

JANITORIAL SERVICES AGREEMENT

CLEANIT Maintenance Systems LLC ("CLEANIT") Client: California Montessori Project

Address: 10408 Fair Oaks Blvd Address: 8828 Elk Grove Blvd

Fair Oaks CA 95628 Elk Grove, CA 95624

Phone Number: 916-606-5687 Phone Number: 916-714-9702

Service Address (the "Premises"): 8828 Elk Grove Blvd, Elk Grove, CA 95624

THIS SERVICE AGREEMENT (this "Agreement") is effective as of June 7, 2024 by and between CLEANIT and Client.

1. Services will be paid on a monthly basis.

Client agrees to pay CLEANIT \$3,690.00 per month for the Services.

During the term of the Agreement, CLEANIT may increase the amount payable for the Services upon thirty (30) days written notice to Client ("Price Change Notice"). Upon receipt of the Price Change Notice, Client has the option to terminate this Agreement by providing written notice within ten (10) days of the delivery of the Price Change Notice. A termination pursuant to this Section shall be effective on the date the proposed price change was scheduled to be effective.

2. Client will pay CLEANIT within 30 days of invoice receipt.

CLEANIT will issue invoices, and all payments will be due without offset within thirty (30) days of the date of the invoice. Unpaid invoices are subject to a one-time late charge of \$25.00. After thirty (30) days from the date of the invoice, unpaid invoices shall also accrue interest on all past due amounts at the rate of twelve percent (12%) per annum, calculated and compounded monthly. Client shall make all payments to CLEANIT.

3. The contract can be terminated by written notice.

Either party may terminate this Agreement in the event of a material breach by the other party which is not cured within thirty (30) days of delivery of written notice to the breaching party. This Agreement shall commence on the Effective Date and shall continue on a month to month basis unless terminated earlier pursuant to the terms hereof.

4. Parties may agree to additional services.

Any additional services to be provided under this Agreement by CLEANIT shall be mutually agreed upon by CLEANIT and Client and shall be governed under the terms of this Agreement, except where otherwise stated.

If CLEANIT or its Subcontractor purchases supplies at Client's request, Client shall reimburse CLEANIT for the cost of such supplies with an added service and handling charge of fifteen percent (15%) of the cost. CLEANIT shall not be responsible for disposal of debris from the Premises. Client shall, at its cost, arrange for the disposal of debris.

Additional services and costs reimbursements may be separately invoiced from monthly Services and are due upon receipt.

5. <u>Miscellaneous</u>

a. Subcontractor will maintain license and insurance.

During the term of this Agreement, CLEANIT agrees to maintain a valid business license, commercial liability insurance with coverage of \$1,000,000, worker's compensation insurance for CLEANIT's employees, and a current and valid registration under AB1978 (Cal. Labor Code § 1420 *et seq.*).

b. Notices must be made by mail or with mail confirmation.

Any notices required by this agreement will be made by overnight delivery or first-class mail, postage prepaid, to the above-referenced addresses or such other addresses as specified in writing. A copy of any notice must be sent to CLEANIT at 10408 Fair Oaks Blvd, Fair Oaks, CA 95628

c. California law governs this Agreement. In an action to enforce this Agreement, the prevailing party is entitled to seek reasonable attorneys' fees.

This Agreement shall be construed and governed under the laws of the State of California. If any legal dispute, action, or proceeding between the parties, the prevailing party shall be entitled to recovery from the other party all reasonable attorneys' fees and costs.

d. If part of this Agreement is unenforceable, the other sections are still valid.

If any provision of this Agreement is deemed by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, the parties agree that the remaining provisions are severable and shall remain valid and in full force and effect.

e. This Agreement may not be assigned without consent of the Client.

This Agreement shall be binding upon and inure to the benefit of each party and their respective affiliates, successors, and assignees. CLEANIT may not assign this agreement without the written consent of the Client, not to be unreasonably withheld. Notwithstanding, either party may assign this Agreement, without the other Party's consent, to its parent company or to any purchaser of substantially all of a party's assets, or to any successor by way of merger or similar transaction. Notwithstanding the foregoing, CLEANIT expressly intends to subcontract the Services. CLEANIT's subcontractor is an express beneficiary of this Agreement.

f. This Agreement contains all the terms of the parties' agreement, unless later modified in writing.

This Agreement and attachments incorporated constitute the entire agreement between the parties and supersedes all prior contracts, agreements, and understandings regarding the subject matter. The parties intend this Agreement to be a complete statement of the terms of their agreement, and no change or modification of any of the provisions of this Agreement shall be effective unless it is in writing and signed by a duly authorized officer of CLEANIT and Client. All rights, remedies, undertakings, or obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, undertaking, or obligation of either party. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

g. The Agreement may be signed separately, including with electronic signatures.

This Agreement may be executed in several counterparts, including scanned pages, each of which shall be deemed an original but all of which shall constitute one and the same document. The Agreement may be signed with electronic signature.

h. Each party indemnifies, defends, and holds the other harmless for specified losses.

Each party shall indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable attorney's fees) to the extent arising out of the indemnifying party's breach of this Agreement or that party's negligence or willful misconduct.

WHEREFORE, the parties are authorized to and hereby agree to the terms provided herein.

Client	CLEANIT
Ву:	By:
Name:	Name: <u>Casey Stoneking</u>
Title:	Title: Vice President
Date:	Date: <u>June 7, 2024</u>



SERVICE OUTLINE

June 7, 2024

California Montessori Project Elk Grove 8828 Elk Grove Blvd Elk Grove, CA 95624 916-714-9702

 GENERAL AREAS TO BE MAINTAINED Entrance ways and Hallways	5 5 5	Monthly	Yearly
 GENERAL CLEANING Dust and clean all Office Furniture	Weekly 5 5 5 5	Monthly 1 1 1 1 1 1 1	Yearly



SERVICE OUTLINE (CON'T)

 FLOOR AND CARPET CARE Traffic vacuum all carpeted areas Spot clean all carpeted areas Detailed vacuuming: Edges & Under desks Replace all moved furniture Sweep and damp mop all resilient floor area 	Weekly 5 5 1 5 5	Monthly	Yearly
 STAFF BREAK ROOM Wipe clean all Counters, Tables and Sinks Wipe Cabinets free of Fingerprints Wipe clean Microwave Wipe clean Refrigerator Exterior	Weekly 5 5 5 5	Monthly	Yearly
RESTROOM MAINTENANCE • Disinfect sinks, toilets & urinals	Weekly 5 5 5 5 5 5	Monthly	Yearly
 WINDOWS / GLASS CLEANING Clean windows (in/out) entrance only Spot clean inside partition glass 	Weekly 5 5	Monthly	Yearly



SERVICE OUTLINE (CON'T)

SECURITY • MISCELLANEOUS • Clean janitor closet	YES X X X X	NO
PRODUCTS • Client supplies all paper & hand soap products or janitor orders paper & hand soap products and bills client	YES X	NO
BID PRICE	\$2,995 per n	nonth
2024 Addition for Two Classrooms BID PRICE	\$695 per mo	nth
NEW Total for 2024	\$3,690 per n	nonth