



This Agreement (the "Agreement") for cleaning services by and between Completely Clean, LLC, a Kentucky limited liability company, ("Provider") and Southgate Independent School ("Client") is made and entered into upon the following date August 1, 2015. In consideration of the premises and the obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICE.

Provider will provide to Client cleaning services at Company's property located at 6 William Blatt St. Newport, KY 41071 ("Property"). Client accepts Provider's proposal dated _____ and Attached as **Exhibit A** ("Services Proposal"), and incorporated herein by reference, to provide cleaning services at the Property as described in the Services Proposal as modified by the terms and conditions contained in this Agreement.

2. TERM.

Provider will begin cleaning services on August 1, 2015. Provider will provide cleaning services every school day, for a duration of 36 month(s). This Agreement shall terminate on July 31, 2018.

3. PAYMENT.

Client accepts Provider's proposal dated _____ and Attached as **Exhibit B** ("Payment Proposal), and incorporated herein by reference, and shall pay Provider per the terms of the Payment Proposal.

4. PRODUCTS.

Provider will use its own products and supplies. Should Client require the use of special or hypoallergenic products, Client must notify Provider before cleaning begins. Client may provide the product. If Client requires Provider to use specialized products an additional fee may be assessed.

5. RENEWAL.

This Agreement shall automatically renew under the terms specified herein for a period equal to the initial period on the expiration of the current term unless either party notifies the other in writing at least ninety (60) days prior to the expiration of the current term that this Agreement shall not be renewed.

6. ACCESS REQUIREMENT.

Client will provide Provider access to the Property and to all areas of the Property scheduled to be cleaned as noted under the Services Proposal, at the scheduled upon time. Failure to do so allows Provider to treat the failure as a material breach and cancel the Agreement or to seek legal remedies.

7. BREACH.

Any refusal on the part of Client to honor its obligation under this Agreement due to any reason other than a material breach by Provider, including, but not limited to, negotiating a lower price for cleaning services with another company, shall result in the balance of the remainder of the amount due under the Agreement to become immediately payable. Furthermore, Client agrees to pay any and all fees and reasonable attorney's fees expended by Provider to remedy a breach by Client or enforce any part of this Agreement. Failure on the part of Provider to immediately enforce any breach by Client shall not result in a waiver of that breach, nor any succeeding breach, nor any other provision contained herein.

8. APPLICABLE LAW AND VENUE.

The terms of this Agreement will be governed by the laws of the State of Kentucky. The state and federal courts located in Campbell County, Kentucky will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, Provider or any services provided by Provider. Each Client consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non convenes.

9. ASSIGNMENT.

The rights and obligations created for Client under this agreement may not be assigned to any other party.

10. INDEPENDENT CONTRACTOR.

The parties intend this Agreement to create an independent contractor relationship. Neither Provider nor its employees or agents are to be considered agents or employees of Client for any purpose, including that of federal and state taxation, federal, state, and local employment laws, or employee benefits.

11. INDEMNIFICATION.

Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

12. FORCE MAJEURE.

Provider and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Provider.

13. SEVERANCE.

In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

14. SURVIVAL.

All provisions that logically ought to survive termination of this Agreement shall survive.

15. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

Their duly authorized representatives as of the date first above written.

Client:

Date

Provider

Date

**EXHIBIT A
SERVICE PROPOSAL**



Cleaning Procedure for Southgate Independent School District

ENTRY/MAIN AREAS/CLASSROOMS

- Sweep and mop all tile areas
- Vacuum all carpet areas
- Empty Trash cans and replace liners as needed
- High Dust (vents, signs etc.) **monthly**
- Low dusting (chair legs, window ledges, cabinets etc.) **monthly**
- Wipe students desks and tables with a sanitizer **(weekly)**
- Clean front door glass

RESTROOMS

- Sweep and mop floor
- Clean all toilets and urinals and sanitize
- Clean all sinks, counter tops and mirrors
- Clean spots from walls around sinks, toilets, urinals and paper towel dispensers as needed
- Replace all soap and paper products as needed
- Empty trash and replace liners as needed (keep lids clean)
- Clean partitions weekly

CARPET AND TILE MAINTENANCE

- Burnish tile in school building monthly (both buildings)
- Clean all carpet areas (except areas we don't clean) 2 times per year (Christmas and Easter break)

STAIRWELLS AND HALLWAYS

- Sweep and mop floors
- Low and high dusting (baseboards, corners, signs, vents etc) **monthly**
- Clean drinking fountains and sanitize
- Spot clean walls around switches etc as needed

GYMNASIUM/AUDITORIUM/BALCONY

- Sweep and mop floors or run floor scrubber (2-3 times per week)
- Clean all trash from bleachers
- Empty trash and replace liners

LIBRARY

- Empty trash and replace liners as needed
- Sweep and mop/vacuum if carpet
- Clean and sanitize desks and tables (weekly)

***Everything listed above is to be completed 5 nights per week unless listed otherwise**

*** All paper products, can liners, soap, cleaning supplies etc to be furnished by Southgate Schools**

*** Completely Clean, LLC. will furnish the cleaning equipment**

**EXHIBIT A
SERVICE PROPOSAL**



**Cleaning Procedure for Southgate Independent School District
One time Summer Complete Clean**

ENTRY/MAIN AREAS/CLASSROOM/LIBRARY

- Sweep and mop all tile areas
- Vacuum all carpet areas
- Empty Trash cans and replace liners as needed
- High Dust (vents, signs etc.)
- Low dusting (chair legs, window ledges, cabinets etc.)
- Wipe students desks and tables with a sanitizer
- Clean front door glass

RESTROOMS

- Sweep and mop floor
- Clean all toilets and urinals and sanitize
- Clean all sinks, counter tops and mirrors
- Clean spots from walls around sinks, toilets, urinals and paper towel dispensers as needed
- Replace all soap and paper products as needed
- Empty trash and replace liners as needed (keep lids clean)
- Clean partitions weekly

CARPET AND TILE MAINTENANCE

- Top scrub Terrazzo and recoat with 2-3 coats of wax with 22% solids
- Strip and Wax VCT and apply 3-4 coats of wax
- Clean all carpet areas (except areas we don't clean)

STAIRWELLS AND HALLWAYS

- Sweep and mop floors
- Low and high dusting (baseboards, corners, signs, vents etc)
- Clean drinking fountains and sanitize
- Spot clean walls around switches etc as needed

GYMNASIUM/AUDITORIUM/BALCONY

- Sweep and run floor scrubber
- Clean all trash from bleachers
- Empty trash and replace liners

***Wax and stripper is provided by Completely Clean**

EXHIBIT B
PAYMENT PROPOSAL



Cleaning Maintenance Proposal

EFFECTIVE 8/1/15

Southgate Independent School

Attn: Jim Palm

Completely Clean, LLC – is pleased to present the following quotation for your consideration:

Janitorial:

- To be completed 5x per week (172 school days)
- To be cleaned per the customized cleaning procedure enclosed
- Carpet Cleaned 2 times during school (Christmas and Easter break)
- VCT & Terrazzo hallway areas on both floors of both buildings to be burnished free 1 time per month (does not include classrooms)

For the following total:

<u>Service</u>	<u>Initial</u>	<u>Price</u>
Janitorial Services (billed in 9 months)	_____	\$3826.00 monthly
Carpet Cleaning (2 cleanings per school year)	_____	\$ 225.00 monthly
Total per month	_____	** \$4051.00 monthly

* All paper products, soap and can liners and cleaning supplies are furnished by Southgate School

*All cleaning equipment furnished by Completely Clean, LLC

**prices based on 3 year commitment only (prices will remain unchanged)

Accepted by

Date

Print name

Start date: _____

EXHIBIT B
PAYMENT PROPOSAL



Summer Cleaning Maintenance Proposal

Southgate Independent School

Attn: Jim Palm

Completely Clean, LLC – is pleased to present the following quotation for your consideration:

Janitorial:

- o Summer Cleaning to be completed per cleaning procedure enclosed

For the following total:

<u>Service</u>	<u>Initial</u>	<u>Price</u>
Summer Clean up (includes all buildings)	_____	\$6395.00
Auditorium Wood floor refinish	_____	\$ 995.00
Stage wood floor refinish	_____	\$ 425.00
Weekly summer time cleaning	_____	\$ 100.00 per clean

* All paper products, soap and can liners and cleaning supplies are furnished by Southgate School

*All cleaning equipment furnished by Completely Clean, LLC

Accepted by

Date

Print name

Start date: _____