SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made this _____ day of February, 2021 by and between RBG JANITORIAL, LLC, P.O. Box 2741, Loves Park, IL 61132 ("Contractor") and the VILLAGE OF POPLAR GROVE, ILLINOIS, 200 N. Hill Street, Poplar Grove, IL 61065 ("Customer").

1. **PERFORMANCE OF SERVICES**
   - 1.1 Contractor shall perform the Cleaning Services described in Exhibit A, attached hereto and incorporated herein, at the Customer's Village Hall located at 200 N. Hill Street, Poplar Grove, IL. The Cleaning Services shall be performed once a week on Sundays. Cleaning Services shall commence under this Agreement on March 19, 2021.
   - 1.2 Contractor agrees to furnish all crews, equipment, tools, and chemical cleaning supplies necessary for the performance of its duties under this Agreement.
   - 1.3 Contractor shall perform all Cleaning Services required herein, diligently and in a good, professional and first-class manner, using good quality materials, equipment and workmanship and appropriately trained personnel (including supervisors when appropriate) in order to complete the Cleaning Services in an orderly and timely manner. The Customer reserves the right to inspect any and all work performed by Contractor to ensure that such work is performed in conformance to the terms of this Agreement and to the satisfaction of the Customer. Contractor shall obtain and maintain, at its own expense, at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Cleaning Services required herein.
   - 1.4 Contractor shall comply with all applicable Federal, State, County, and local laws, ordinances, rules and regulations. Lack of knowledge on the part of Contractor will in no way be cause for release of this obligation. If the Customer becomes aware of violation of any laws on the part of Contractor, Customer reserves the right to terminate this Agreement and pursue any other legal remedies deemed necessary.

2. **PAYMENT OF SERVICES**
   - 2.1 Customer shall pay to Contractor the monthly fee of $390.00 per month which amount shall be set forth in a monthly invoice sent from Contractor to Customer. Payment of the invoice shall be within 45 days of the invoice date. An additional 3% will be charged weekly for late payment.
   - 2.2 No charge will be allowed for taxes from the Customer as the Customer is a tax-exempt entity. The Customer is not liable for the payment of any Illinois Retailer's Occupation Tax, Service Occupation Tax or Service Use Tax. The Customer is exempt from Federal Excise and Transportation Tax.

3. **NON-SOLICIATION AGREEMENT**

3.1 Customer agrees to execute the Non-Solicitation Agreement attached hereto as Exhibit B and incorporated herein.

4. **TERM OF AGREEMENT; TERMINATION**

4.1 The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for additional one (1) year periods on each anniversary date on the same terms and conditions, unless either party shall give written notice by either personal delivery, overnight courier or certified mail return receipt requested as described herein, of intent not to renew at least 30 days prior to such anniversary date. If timely notice is given of intent not to renew, this Agreement shall expire at midnight on the anniversary date. Notwithstanding the foregoing, either party hereto may terminate this Agreement upon providing 60 days prior written notice of its intent to terminate this Agreement.

5. GENERAL PROVISIONS

5.1 Contractor shall not incur any liability for failure to provide services hereunder or prevented by Act of God, fire, strike, riot, war, or any other cause beyond Contractors' control. Contractor shall not be responsible for loss of Customer's property if placed in or on top of waste containers.

5.2 All notices under this Agreement will be considered as duly given if in writing and either hand delivered, sent by overnight courier or sent by certified mail, return receipt requested, to the other party at its address set forth herein or to such other address as may be designated by notice given as herein required. All notices shall be effective when placed in the United States Mail or courier, or upon receipt or refusal of delivery (if personally delivered).

5.3 This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Illinois. Any legal action with respect to this Agreement shall be brought in the State courts of Illinois and located in Winnebago County.

5.4 If Contractor fails to perform the cleaning services as required by this Agreement or otherwise defaults under this Contract, Customer may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Customer's invoice, reimburse Customer for the cost of curing Contractor's default and such direct or consequential damages. If either party hereto incurs any attorneys' fees or other expenses in collecting any payment of fees or seeking enforcement of this Agreement, non-prevailing party shall be

responsible for paying the prevailing party's reasonable costs and expenses (including, but not limited to attorneys' fees) thereby incurred. No right or remedy conferred upon either party hereto is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise.

5.5 This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal and personal representatives, estates, heirs, and voluntary and involuntary successors and permitted assigns. Each provision of this Agreement that would, by its nature and terms, survive any termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

5.6 The Agreement shall be deemed to be exclusive between Customer and Contractor. This Agreement shall not be assigned by Contractor without first obtaining permission in writing from the Customer. The Customer may refuse to accept any substitute contractor for any reason. Contractor shall obtain prior Customer approval of any subcontractors Contractor intends to utilize.

5.7 All time limits in this Agreement and any exhibits hereto are of the essence of this Agreement.

5.8 This Agreement, and Exhibits thereto, represents the entirety of the agreement between the parties hereto and supersedes any and all prior agreements, discussion and negotiations, either written or oral.

5.9 If any of the provisions of this Agreement are held to be invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provision shall be deemed null and void to the extent that they may conflict herewith, but the remainder of this instrument and any other application of such provision shall not be affected thereby.

5.10 The clause headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference. They do not purport to, and shall not be deemed to, defined, limit or extend the scope or intent of the clauses to which they pertain.

5.11 Except as otherwise provided for herein, this Agreement shall not be amended or modified, nor may any obligations hereunder be waived orally, and no such amendment, modification, or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all parties hereto.

5.12 This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

5.13 No failure of Customer or Contractor to enforce the terms of this Agreement shall constitute a waiver by Customer or Contractor of any contractual right under this Agreement.

5.14 Contractor represents that it has, before executing this Agreement, carefully examined the provisions of this Agreement, inspected in detail the site of the proposed cleaning services, investigated and become familiar with all the local conditions affecting the Agreement and is fully acquainted with the detailed requirements of the cleaning services. By executing this Agreement, Contractor conclusively assures and warrants to the Customer that it has made these examinations and that it understands all requirements for the performance of the cleaning services. Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Agreement and agrees that the Customer will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of Contractor to make these examinations.

5.15 Contractor acknowledges that during the course of its employment with the Customer, it may acquire or be exposed to information regarding the Customer, including, but not limited to, information regarding the Customer's employees, agents or officers, its business activities and operations, financial information, or other information of a confidential nature (hereinafter "Confidential Information"). Contractor, on behalf of itself and its, principals, owners, members, shareholders, employees and/or agents, agrees to hold such Confidential Information in strict confidence and shall not reveal the same. Contractor agrees that any breach or violation of this confidentiality provision would cause the Customer irreparable injury for which it would have no adequate remedy at law, and agrees that the Customer may be entitled to obtain immediate injunctive relief prohibiting such breach or violation, in addition to any other rights and remedies available to it.

6. INSURANCE.

Upon execution of this Agreement, and prior to Contractor commencing any work or services under this Agreement, Contractor shall obtain and maintain during the term of this Agreement, the below referenced liability insurance and Contractor shall provide the Customer with a Certificate of Insurance and Additional Insured Endorsement naming the Customer as additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the Customer. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the Customer. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the Customer for all liability concerns related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work

performed by, or on behalf of the Customer, in relation to this Agreement. The following minimum insurance requirements shall apply to Contractor for the duration of this Agreement unless explicitly waived by the Village President:

- Commercial General Liability. The coverage available to the Customer, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- Automobile Liability. The coverage available to the Customer, as Additional Insured, shall not be less than $250,000 bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 property damage (per accident).

- Workers Compensation. Contractor shall maintain during the life of this Agreement statutory workers' compensation and employer's liability insurance for all his employees engaged in work described herein.

- Insurance Certificates. Each Certificate of insurance shall provide that the insurer and must give the Customer at least sixty (60) days prior written notice of cancellation and termination of the Customer's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, Contractor shall supply the Customer with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Customer as set forth above.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall pay, indemnify, defend and hold harmless the Customer, its officers, representatives, elected and appointed officials, agents, and employees ("Indemnified Parties") from and against any and all claims, loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to, or death of any person, or on account of damage to property, including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the cleaning services required herein by Contractor, its agents, employees, subcontractors or anyone for whose acts Contractor may be liable with respect to the cleaning services contemplated herein. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited in any way by any limitations on

the amount or type of damages, compensation, or benefits payable by or for the vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 lll.2d 155, 585 N.E.2d 1023 (1991) in Illinois. Further, Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts. Under no circumstances shall Contractor be required to indemnify the Customer for Customer's negligence.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first written above.

THE VILLAGE OF POPLAR GROVE

By:_____

Its: Village President

DATED: _____

ATTEST:

_____
CITY CLERK

DATED:_____

RBG JANITORIAL, LLC

By:_____

Its:_____

DATED: _____

EXHIBIT A- Cleaning Services Scope of Work

EXHIBIT B- Non-Solicitation Agreement