

CUSTODIAL SERVICES AGREEMENT

THIS CUSTODIAL SERVICES AGREEMENT ("Agreement") dated this 6th day of March, 2017, by and between **Zoë Cleaning Services, Incorporated d/b/a Zoë Facility Services** ("Contractor"), and **Central Nine Career Center** ("Client").

RECITALS:

WHEREAS, Client wishes to retain Contractor to provide certain custodial and related services attached here to as Schedule I (collectively, the "Services") at Client's premises located at all of the campuses within the jurisdiction of Client attached hereto as Schedule II (collectively, the "Facilities");

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, Contractor and Client agree as follows:

Section I. Purpose of the Contract

I.01. Appointment of Contractor. Client hereby retains Contractor and grants to Contractor, subject to the terms, conditions and limitations set forth herein, the exclusive right to provide the Services at the Facilities for the term set forth in this Agreement.

I.02. General Purpose. Contractor will be responsible for all of the Services, as more particularly described herein.

I.03. Independent Contractor. Contractor will act as an independent contractor in the performance of its duties under this Agreement and shall retain control over its employees and agents. Under no circumstances shall any of the employees of any party be deemed the employees of the other for any purpose. Contractor shall be free to perform services for any other school corporation, company, or organization during the term of this Agreement.

Contractor shall be wholly responsible for paying all taxes related to its employees, including, but not limited to, federal and state income taxes, FICA, FUTA, and unemployment taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify, and hold harmless Client from and against any damages or assessments, including reasonable attorney fees and costs of defense by any taxing authority, for any taxes, fines, interest or penalties relating to Contractor or its employees or agents, if any.

Contractor shall acquire worker's compensation insurance for itself, its employees or agents, and shall defend, indemnify and hold harmless Client from and against any claim, actions, damages, or lawsuits, including reasonable attorney fees and legal expenses, for worker's compensation brought by or on account of Contractor or by any of its employees or agents. Contractor or any of its employees or agents shall not be entitled to participate in any of Client's retirement programs or fringe benefits and, unless otherwise agreed to in writing by Client.

Contractor shall control the manner in which the Services are performed, while Client shall specify the nature of the Services and the results to be achieved. Contractor is not to be deemed an employee or an agent of Client, and has no authority to make any binding commitments or obligations on behalf of Client except as expressly provided herein.

Section 2. Commencement & Termination

2.01. Commencement and Term. The term of this Agreement shall be for three (3) years, two (2) months, and twenty-one (21) days beginning on April 10, 2017, and continuing until June 30, 2020 (the "Initial Term"), unless terminated by either party for cause as hereinafter provided. The term of this Agreement shall automatically renew and continue for consecutive terms of three (3) years at an increase of 3% (each a "Renewal Term") unless, no later than sixty (60) days prior to the end of a term or a Renewal Term, written notice of non-renewal is mailed by the party intending not to renew to the other party.

2.02. Breach. If either party acts or fails to act in a manner which results in a Material Breach of any provision of this Agreement ("Cause"), the non-breaching party may give the other party notice of the occurrence of such Material Breach and the creation of such Cause in writing in the manner and at the address or addresses set forth in Section 9.7 of this Agreement (each, a "Notice of Cause"). If the Cause is remedied within thirty (30) days of receipt of such Notice of Cause, such Notice of Cause shall be void. If such Cause is not remedied within thirty (30) days of receipt of such Notice of Cause, the party giving such Notice of Cause shall have the right to terminate this Agreement upon expiration of such remedy period. For purposes of this Agreement, the term "Material Breach" shall mean any breach of any provision of this Agreement that significantly impacts the rights or benefits granted to the non-breaching party under this Agreement, as reasonably determined by the non-breaching party. In addition, and notwithstanding the foregoing, if the non-breaching party reasonably believes a similar or identical Material Breach and Cause is created by the other party more than two times within a six (6) month period during the Term, the non-breaching party shall have the right to terminate this Agreement even if the breaching party remedies such Cause within the time period set forth in this Section 2.2 as long as

the non-breaching party (a) notifies the other party in writing at least thirty (30) days prior to the termination of this Agreement that the non-breaching party reasonably believes three or more similar or identical Material Breaches and Causes have been created by the breaching party's actions or failure to act within a six (6) month period of time and provides in such notice a brief description of each of the similar or identical Material Breaches which includes, but is not limited to, the date the breaching party was notified in writing of each such Material Breach (the "Notice of Termination"), and (b) sends such Notice of Termination to the breaching party no later than sixty (60) days after the issuance by the non-breaching party of the Notice of Cause for the most recent similar or identical Material Breach and Cause. In all cases under this Section 2.2, neither party shall be responsible to the other for any losses or failure to perform its respective obligations under this Agreement when such failure is caused by conditions beyond the party's control such as fire, explosion, water, act of God, civil disorder or disturbances, vandalism, war, riot, sabotage, weather, and energy-related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property.

2.03. Limitation on Liability. Contractor shall not be liable, nor shall any payment described in Section 6 of this Agreement be subject to reduction, for any failure in the performance of its obligations hereunder; or for any injury to person or damage to property resulting from factors or conditions over which Contractor has no control. Contractor shall notify Client as soon as reasonably possible of any occurrence, condition, or other thing, which prevents Contractor from performing its duties and obligations under this Agreement, and to the extent such occurrence, condition or other thing is under the control of the School Corporation, such occurrence, condition or other thing shall be remedied by the School Corporation. In addition, the School Corporation's obligation to pay the invoices of Contractor in a timely manner is of the essence of this Agreement. In the event the School Corporation fails to timely pay the invoices, Contractor may, at its absolute discretion, cease providing the Services.

Section 3. Employees

3.01. Personnel Obligations. Contractor shall be responsible for its employees on its payroll, including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, health insurance, layoffs, disciplinary action and termination and shall comply with all applicable laws and regulations related thereto. Contractor shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and workers' compensation costs and charges.

3.02. Contract Supervisor. Contractor shall designate a person who will serve as Client's primary contact and primary supervisor for Contractor's employees (the "Contract Supervisor").

3.03. Equal Opportunity Employer. Client and Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations.

Contractor shall remain an Equal Opportunity Employer and shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination in Employment Act and such other federal, state or local statutes, ordinances or executive orders as may, by the provisions of such federal, state or local statutes, ordinances or executive orders otherwise apply to, and be enforceable against, Contractor.

3.04. Compliance With Law and Regulations. Contractor agrees that it shall comply with all applicable law and regulations.

3.05. Hours. Contractor shall provide a sufficient number of personnel for a sufficient number of hours of work necessary to fulfill all of Contractor's obligations under this Agreement subject to the terms and conditions set forth in this Agreement.

3.06. Training. Contractor will establish and conduct management and staff training programs that will ensure staff development, proper supervision, and consistent quality control in janitorial operations. Specific topics shall include proper use of equipment, cleaning procedures, OSHA training, proper lifting techniques, use of chemicals, and other training required to fulfill the contractual duties.

3.07. Background Checks. All employees, who will be, or anticipated to be, providing any of the Services at any of the Facilities, shall undergo a criminal history/background check that meets the requirement of Indiana law for school employees, set forth in Indiana Code Title 20, Article 26, Chapter 5, Section 10, or such successor provision, at the expense of Contractor. Such checks shall include, but are not limited to, local, state and national criminal background checks, as such term is defined in Indiana Code Title 10, Article 13, Chapter 3, Section 12, or such successor provision, and Indiana Sex Offender Registry checks. Copies of such criminal history/background checks for each employee, who will be, or anticipated to be, providing any of the Services at any of the Facilities, shall be provided prior to the start of the employee's work at a building of Client, if required. As a matter of strict adherence and agreement between the parties, no person may be employed by Contractor and provide any of the Services at any of the Facilities whose criminal history/

background checks yield information pertaining to verbal/mental, physical, or sexual abuse of any kind, or dealing in a controlled substance at any time in any jurisdiction, local or otherwise.

3.08. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (the “Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

3.09. Employee Expectations. All employees are to present themselves in an appropriate manner and attire consistent with Client’s policies and administrative guidelines. All of Contractor’s employees assigned to the Facilities must meet the following requirements:

- At least 18 years of age.
- No cell phone use during work hours except in connection with the performance of the employees’ job.
- Fraternization with students, including but not limited to, students who are children of the employees, are prohibited while the employee is on duty; in addition, fraternization with students, who are not the employee’s children are prohibited at all times.
- Firearms and knives on school property are prohibited.
- U.S. citizen or authorized to work in the U.S.
- Able to use courteous language.
- Able to inspect, see, and report maintenance needs to the building principal or his/her designee.
- Able to interact positively and appropriately with students, Client employees, and the public.
- Able to productively work with minimal supervision.
- Competent and well trained in the area of work assigned.
- Alcohol and drug free when arriving for and while on duty. Contractor’s employees are prohibited from the manufacturing of, being in possession of, using, distributing, or dispensing of any controlled substance, including alcohol, while on school grounds.

- Shall not use tobacco in any form when entering upon, being at, or leaving from any of the Facilities.
- Wear such clothing, apron, or other apparel as may fulfill the requirements of Section 3.13 of this Agreement and the policies adopted by Contractor.
- Able to work at the Facilities without creating any disruption to the normal operations there and without creating disharmony among the Client's employees.

3.10. Cooperation with Client. Contractor's employees shall work at the Facilities cooperatively with Client's employees without disrupting the normal operations of Client's employees, students, or other third parties.

3.11. Attendance Logs. Contractor shall maintain attendance records which indicate when its employees "log in" at the beginning of their shift and "log out" at the end of their shift each day at a designated location. This requirement is to enable the Client's staff to determine which of Contractor's staff is in each building. Client reserves the right to request in writing access to attendance logs of those employees of Contractor who are assigned by Contractor to provide the Services at any of the Facilities.

3.12. Substitutes. Contractor is responsible for scheduling and providing substitute employees in the event the assigned employee is unable to perform his/her duties for any reason. Substitutes are required to comply with the expectations set forth in Section 3.9.

3.13. Uniforms. All Contractor's employees shall be required to wear a uniform shirt or vest with Contractor's name on it along with his/her picture ID badge. Long pants and proper footwear shall be worn when performing work within the buildings.

3.14. Visitors. No visitors, spouses or children of Contractor's employees will be allowed at the work site during working hours unless they are bona fide employees of Contractor or they receive prior approval from Client. Notwithstanding the foregoing, visitors, spouses and children of Contractor's employees will be allowed at the work site during regular school hours or after regular school hours in order to attend school at the Facilities, to attend any parent/teacher conference or meeting with administrators regarding the performance or actions of a child or children of Contractor's employee, to attend any program offered or sponsored by Client at the Facilities or to retrieve the child or children of Contractor's employees from the Facilities for any reason.

3.15. Regulations. Contractor shall instruct its employees to abide by the published policies, rules, and regulations with respect to its use of Client's premises as established by Client from time to time and which are furnished in writing to Contractor.

3.16. Removal of Employee. Client may provide Contractor with written notice that it requires the removal of an employee of Contractor if such employee conducts himself/herself in a manner which the Client reasonably believes is detrimental to the physical, mental or moral well-being of students, employees, or other persons lawfully on the property operated by Client to fulfill the educational mission of the Client; provided, however, any such removal must not be in violation of any applicable federal, state or local law, ordinance or regulation. In the event of the removal of any such employee, Client shall immediately notify Contractor of such person's name and the reasons for such person's removal, and Contractor shall within a reasonable time after receipt of such notice restructure its staff in a manner that will not result in a disruption in service.

3.17. Emergency Devices. All Contractor's employees assigned to each building shall be instructed on the use of all emergency switches, fire, and safety devices in his/her assigned location.

Section 4. Custodial Services

4.01. Specific Tasks. Contractor will be responsible for providing Client with the Services described on Schedule I attached hereto.

4.02. Inspection. Contractor is responsible for quality assurance inspections of all areas of responsibility, and to provide documentation of the inspections to the Client on a monthly basis. If it is observed or reported by a person employed by Client that one or more of the Services have not been performed adequately, Contractor will be notified of the condition and location of the condition giving rise to the report, the occurrence will be documented, and Client reserves the right to invoke its rights under Section 2.2 of this Agreement, which include, but are not limited to, termination of this Agreement as set forth in Section 2.2 of this Agreement. In addition to the foregoing, commencing in the first month of the initial term, through and including the third month of the initial term, the Client and Contractor will conduct joint inspections of the Facilities, which shall be conducted twice each month on the dates and at the times mutually acceptable to Contractor and Client, and shall be conducted by the Contract Supervisor and a person designated by Client (each, a "Joint Facility Inspection"). In addition, during one of the two Joint Facility Inspections conducted each month at each Facility, Contractor's local Director shall attend the Joint Facility Inspection of each Facility and shall meet within two (2) days after each such Joint Facility Inspection with Client and the Facilities Director of Client to review the most recent Joint

Facility Inspection and discuss Client's overall evaluation of the performance of Contractor. Following the third month, these Joint Facility Inspections will cease; provided, however, that Client may reinstate the requirement of Contractor to perform Joint Facility Inspections for any period of time determined to be desirable by Client if Client notifies Contractor in writing that it is reinstating the requirement for the Joint Facility Inspections due to the fact that Client believes it in its sole discretion that Contractor's overall performance of the Services is not adequate.

4.03. Storage. Client shall provide Contractor with safe and secure storage spaces in each building in which Contractor shall store all of Contractor's equipment and supplies used at Client's buildings. Storage spaces provided within the buildings for cleaning equipment and supplies will be kept clean and organized at all times by Contractor and its employees. Doors to these areas must be kept closed and locked by Contractor's employees when students are present in the building.

4.04. Calendar. Except during the Summer Schedule period described in Section 4.5 of this Agreement, Services will normally take place during the General Cleaning Schedule set forth on Schedule I except for scheduled non-emergency closing days; subject to the monthly schedule. The schedule for the Facilities will be provided to Contractor no later than the first school day of each month.

4.05. Summer Schedule. Once Client is in summer recess, Contractor and Client shall mutually agree in writing upon any changes to the staffing patterns.

4.06. School Cancellations. Contractor shall provide the Services even on days when the full school day is cancelled unless Client notifies Contractor via phone, in person and/or by electronic mail that certain of the Services are not needed on such day or days or if a snow emergency is in effect during all or any portion of such day.

4.07. Building Use After School Hours. If groups and organizations use Client's buildings after normal school hours, Contractor will coordinate with Client to ensure that Contractor is not jeopardizing building security and handle any Services that may be required as a result of use of such facilities by such groups or organizations. Client will be responsible for renting out the facilities and processing payments for use.

Section 5. Equipment & Supplies

5.01. Safety and Training on Equipment. It will be Contractor's responsibility to ensure that its employees use the equipment, tools, and supplies in a safe and orderly manner and in

accordance with the manufacturer's instructions and guidelines and within all local, state, and federal regulations. In addition, it will be Contractor's responsibility to have a person on each shift at each of the Facilities, who has sufficient knowledge to safely operate all equipment located at such facility. In addition, Contractor shall pay Client for the costs of repairing any and all damage to the Facilities caused by Contractor or its employees.

5.02. Tools, Cleaning Supplies, and Consumable Products. Contractor shall furnish and maintain all necessary, routine cleaning equipment and cleaning supplies, including, but not limited to, cleaning chemicals, soaps, waxes, carpet extractors, vacuums, maid carts, mop buckets, wringers, mops and brooms. Contractor shall not have access to, or use, any equipment that is not owned or rented by Contractor. Client shall furnish all consumable products, including, but not limited to, toilet tissue, paper towels, trash liners and hand soap, for Contractor to install and replace in dispensers and trash cans as directed by Client.

Section 6. Payment, Records & Audits, and Other Consideration

6.01. Payment. For the Services, Client shall pay Contractor \$12,277.52 for each month during the Term, for a total of \$147,330.24 per year. Notwithstanding the foregoing, with respect to the time period of the Initial Term commencing on April 10, 2017, through and including June 30, 2017 (the "Stub Period"), Client shall pay Contractor \$6,503.01 for the month of April 2017 and \$9,429.58 each for the months of May and June 2017.

6.02. Invoices. Contractor shall invoice Client monthly. All invoices that are submitted by Contractor to Client no later than the last business day of a month, shall be paid by Client no later than thirty (30) days thereafter. Notwithstanding the foregoing, Contractor shall invoice Client for the start of services provided during the Stub Period immediately and Client shall pay the first invoice on or before April 10, 2017.

6.03. Invoice Statement. All invoices submitted by Contractor shall represent Services to be rendered for the ensuing month.

6.04. Detailed Description. All invoices submitted by Contractor must include a detailed description of the Services being submitted for payment and anticipated to be provided during the ensuing month. The Stub Period shall not include any Project Work (window cleaning, tile and grout restorer, carpet cleaning, nor extensive VCT work) and the restrooms will be cared for during the Day Porter route.

Section 7. Insurance & Indemnity

7.01. To the extent permitted by law, and in addition to anything else set forth in this Agreement, each party shall indemnify, defend, and hold harmless the other from any and all losses, claims or expenses, of whatever kind, including reasonable attorney fees and legal expenses, arising out of, or resulting from the performance, or failure to perform, of each party of the provisions contained herein or caused or contributed to by the other party, without fault of the party seeking indemnity. By way of explanation and not by way of limitation such losses may include bodily injuries, death, sickness, property damage or other injury which arises out of the performance of the provisions of this Agreement. Notwithstanding the foregoing, neither Contractor nor Client shall be required to indemnify the other for any claim brought by its own employee against the other party except as set forth in Section 1.03.

7.02. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date 30 days subsequent to the date which such event was or should have been discovered or 90 days subsequent to the effective termination date of this Agreement and (b) shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

7.03. Insurance. Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in the State of Indiana, such insurance as will protect Contractor from claims arising out of or resulting from Contractor's operations under this Agreement, and for which Contractor may be legally liable, whether such operation be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. If requested by Client, Contractor shall provide Client with Certificates of Insurance prior to the commencement of this Agreement, within fifteen (15) days after January 1 of each year of the term of this Agreement and within thirty (30) days after Contractor changes its insurance provider. Contractor shall include Client as an additional insured on a primary and non-contributory basis in its General Liability policy and provide at least 30 days' notice to Client in the event of policy cancellation.

7.04. Types and Amounts Of Insurance Coverage. Contractor shall secure and maintain the various insurance policies which, at a minimum, meet the requirements set forth in Schedule III. Coverage shall be maintained without interruption during the term of this Agreement.

Section 8. Energy Conservation

8.01. Every effort shall be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use shall have lights on, and, except to the extent necessary to perform its duties under this Agreement, exterior doors and windows shall remain closed whenever the heating or cooling systems are operating. Notwithstanding the foregoing, Contractor's failure to strictly adhere to the terms and condition of this Section 8.1. shall not be a Cause as defined under Section 2.2 of this Agreement.

Section 9. General Terms & Conditions

9.01. Governing Law. This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the state of Indiana.

9.02. Entire Agreement. This Agreement, inclusive of the Schedules attached to, or incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the Services and supersedes all prior or contemporaneous negotiations, discussions or understandings. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement.

9.03. Severability. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

9.04. Captions. All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

9.05. Construction and Effect. No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with any of the terms of this contract. Waiver by either party of any particular default shall not affect or impair either

party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms.

9.06. Transfer and Assignment. Contractor may not transfer or assign, including, but not limited to, subcontracting, this Agreement or any part thereof without the consent of Client. Notwithstanding the foregoing, Contractor may assign this Agreement to an affiliated company or wholly owned subsidiary with prior notice and without being released from any of its responsibilities hereunder.

9.07. Notices. Except as provided in Section 4.6 of this Agreement and as set forth below, if any notice or other correspondence is required to be delivered under this Agreement, it shall be given in writing, and shall be delivered personally, by overnight delivery service, or by United States mail, postage prepaid, certified mail, return receipt requested, in which event it shall be deemed given upon receipt, to the parties at the following addresses (or to such other address as a party may designate by notice):

To Client: Central Nine Career Center
 ATTN: Nicole Otte
 1999 US 31 South
 Greenwood, IN 46143
 e-mail: notte@central9.k12.in.us

To Contractor: Zoë Facility Services
 ATTN: Director of Business Development
 1001 Commerce Parkway South Drive Suite F
 Greenwood, IN 46143
 e-mail: jgraf@beyond-clean.com

Notwithstanding the foregoing, the parties may convey to one another via electronic mail such day-to-day communications and correspondence not specifically described in this Agreement as the parties deem appropriate and/or expedient. If electronic mail messages are sent by Client to Contractor, such communications shall be sent to: jreus@beyond-clean.com. If electronic mail messages are sent by Contractor to Client, such communications shall be sent to: jshowalter@central9.k12.in.us.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the respective dates written below.

Central Nine Career Center

Zoë Cleaning Services, Inc. d/b/a

Zoë Facility Services

By: _____

Nicole Otte

By: _____

Jason Graf

Title: Director

Title: Director of Business Development

Date: _____

Date: _____

SCHEDULE I

Central Nine Career Center

1999 US 31 South
Greenwood, IN 46143

Job Specifications

Entrances

Task Description	Service Frequency	Service Occasions Per Year
Vacuum walk-off mats	5 times per week	260
Spot clean all walls, light switches, and doors	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Clean both sides of door glass and wipe frames	5 times per week	260
Spot clean entrance glass	5 times per week	260
Remove cobwebs	5 times per week	260
Clean and polish thresholds	Monthly	12
Detail dust - high and low areas	Monthly	12

Hallways/Common Areas

Task Description	Service Frequency	Service Occasions Per Year
Spot clean all walls, light switches, and doors	5 times per week	260
Spot vacuum all carpet/walk-off mats	5 times per week	260
Maintain dust-free horizontal surfaces within normal reach	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Auto scrub terrazzo floors	5 times per week	260
Detail vacuum all carpet/walk-off mats	Monthly	12
Clean and polish thresholds	Monthly	12
Detail dust - high and low areas	Monthly	12
Vacuum/dust/damp wipe upholstery	Quarterly	4

Office Areas

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Spot vacuum all carpet	5 times per week	260
Maintain dust-free horizontal surfaces within normal reach	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Spot clean all walls, light switches, and doors	1 time per week	52
Detail dust - high and low areas	Monthly	12
Detail vacuum all carpet	Monthly	12
Vacuum/dust/damp wipe upholstery	Quarterly	4

Class Rooms/Training Rooms

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Spot clean all walls, light switches, and doors	5 times per week	260
Spot vacuum all carpet	5 times per week	260
Maintain dust-free horizontal surfaces within normal reach	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Maintain a clean and mark-free whiteboard and marker tray with cleaner	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Detail dust - high and low areas	Monthly	12
Detail vacuum all carpet	Monthly	12
Vacuum/dust/damp wipe upholstery	Quarterly	4

Conference Rooms/Break Rooms/Cafeteria

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Spot clean all walls, light switches, and doors	5 times per week	260
Spot vacuum all carpet	5 times per week	260
Arrange furniture	5 times per week	260
Clean tables, counters, sinks and exteriors of microwaves, refrigerators, and cabinets	5 times per week	260
Clean exterior of vending machines	5 times per week	260
Maintain dust-free horizontal surfaces within normal reach	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Clean interior of microwaves	1 time per week	52
Detail vacuum all carpet	Monthly	12
Clean interior of refrigerators	Monthly	12
Clean and sanitize telephones	Monthly	12
Detail dust - high and low areas	Monthly	12
Vacuum/dust/damp wipe upholstery	Quarterly	4

Locker Rooms

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Spot clean all walls, light switches, and doors	5 times per week	260
Damp wipe and disinfect all benches	5 times per week	260
Maintain dust-free horizontal surfaces within normal reach	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Damp wipe and disinfect fronts and tops of lockers	1 time per week	52
Detail dust - high and low areas	Monthly	12

Fitness Room

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Spot clean all walls, light switches, and doors	5 times per week	260
Damp wipe all mirrors	5 times per week	260
Maintain dust-free horizontal surfaces within normal reach	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Dust/damp wipe and disinfect all fitness equipment	5 times per week	260
Detail dust - high and low areas	Monthly	12

Restrooms

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Empty and remove trash, replace liner if needed	5 times per week	260
Refill supply dispensers	5 times per week	260
Clean and disinfect restroom fixtures, mirrors, counters, partitions, walls, and chrome	5 times per week	260
Remove cobwebs	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260

Training Bays

<u>Task Description</u>	<u>Service Frequency</u>	<u>Service Occasions Per Year</u>
Clean and polish drinking fountains	5 times per week	260
Clean trough sinks and backsplash wall	5 times per week	260
Restock dispensers	5 times per week	260
Empty and remove trash, replace liner if needed	5 times per week	260
Maintain all entryways to cleaning standard	5 times per week	260
Maintain soil-free and debris-free hard surface floors	5 times per week	260
Auto scrub hard surface floors	Annually	1

Other Building Requirements

Task Description	Service Frequency	Service Occasions Per Year
Six-hour Day Porter Services (8:00a - 2:30p)	5 times per week	260
Window cleaning (interior/exterior) - recommended 2 times per year	2 times per year	2
Tile and grout restorer - recommended 2 times per year	2 times per year	2
Carpet cleaning - recommended 1 time per year	Annually	1
VCT strip and wax - recommended 1 time per year	Annually	1
VCT scrub and recoat - recommended 1 time per year	Annually	1
Any other requested work outside of Job Specifications (construction clean, event maintenance, changes in schedule without notice, etc.)	\$35.00 per man-hour	
Spot clean carpets	5 times per week	260
Clean and polish drinking fountains and sinks	5 times per week	260
Spot clean glass	5 times per week	260
Gather supplies and equipment for shift	5 times per week	260
Site supervision	5 times per week	260
Monitor and maintain appropriate inventory of consumables (hand towels, toilet tissue, trash can liners, etc.)	5 times per week	260
Maintain grounds - the outside grounds of all entrances (up to 12' from every exterior door including interior patios) shall be policed daily. All exterior trash cans shall be emptied and new liners installed.	5 times per week	260
Clean and arrange service closets	5 times per week	260
Turn off lights - per instructions	5 times per week	260
Shut and lock doors, set alarm - per instructions	5 times per week	260
Detail clean all facilities including training bays - clean light fixtures (up to 12')	Annually	1
Resolve any sanitary issues immediately	As Needed	
Assist with set-up needs of meeting rooms, special events, and displays (interior/exterior)	As Needed	

SCHEDULE II

FACILITIES

Central Nine Career Center
(A, B, C, D, E, F, CERT)

1999 US 31 South

Greenwood, IN 46143

SCHEDULE III

INSURANCE REQUIREMENTS

During the term of the Agreement, Contractor shall procure and maintain insurance coverage as outlined in this Schedule III. If requested, an acceptable Certificate of Insurance shall be provided to Client evidencing the types of coverages and minimum limits as set forth in this Schedule III, prior to the commencement of the term of the Agreement, within fifteen days after the beginning of each year of the term of the Agreement and within thirty days after Contractor changes its insurance provider.

CERTIFICATE HOLDER:

Central Nine Career Center

The commercial general liability policy must be endorsed to provide Client as an additional insured on a primary and non-contributory basis.

Type of Insurance Coverages Required:

Minimum Coverage Requirements:

General Liability/Occurrence Form

Commercial General Liability	General Aggregate	\$2,000,000
Premises and Operations	Occurrence	\$1,000,000
Products and Completed Operations	Aggregate	\$1,000,000
Personal and Advertising Injury	Aggregate	\$1,000,000
Fire Damage	Any One Fire	\$ 100,000

Automobile Liability

Combined Single Limit

- Any Auto	\$1,000,000 Each Accident
- Hired Autos	
- Non-Owned	

Workers' Compensation

Employers' Liability

Statutory	
Each Accident	\$ 500,000
Disease Per Policy	\$ 500,000
Disease Per Employee	\$ 500,000

Umbrella/Excess Liability

Per Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Insurance Carriers:

Must be rated "A-" or above in the A.M. Best's Key Rating Guide.

Deviation or Changes:

Any difference or changes to the required policy coverage and endorsements are to be noted in writing on the Certificate of Insurance Addendum.

SCHEDULE IV

Automatic Withdrawal from Checking or Savings

By signing and dating below, I consent to the terms of the authorization agreement for ACH debits below.

☐ Please use automatic withdrawal for monthly bills on a recurring basis (choosing this option for payment will result in a 1.5% reduction in your monthly payment of standard services).

From: ☐ Checking ☐ Savings

Bank Name: _____

Bank Account Number: _____ Routing Number: _____

Signature _____ Date _____

Authorization Agreement for ACH Debits ("ACH Agreement")

1. General Terms and Conditions: If you, the Client, have checked the "Automatic Withdrawal from Checking or Savings" option, you hereby authorize Zoë to initiate ACH debit entries to your checking or savings account. If you have authorized recurring debit entries, an automatic withdrawal will be made in the amount of the balance due on your monthly bill three days prior to the due date listed on the invoice. The withdrawal will be made one or two days prior if the draw date lands on a holiday or weekend. The origination of ACH transactions to your account must comply with the provisions of U.S. law. This ACH Agreement shall be made in accordance with the applicable rules of the National Automated Clearing House Association (NACHA) and Article 4 of the Indiana Code. This ACH Agreement shall not alter, enlarge or diminish the existing rights and obligations of the parties under the Agreement.

2. Termination Clause: This ACH Agreement will remain in full force and effect until either party terminates this ACH Agreement, which either party may do at any time upon prior written notice to the other party, which notice will be effective at the time of its receipt by the other party, although the effectiveness of any termination notice received by Zoë within 10 days of any payment date may, at the election of Zoë, be delayed until after such payment. If you wish to terminate this ACH Agreement, you must send a confirmation of termination to accounting@beyond-clean.com or mailed to Zoë Facility Services, 1001 Commerce Parkway South Drive, Suite F, Greenwood, IN 46143. However, if you terminate this ACH Agreement, you acknowledge and agree that the discount for authorizing recurring ACH debits will be discontinued.

3. Miscellaneous: You acknowledge and agree that Zoë may assign this ACH Agreement in connection with any assignment by Zoë of your agreements with Zoë to the limited extent permitted by the agreements, and this ACH Agreement shall be binding on and inure to the benefit of Zoë and its successors and assigns. This ACH Agreement may be altered, changed, or modified

by Zoë at any time by providing 10 days prior written notice to you. Zoë shall not be liable to you for any special, incidental or consequential damages arising from any breach of the terms and conditions of this ACH Agreement, or as a result of any delay, error or omission in any authorized recurring debit entry to be made, or from any act or omission of any financial institution, electronic funds transfer system, operator or third-party service provider, even if Zoë has been advised of the possibility of such damages. Each party shall bear all of the respective fees and other charges assessed by its designated financial institution(s). If an authorized recurring debit entry from your account is rejected and no other provision is made for payment on or before the due date, payment will be considered delinquent. Zoë will have obligation to provide notice of delinquency to you. Zoë reserves the right: (a) to adjust future authorized recurring debit entries from your account if any authorized recurring debit entry previously made is found to be duplicative, processed incorrectly, not at all, in excess of, or less than the required amount, (b) to choose the system used to process automatic bank debit entries and any third-party service provider it may use, and (c) to initiate debit or payment entries and adjustments from any authorized recurring debit entries made in error. Zoë is entitled to rely upon the information supplied by you in this enrollment form. Each automatic withdrawal from your checking or savings account will be made in accordance with the information you have provided in this enrollment form, or as any person purporting to represent you may otherwise specify in written notice received by Zoë. Zoë will not be responsible for any loss arising by reason of any error, mistake or fraud with regard to such information and shall be under no obligation to verify the authority of any person who purports to act on your behalf.