



This Agreement, dated October 12, 2017 is made between Pinnacle Facility Services (“PINNACLE”) and Central Nine Career Center (“CLIENT”). Both PINNACLE and CLIENT agree that PINNACLE will begin service on October 16, 2017, under the following terms and conditions.

1. CLIENT agrees to contract PINNACLE to perform cleaning services according to the attached cleaning schedule.
2. This Agreement is obtained by PINNACLE for the business benefit of a PINNACLE certified EMPLOYEES who hereby agrees to comply with the terms and conditions of this agreement. The EMPLOYEES selected to service this CLIENT will be introduced prior to the start date of service.
3. Certified EMPLOYEES have successfully completed the PINNACLE training program and carries all required certifications and insurance. All EMPLOYEES are uniformed with Pinnacle Logo Shirts/Smocks/Polos. All EMPLOYEES will go through proper/agreed upon Background Checks 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 other applicable statute or regulation, all at the expense of PINNACLE. Such checks shall include, but are not limited to, local, state and national criminal background checks and Indiana Sex Offender Registry checks. PINNACLE shall provide CLIENT copies of the criminal history/background checks for each EMPLOYEE prior to such time as EMPLOYEE may provide any services under this Agreement. No EMPLOYEE of PINNACLE may enter the CLIENT’S facilities pursuant to this Agreement whose criminal history/ background checks reveals any prior classification as a sexual predator or instances of verbal/mental, physical, or sexual abuse of any kind, or dealing in a controlled substance at any time in any jurisdiction. CLIENT retains the right to accept/reject any proposed employee for any reason. With regard to each EMPLOYEE, PINNACLE shall:
 - a. Be solely responsible for ensuring that it adheres to all applicable local, state and federal employment laws.
 - b. Adhere to the E-Verify Program or such other local, state or federal program required to confirm the ability of an individual to be hired as an EMPLOYEE.
 - c. Ensure that such EMPLOYEES (i) are at least 18 years of age, (ii) are able to follow directions and perform the tasks assigned to them, (iii) do not bring weapons of any nature into the CLIENT’S facilities, and (iv) do not use, or are not under the influence of alcohol, illegal drugs, prescription drugs not prescribed to them or tobacco.
 - d. Maintain attendance records which indicate when EMPLOYEES arrive and leave the CLIENT’S facilities, and make such records available to CLIENT upon its reasonable request.



4. Six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.
5. PINNACLE will invoice CLIENT at end of the month and in arrears and CLIENT agrees to pay PINNACLE the amount that is due and owed under the terms of this contract within 30 days of the billing date. Late payments will incur service and finance charges. In the event of default on payment, CLIENT agrees to pay PINNACLE costs for collection and/or attorney fees.
6. This Agreement may be terminated for non-performance only. If PINNACLE acts or fails to act in a manner which results in the non-performance of any term of this Agreement, CLIENT must give PINNACLE written notice, specifying in detail, the nature of any defect in performance. For purposes of this Paragraph, non-performance means a breach of this Agreement that significantly impacts the rights or benefits granted to the CLIENT under this agreement, as reasonably determined by the CLIENT. PINNACLE shall have thirty (30) days to cure specified defects. If the specified defects have not been cured at the end of the thirtieth (30th) day, the CLIENT shall notify PINNACLE in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. In the event that the non-performance is substantially the same to prior non-performance issues raised by CLIENT under this Paragraph at least two (2) or more times during the then-current term, then CLIENT may terminate the agreement upon seven (7) days' written notice to PINNACLE. All written notices must be timely and via certified mail.
7. PINNACLE shall reimburse CLIENT for the costs of repairing any and all damage to the CLIENT's facilities caused by or contributed to by PINNACLE or its EMPLOYEES.
8. PINNACLE shall furnish and maintain all necessary, routine cleaning equipment and cleaning supplies. CLIENT shall furnish all consumable products, including, but not limited to, toilet tissue, paper towels, trash liners and hand soap, for PINNACLE to install and replace in dispensers and trash cans as directed by CLIENT.
9. PINNACLE shall indemnify, defend, and hold harmless CLIENT 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. CLIENT shall notify PINNACLE of an event requiring indemnification or defense within thirty (30) days from its first notice of the event.
10. PINNACLE shall maintain insurance for itself and its subcontractors that may provide any services under this Agreement to CLIENT. PINNACLE shall provide a copy of its Certificates of Insurance upon reasonable request. CLIENT shall be identified as an additional insured on a primary and non-contributory basis in PINNACLE's General Liability policy and provide at least 30 days' notice to CLIENT in the event of policy cancellation.



11. CLIENT agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, they will not employ directly or indirectly any employees, agent representatives or owner/operator subcontractors of PINNACLE.

12. This initial agreement is for ninety (90) days. It can be converted to standard one (1) year agreement upon written acceptance by CLIENT only at least fifteen (15) days prior to 90th day of initial term. All other stipulations will remain as outlined.

13. General Terms & Conditions

- a. **Governing Law and Forum Selection.** This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the state of Indiana. Any dispute relating to this agreement shall be resolved in the Circuit or Superior Courts of Johnson County, Indiana.
- b. **Entire Agreement.** This Agreement, including any Schedules or other documents attached hereto or incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the matters identified in this Agreement.
- c. In the event that any provision of this Agreement is adjudged to be illegal, invalid or improper by a court of competent jurisdiction, such provision shall be severed from the Agreement and the remainder of the Agreement shall remain fully enforceable.
- d. No waiver of a single potential default or violation of this Agreement by the other party shall constitute a waiver of the right to enforce the same in the future unless such waiver is express, in writing and signed by the waiving party.
- e. PINNACLE may not transfer or assign, including, but not limited to, subcontracting, this Agreement or any part thereof without the consent of CLIENT.
- f. The prevailing party in any dispute relating to this Agreement shall be entitled to recover its reasonable attorney fees and expenses.

GENERAL CLEANING

Offices, Entrances, Reception Areas, Meeting Rooms, Classrooms, Hallways, Common areas

	FREQUENCY
Dust horizontal surfaces - Desk, Credenza, Counter, and File cabinet tops	Every Clean
Spot clean horizontal surfaces for removal of coffee rings and spillage.	Every Clean
Entrance doors and internal glass partitions cleaned of fingerprints and smudges.	Every Clean
Walls cleaned of fingerprints and smudges.	1x / Wk
Clean and sanitize drinking fountains.	Every Clean
Empty all waste paper receptacles	Every Clean
Replace waste receptacle liners	As needed
Disinfect all telephone receivers and dust phone bases	1x / Wk
Disinfect light switches, light switch plate covers, and door handles	Every Clean
High dusting – air vents, tops of doors, door frames, ceiling corners	1x / Month
Low dusting – front and sides of desks, legs of chairs, tables, and chair bases	1x / Month
Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint.	1x / Month

GENERAL CLEANING

Offices, Entrances, Reception Areas, Meeting Rooms, Classrooms, Hallways, Common areas

	FREQUENCY
Polish all drinking fountains	1x / Wk
Thoroughly sweep and mop all classrooms	Every Clean
Vacuum all high traffic areas and remove noticeable debris from carpeted areas	Every Clean
Vacuum all carpeted areas, wall-to-wall	1x/Wk
Detail vacuum all corners and edges	1x/ Month
Using Micro-fiber duster, dry clean all faux plants/flowers to remove as much dust as possible	1X/Week
<i>Auto Scrub Hallways and Cafeteria Floors</i>	Every Clean
<i>Day Porter: Monday thru Friday (6:30 a.m. till 3:00 p.m.)- Duties Include Cleaning of Secured Office areas, Outside Can Trash Removal, General Policing of Cafeteria, Restrooms, Entrance/Exit Areas, General Assist to School/Campus as/where directed/needed</i>	Every Clean
Dry Erase Boards will be cleaned as directed/available per normal program/outline with Ops.	Every Clean
<i>Secure all doors, Turn off all lights, Arm any/all alarms as agreed/shown</i>	Every Clean

RESTROOMS

	FREQUENCY
Clean and disinfect counter tops, wash basins, toilets, toilet seats, and urinals	Every Clean
Clean and disinfect all dispensers, fixtures, and mirrors	Every Clean
Empty trash receptacles	Every Clean
Empty sanitary napkin receptacle and disinfect	Every Clean
Spot clean partitions and tile walls	Every Clean
Restock hand soap and paper products	Every Clean
Disinfect partition handles, door handles , and light switches	Every Clean
Clean and sanitize outsides of dispensers and trash receptacles	Every Clean
Polish all dispensers, fixtures, and mirrors	Every Clean
High dust – tops of partitions, air vents, mirror frames, and tops of doors	1x / Wk
Clean and disinfect restroom partitions and walls around toilets and urinals	1x / Wk
Sweep and thoroughly mop floor with germicidal solution	Every Clean

BREAK AREAS

Kitchens, Cafeteria's, Lunch rooms, Coffee areas

		FREQUENCY
	Counters, and table tops cleaned with approved disinfectant	Every Clean
	Fronts of counters and chairs cleaned	Every Clean
	Sinks cleaned with approved disinfectant	Every Clean
	Outside of refrigerator and microwave wiped down	Every Clean
	Trash removed	Every Clean
	Coffee machines turned off	Every Clean
	Sink thoroughly scoured using liquid cleanser	1x / Wk
	Table bases and chair legs cleaned	1x / Month



Additional services... ... and Specialties

If you have a need we will make every effort to accommodate you: **Floor and Carpet Care Program (Holiday)**

Fall Break: 1) Machine Scrub all Restroom Floors
2) Restore and Burnish all VCT Floors
3) Rototek or Cimex Main Walk Areas and/or entrance/side area carpets
4) Apply Bio-Shield to Fitness/Exercise Room

Winter Break: Same as Fall Break (#1-3)
4) Machine Scrub and recoat VCT floors when/where needed

Spring Break: Same as Fall Break(#1-3)
4) Power Wash Outside entrance areas and/or smoking/eating areas
5) Apply Bio-Shield to Fitness/Exercise Room

Summer Break: Same as Fall Break(#1-3)
4) Strip and Refinish any/all VCT Floors
5) Hot water extract all Carpets throughout
6) Wash exterior windows

All estimates for floor care services are based on current labor and supply costs. It is assumed that all heavy articles customer wishes floor services performed under will be removed by customer prior to commencement of floor care service and replaced by customer following completion of service (including tables, chairs, desks, etc.).



Both PINNACLE and Central Nine Career Center do agree to all terms, conditions, cleaning schedule and pricing as outlined in this agreement. PINNACLE will provide all the necessary cleaning chemicals and equipment. Client will provide all paper products, hand soap, and replacement liners for trash receptacles.

Service Provided: Five (5) days per week

Monthly Billing with Holiday Program: \$7885.00

Client Name: Central Nine Career Center

Cleaning Address: 1999 U.S.31 South
Greenwood, IN 46143

Start Date: _____

Client

PINNACLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Orange Quality Control

By utilizing cutting edge quality control technology, Pinnacle takes the pain out of making sure your buildings are cared for at our high standard of cleaning.

Not only does OrangeQC track the progress of the cleaning in your buildings, but also provides an easy format for you to enter special work requests and submit any complaints. By using this simple program, the team supervisor, regional director and even the CEO get notified of potential issues and special work requests right away. What does that mean for you? It means that you will get faster, more complete responses and solutions than companies that don't use this technology to verify a complete clean.

You can also view past inspections and see that our team is doing the best job for your buildings.

No paperwork, no hassle, just easy-to-use technology created to give you peace of mind.

That's part of the Pinnacle difference!

