
OP ID: SK**PAGE 2**
Date 10/11/2019

Certificate holder is named as Additional Insured as respects to General Liability and Automobile Liability re: Jan-Pro billed contracts only. Participating franchisees are covered for General Liability, Workers Compensation and Bond. Insured's General Liability is primary and non-contributory to additional insured's insurance. Waiver of subrogation in favor of Additional Insured's where required by written contract. 30 day notice of cancellation applies the policy CBP9883868. Umbrella policy to follow form over the General Liability, Automobile Liability and Workers Compensation policies.