

TERMS AND CONDITIONS
City Wide Maintenance Company, Inc.

This AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between City Wide Maintenance Company, Inc. ("City Wide") and _____, a sole proprietorship / partnership / limited partnership / limited liability company / corporation / not-for-profit corporation (circle one), organized under the laws of the State of Indiana ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

1. **Services and Products.** Services and products (if applicable) will be provided as set forth in a separate document ("Service Agreement") attached hereto. The date City Wide's services ("Services") are to commence shall be set forth in the attached Investment Recap, signed by representatives of both Parties. If no date is set forth in the Investment Recap, then Services will commence on a date mutually agreeable to the Parties.
2. **Performance.** Services shall be provided in a professional and workman-like manner in conformity with the Service Agreement. "City Wide Personnel" consists of City Wide employees, agents and/or independent contractors. City Wide shall retain full responsibility for the Services of any City Wide Personnel. If any individual assigned is unacceptable to the Customer, the Customer shall promptly notify City Wide management concerning the situation. If the Parties are unable to arrive at a solution that is acceptable to the Customer, the Customer may request that City Wide replace the individual. City Wide will either replace the individual within a reasonable time. City Wide agrees that it will provide a photograph and copy of a recent background check for all City Wide Personnel that will be on the Customer premises to perform any portion of the services. In the event City Wide elects to terminate agreement, it may do so upon sixty (60) days' notice to Customer so that there is sufficient time to locate another vendor.
3. **Invoices.** City Wide will invoice Customer on or about the first workday of each month in which Services and products are provided. Monthly fees for Services and Products may be prorated by City Wide when appropriate. Invoices are due within thirty (30) days from the date of invoicing. **WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE.** Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon completion of the additional services or delivery of the additional products, and payment will be due upon receipt of the invoice. Any dispute concerning an Invoice or Services shall be identified in writing within ten (15) days of the Invoice or the rendering of the Services, as the case may be. City Wide will charge the Customer a late charge of 1 1/2 % per month on all outstanding balances of more than 30 days from the invoice date. Customers shall also pay, where appropriate, all collection costs including reasonable attorneys' fees.
4. **Price Increases.** During the first year of the Agreement and so long as the scope of Services remains unchanged, prices shall be fixed as stated in the Investment Recap, which is attached to this agreement. For each year thereafter that this Agreement is renewed by the parties by written agreement, City Wide shall provide a fixed price that shall remain unchanged during this term. That investment Recap needs to be produced and attached to the proposed Agreement before it is signed by Customer. Thereafter, if City Wide intends to increase prices for any additional terms of the Agreement, it must give Customer notice of the proposed price increase not less than 90 days before the beginning of the next term. Customer shall notify City Wide not less than thirty (30) days before the beginning of the terms if it accepts the price increase or it may terminate the Agreement effective at the end of then-current term.
5. **Materials.** All cleaning materials and equipment necessary for Services will be furnished by City Wide, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option, City Wide may provide these products for an additional cost.
6. **Indemnification.** Customer and City Wide shall fully indemnify, defend and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.
7. **Conflicts.** If terms or provisions herein conflict with the terms or conditions set forth in another agreement between the parties, the terms hereof shall prevail even if the other agreement is entered into prior to this Agreement. City Wide's maximum legal liability and exposure, with respect to conflicts, to Customer hereunder shall not exceed the charges paid by Customer for one month's Services. No oral representations or promises have been made to the Customer. Except in the event of damages caused solely as a result of a contractual conflict, this paragraph is not intended to and shall not operate to limit the liability of City Wide with regard to the performance of the services.
8. **Non-Solicitation.** While Services are being provided hereunder, including any extension or renewal of the Services, and for a period of 180 days following the termination of City Wide's Services, Customer shall not employ, contract with nor have any business dealings whatsoever with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or an employee or agent of a City Wide independent contractor, while Services were being provided hereunder. As used in this section of this Agreement, the term "Customer" shall mean the undersigned Customer, together with all employees, agent's partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section of this Agreement, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to: (a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) immediate payment by Customer of liquidated damages in the amount of one thousand dollars per week for each violation, the Customer acknowledging that actual damages would be difficult or impossible to calculate; and (c) immediate payment by Customer of all costs and expenses incurred by City Wide in connection with the enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer violates the provisions of this paragraph shall be added to the 180 day duration of the restriction.

9. Relationship of Parties. Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent. Each Party shall remain responsible for the withholding and payment of all federal, state, and local personal income, wage, earnings, occupations, social security, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective personnel.

10. Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

11. Security. Customer shall undertake reasonable efforts to ensure that cash and personal items are maintained in a secured area.

12. Keys. Customer shall provide a reasonable number of keys to City Wide as necessary to allow City Wide to perform the services, up to a maximum of four (4) keys. In no event shall City Wide or City Wide personnel obtain or attempt to obtain a duplicate key and all keys provided shall be returned to Customer within ten (10) days from the last effective date of the agreement.

13. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during the term of the Services rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. Insurance certificates will be furnished upon request. In addition, City Wide shall maintain worker's compensation insurance as required by applicable law.

14. Term. The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect for one (1) year unless terminated as set forth herein in writing by agreement of the parties. Either party may terminate the Services upon (30) days' written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. However, in the event of any breach by City Wide which threatens the health or safety of the Customer's students or staff, Customer may immediately terminate this agreement. Notwithstanding the foregoing, it is understood that the Services to be provided hereunder may not be terminated by Customer except for the cause until after the Services have been provided for an initial ninety (90) day period.

15. Force Majeure. City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by a force majeure occurrence.

16. Assignments. City Wide may assign this agreement and its obligations hereunder upon receipt of written approval by Customer.

17. Governing Law. This Agreement shall be governed by the laws of Indiana. The Customer consents to the jurisdiction and venue in Johnson County, Indiana.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above

Print Customer's Legal Name Here

City Wide Maintenance Company, Inc.

By _____

By _____

Print _____

Print _____

Title _____

Title _____

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.