



Service Agreement

The Undersigned **Gahanna Streets & Utility Services** ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall Health-Based Cleaning SystemSM ("COVERALL"), and the parties agree that COVERALL will supply Health-Based Cleaning Services for Customer's premises located at:

- Address: 152 Oklahoma Street
- City, State, ZIP: Gahanna, Ohio 43230

Upon the following terms:

1. COVERALL's service charge will be

\$200.00 per month, to include 2 time(s) per week service. Initial _____

The Health-Based Cleaning Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that the Coverall Health-Based Cleaning System will delegate all Health-Based Cleaning Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
3. Included in the service charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on Customer's behalf.
4. All Health-Based Cleaning Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's service charge, to be performed upon request, priced per occurrence, at Customer's expense, include:

		<u>Area and Square Footage</u>
a.	Strip & Wax Floors	\$ _____
b.	Scrub & Recoat Floors	\$ _____
c.	Burnish Floors	\$ _____
d.	Hot Water Extract Carpets	\$ _____
e.	Window Washing	\$ _____
f.	Initial Cleaning	\$ _____
g.	Other	\$ _____

Additional services accepted by: _____

Signature

7. (a) The term of this service agreement is for the remainder of the 2012 calendar year. This period shall begin on the date services are scheduled to begin and ending December 31, 2012, with an option to extend through the second, third, and fourth years upon mutual agreement of both parties. This agreement may be terminated by either party, upon giving written notice of not less than thirty days, or upon a mutually agreeable termination date.

(b) **Termination/Notice:** If a party to this service agreement fails to perform according to its obligations (the non-performing party"), the party claiming non- performance shall send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

8. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the service charge, as agreed to by the parties, will be made.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this service agreement or for one hundred and eighty (180) days after termination of this service agreement, without COVERALL's written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this service agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
11. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.

Monday Tuesday Wednesday Thursday Friday Saturday Sunday
(Days of the week on which service is to be provided)

12. If there is an "Additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in Customer's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this service agreement, and that it will be binding upon the parties and their respective successors and assigns.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this service agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

Signature and Date •

Print Name and Title •

E-mail Address •

Please fax signed contract to 614-766-8355

COVERALL NORTH AMERICA, INC.

Sean Ryckman
Coverall Representative

Columbus Support Center •

TBD
Service Start Date •

Coverall Health-Based Cleaning SystemSM