



January 5, 2024

Beechwood Independent School
Attn: Justin Kaiser
54 Beechwood Road
Ft. Mitchell, KY 41017

Dear Justin,

We are pleased with this opportunity to present this Building Service Proposal for your facility. We understand that to you all janitorial companies may look the same.

However, City Wide Facility Solutions has developed a different way of doing things. We clean your building to your satisfaction and also offer over 20 other facility management services. This makes your life easier by giving you a “one-stop shop” for all of your needs. We can help with needs such as floor care, window cleaning, restroom supplies, snow removal and everything in between.

It may take a little getting used to, but it is a better solution. We are passionate about the real changes that we can make to your business with our unique approach.

We have made a detailed survey of your facility in order to design a program tailored to meet your specific requirements. The enclosed proposal outlines in detail our plan to implement and expertly manage the cleanliness and maintenance for your building.

One final note: City Wide Facility Solutions of Cincinnati is known for our customer retention! In 2020 our customer retention rate was 93%. Our approach simply produces better results. In an industry that is faced with terribly high turnover due to poor service problems, we pride ourselves on customer turnover numbers that are simply the best in the business. We will strive to make them even better.

We appreciate this chance to earn your business and thank you for your consideration.

We look forward to working with you!

Sincerely,

Mike Taggart

Director of Sales

City Wide Facility Solutions

2169 Chamber Center Drive | Fort Mitchell, KY 41017
Phone: (859) 331-6500
GoCityWide.com/Cincinnati
GoCityWide.com/Dayton



The Big Picture Overview

City Wide understands the importance of the basics. Properly trained quality people with healthy cleaning products are the price of entry into the cleaning industry, but you want more than just the basics. With City Wide, you'll receive more than just a clean building, you'll also gain more time and reduce stress.

We represent a new kind of choice.

With City Wide, you're not choosing between two maintenance companies; you're choosing between the same thing you've always had and an improved way of handling your janitorial services. You're choosing a company that will become an extension of your management team with the ability to reduce the time and stress associated with managing your janitorial and other vendors.

Why continue to hire one janitorial company after another resulting in the same problems, when you can hire a company who is committed to reducing your stress level and saving you time?

Welcome to a Smarter Way to Maintain Your Building.

City Wide is a management company in the building maintenance industry with more than 50 years' experience offering janitorial and 20-plus other facility services.

No matter how many or few services you require, City Wide will take the hassle out of the equation. You have enough on your plate, so we assign you a Facility Solutions Manager (FSM), aided by a Night Manager, to ensure each building is getting the proper attention to detail it deserves 24 hours a day. Your FSM meets with you during the day to help increase quality while reducing cost. Your Night Manager oversees the services being done in your facility to ensure superior work on every project.

Why Choose City Wide?

For one service or many, City Wide will provide unparalleled assistance in the form of:

- One point of contact
- Simplified invoicing
- 24 hour client care
- Competitive pricing
- Facility Solutions Manager and Night Manager
- Proactive evaluation of your building

Our clients see a difference in the quality of service delivered by City Wide. That's why we boast a retention rate of more than 90%.



City Wide offers you more services, consistent results and more control all while reducing overall cost!

Company History

In 1961, a young entrepreneur named Frank Oddo decided to open up his own janitorial company when he couldn't find the right job. He grew City Wide from the ground up to become one of the most prominent companies in the building maintenance industry. In 1996 his son, Jeff, took over as the active president and continues in that role today. Jeff is credited with redirecting the company on to a path that would come to set the company apart in the building maintenance world.

- Transitioned from traditionally staffed to management company
- Began to offer more than 20 different services
- "Sit on the same side of the table" as the client - represent their needs
- Focus on vendor selection, compliance & overall client satisfaction

An FSM, assisted by a Night Manager, were assigned to every account, dramatically reducing the amount of stress and time associated with managing vendors.

Nearly 50 years later, City Wide has become one of the country's superior service management companies. We provide building maintenance in hundreds of buildings throughout the United States and clean thousands of buildings and nearly 100 million square feet of commercial space every night.

We Live Our Values Every Day

- Lifetime client relations
- Delivering on every promise
- Honesty & integrity

Our values serve as the foundation upon which we will work with each other, our clients, and our suppliers toward mutual success. Everyone associated with our organization is constantly challenged to live these values.

City Wide Mission Statement

By serving others we make a difference in our clients' lives and our community by improving quality, reducing costs and/or saving our clients time.

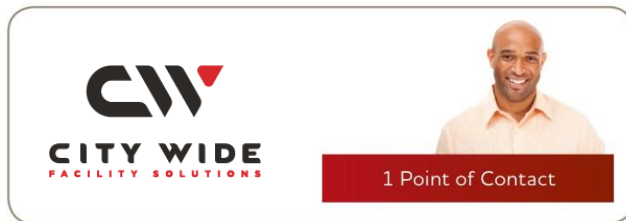


City Wide is revolutionizing the building maintenance industry.

The City Wide Model

City Wide is a management company that collaborates with medium sized businesses to offer building maintenance solutions for commercial properties.

What exactly does that mean?



1. Most people in charge of their building maintenance and janitorial needs have multiple areas of responsibility and have many different challenges.

- No time to manage vendor problems
- Little experience in maintenance industry
- Too many responsibilities, not enough time
- Hassle with changing vendors

2. City Wide provides you with one point of contact.

- 1 person to address & handle problems
- Your needs represented
- Management of vendors and quality control
- 30 day implementation process

3. We align with medium sized businesses, or Service Providers, to execute your services.

- Highly skilled in services they offer
- Owner mentality
- Reduced turnover, more consistent results
- Performance bonds posted on each account
- Virtually no missed service

City Wide provides these businesses a way to grow without needing to focus on anything but the execution of their services.

You have a choice. You can continue to work with companies who employ the same model you've always worked with and continue to deal with limited management, high turnover and unsecured buildings or you can choose City Wide. With City Wide you'll receive phenomenal management, highly executed services with owner mentality and someone representing your needs.

20+ Building Maintenance Solutions.

1 Point of Contact.

The City Wide Advantage

Because of City Wide's unique business model, we are able to provide you with a much higher level of results while reducing the amount of stress and time associated with managing maintenance providers.



Your Facility Solutions Manager

With City Wide, your happiness is at the top of our list. We will assign you one person responsible for your satisfaction before you even sign the dotted line. Your Facility Solutions Manager will:

- Become your eyes and ears in the facility
- Ensure we've delivered on promises set forth in the service agreement
- Communicate your needs to the service providers
- Meet with you regularly
- 24 hour resolution policy

In short, our goal is to provide you with the help you've always needed but thought you couldn't afford. Your Facility Solutions Manager comes with no additional fees attached.

Let us do the dirty work to make you look good.



A Manager's Best Friend

- Facility Managers
- Operations Managers
- Office Managers
- Purchasing Managers

No matter what your title, City Wide provides janitorial and building maintenance services to a variety of industries including medical facilities, retail establishments, banks, schools, mid-rise and high rise buildings in addition to other commercial properties.

We are a nationally recognized building maintenance company and are proud to be trusted by management professionals across all industries.

| Time Spent... | Time Saved... |
|---------------|---------------|
| EXTERNAL | VENDORS |
| Budgets | Sales People |
| Meetings | Bidding |
| Forecasting | Interviewing |
| Satisfaction | Sourcing |
| Requests | Inspections |
| Other | Managing |
| | Paying |
| | Other |



In Conclusion

Regardless of the size and scope of your operation and the range of your immediate needs, City Wide can manage the job. We have developed a proprietary business model and are dedicated to a vision that does not simply try to do better than the competition, but ensures 100% client satisfaction.

We have a superior track record in customer retention for a reason and welcome the opportunity to show you why first hand. City Wide appreciates that selecting the right vendor means taking in to account all the information you've received. What's important to remember is you are not being given the choice between two maintenance companies.

This is not an "apples to apples" comparison; it's truly "apples to oranges." You're being given the choice between another janitorial company or a management company who will become an extension of your team. We'll let the facts speak for themselves.

*We appreciate this opportunity
to earn your business.*

The Services We Provide

Although you may only require janitorial services today, it's beneficial to know you've hired more than just a cleaning company. In hiring City Wide you've hired a management company with one point of contact that can assist you with more than 20 building maintenance services, rather than many vendors with unique contacts for each service. City Wide provides you the greatest advantage once we relieve you of the stress of managing your building maintenance needs, in addition to, your janitorial.

By providing just one point of contact for everything from carpet cleaning to janitorial supplies to window washing, your FSM reduces the stress and time spent dealing with vendors who are a constant source of problems. He or she will proactively help you keep your building in top shape and work with you to maximize your budget to get the most out of your building. Here is a short list of some of the other services we provide:

Detail Cleaners

- Edge vacuum carpets
- Dust blinds
- Dust air vents
- Wash walls in rest rooms

Floor Care Specialists

- Strip/Refinish all resilient tile and hard surface floors
- Scrub rest room floors

Carpet Care Specialists

- Clean carpets using appropriate method; extraction, bonnet or dry foam & more

Window Washers

- Wash interior and/or exterior windows, ground level to high-rise

Construction Clean-up

- Prepare a site for use after construction

Pressure Washing

- Eliminate build up from the exterior of your buildings

Lighting Services

- Replace difficult to reach and high voltage lighting

Parking Lots

- Striping
- Pothole repair
- Parking lot sweeping

Janitorial Supplies

- Toilet Tissue
- Soap & dispensers
- Paper towels
- Break room supplies

New Account Sample Implementation

With 30 days' notice we will implement the following in order to ensure a smooth transition.

1. Immediately after an agreement has been reached a building walk through, with the Client, will be scheduled for the City Wide Facility Solutions Manager and the City Wide Sales Executive to view the facility, review the scope of work and discuss items of importance.
2. City Wide will select the certified Service Provider and train the cleaning crew and Night Manager to perform the scope of work as agreed. The crew will be overstaffed initially so that we will have the right number of people to ensure a smooth transition. Additionally, a pre-start walkthrough and work loading briefings with the crew and supervisory personnel will be conducted to verify that we have thought of all contingencies.
3. A Performance Bond will be collected from the Service Provider and placed in a City Wide trust account to be held as a pledge of performance from the Service Provider.
4. The City Wide Facility Solutions Manager and/or Night Manager will be required to assist with the start up to ensure a proper and smooth transition.
5. During the pre-start walk-through, building keys, alarm codes and emergency procedures will be issued to the proper personnel.
6. Job descriptions for each position will be developed and nightly building inspection checklists will be created for each area of the building. These checklists will also include instructions for any unique requirements for a particular area.
7. All electrical and non-electrical equipment and supplies will be procured and maintained on site in a secure area. Material Safety Data Sheets (MSDS) will also be maintained in the secure area.
8. Our Facility Solutions Manager will conduct frequent, daily if required, inspections in the morning to ensure that the areas meet the scope of work and review expectations with you until we are both satisfied that the building is being serviced properly.
9. Ongoing inspections will be made thereafter during the day by the Facility Solutions Manager.



We are pleased to present this proposal for Building Maintenance Services for your offices. We have made an extensive survey of your facility in order to design a maintenance program tailored to meet your specific requirements. The following proposal outlines in detail our plan to make your building more efficient by implementing and managing a specific program for cleanliness and maintenance.

As you read our proposal and others, you will come across a great deal of information. There are two important facts you should be aware of before we move ahead:

1. **City Wide has a superior track record in client retention!** We mention this not because we are boastful, but because we believe in the power of an approval rating exceeding 90%. To ensure quality, we closely track the satisfaction of our customers. Each year, we track our customer retention numbers month by month and the results are the envy of the industry.
2. **City Wide is truly different than the rest.** All maintenance companies are not created equal. We are excellent managers and deliberately do things differently at City Wide. We believe our focus on management is the reason our relationships with our clients are so strong. In this proposal, you will clearly see the differences and the advantages they will give you.



ONE POINT OF CONTACT
Facility Solutions Manager

Your one point of contact strives to understand your building as fully as possible. They know you have more important things to do and so take care of the details for you.

No matter how many, or few, services you require, City Wide will take the hassle out of the equation. You have enough on your plate, so City Wide lends you a hand by giving you your own Facility Solutions Manager, assisted by a Night Manager, for 24-hour supervision of your building.

Your Facility Solutions Manager meets with you during the day with the primary responsibility of helping to increase quality while reducing cost. Your Night Manager, supervised by your Facility Solutions Manager, oversees the after-hours services being done in your facility to ensure superior work on every project. Due to our unique business model, we are able to provide all of this at same price or lower than others in the industry.

We appreciate this opportunity to earn your business and thank you for your time and consideration. We look forward to working with you.

Danny Gillespie
City Wide Facility Solutions

Beechwood Schools Service Agreement

City Wide agrees to keep your building clean! In order to accomplish this, we agree to perform all services listed herein to provide complete and proper maintenance for your premises. We pay special attention to your lobby because we understand how critical it is to keep high profile areas looking as good as possible at all times.

Lobby/Entry Areas

Services to be performed five (5) nights per week, Monday through Friday.

- Containers for waste materials will be emptied and refuse taken to disposal.
- All open surfaces of furniture, counters and other 30" high horizontal surfaces will be damp dusted.
- Drinking fountains will be cleaned and disinfected.
- All floors will be dust mopped to remove dirt.
- Floors will be wet mopped to remove spills or tracking.
- Carpeting and/or walk off mats will be vacuumed to remove dirt.
- Fingerprints will be removed from entryway glass.
- Lights will be turned off as directed.
- Entrance doors will be secured upon completion of our work.

General Office Areas

Services to be performed five (5) nights per week, Monday through Friday.

- Containers for waste materials will be emptied and refuse taken to disposal.
- All open surfaces of furniture, counters and other 30" high horizontal surfaces will be damp dusted.
- Special attention will be made to remove soda spills and rings on tables and desks.
- Carpeting will be vacuumed to remove dirt.
- Floors will be dust mopped to remove dirt.
- Floors will be wet mopped, as needed to remove spills or tracking.
- Lights will be turned off as directed.
- Entrance doors will be secured upon completion of our work.

Classrooms

Services to be performed five (5) nights per week, Monday through Friday.

- Containers for waste materials will be emptied and refuse taken to disposal.
- Floors will be dust mopped to remove dirt.
- Floors will be wet mopped, as needed to remove spills or tracking.
- Carpeting and/or walk off mats will be vacuumed to remove dirt.
- Refill paper towels and hand soap
- Spot clean glass door for smudges.
- Lights will be turned off as directed.
- Entrance doors will be secured upon completion of our work.

Services to be performed weekly.

- All open surfaces of furniture, counters and other 30" high horizontal surfaces will be damp dusted.
- Floors will be dust mopped corner to corner.
- Window blinds, televisions, TV stands, computer's and tabletops will be dusted.
- Desktops will be cleaned and disinfected.

Auditorium

Services to be performed one (5) nights per week, Monday through Friday.

- Containers for waste materials will be emptied and refuse taken to disposal.
- Vacuum/Mop as needed
- Lights will be turned off as directed.
- Entrance doors will be secured upon completion of our work.

Corridors

Services to be performed five (5) nights per week, Monday through Friday.

- Hard surface floors will be swept to remove dirt.
- Hard surface floors will be wet mopped to remove spills or tracking.
- Carpeting and/or walk off mats will be vacuumed to remove dirt.

Initial _____

Stairwells

Services to be performed five (5) nights per week, Monday through Friday.

- Steps will be swept to remove dirt.
- Steps will be wet mopped to remove spills or tracking.

Services to be performed weekly.

- Sweep all stairways corner to corner.
- Steps will be mopped completely.
- Metal handrails will be damp wiped.

Elevators

Services to be performed five (5) nights per week, Monday through Friday.

- All floors will be wet mopped as needed to remove spills or tracking.
- Stainless steel doors and metal panels will be polished.
- Fingerprints and smudges will be cleaned from all surfaces.

Services to be performed weekly.

- Elevator tracks will be cleaned and vacuumed.

We pay special attention to your restrooms because we understand how critical it is to keep them clean. We are responsible for 100% from top to bottom on a nightly basis keeping your rest rooms clean and fresh at all times.

Restrooms

Services to be performed five (5) nights per week, Monday through Friday.

- Containers for waste materials will be emptied and refuse taken to disposal. Liners will be changed daily.
- Mirrors will be cleaned.
- Sinks will be cleaned and disinfected.
- Counter tops will be cleaned and disinfected.
- Surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- Bright work will be cleaned and polished.
- Floors will be swept.
- Floors will be wet mopped and disinfected.
- Dispensing units such as towels, toilet tissue and soap containers will be refilled from your stock.
- All repair items will be reported to the Facility Services Manager.
- Kaivac used as needed.

Services to be performed weekly.

- Low dust all horizontal surfaces to hand height including: sills, moldings, ledges, shelves, frames, ducts and heating outlets.
- High dust above hand height including: sills, moldings, ledges, shelves, frames, ducts and heating outlets.
- Dispensers will be cleaned.
- Remove fingerprints from doors, frames, light switches, kick and push plates, handles.

Services to be performed monthly.

- Tile walls will be damp wiped.
- Partitions will be cleaned and disinfected.
- Dust ceiling vents.
- Corners and edges will be detailed.

Initial _____

All Areas

Services to be performed weekly.

- All open surfaces of window ledges, tops of partitions, tops of four-drawer filing cabinets, tops of picture frames will be high dusted.
- Wipe fronts of lockers.
- Dust locker tops.
- Chairs and miscellaneous items will be low dusted.
- Floors will be wet mopped to remove spills or tracking.

Services to be performed monthly.

- Remove fingerprints from doors, frames and light switches.
- Dust ceiling vents.
- Edge and detail corners of carpet.
- Edge and detail corners of all floors.

General

Care will be taken to conserve water and power

beyond that which is required for the performance of our duties.

Every effort will be made to observe and report any unusual occurrences during our time in the building.

Any problem that may arise during our work schedule will be reported. A message will be left on our contact's desk.

Additional Items Not Listed:

Items that are not listed in this document will not be cleaned or maintained as if they were a part of the scope of work.

If there are any discrepancies with this regard, please bring those to our attention so that we can modify this document (and/or pricing) as needed.



Holidays

Unless a request is made for service, at an additional charge, the following holidays will be observed and no services shall be provided:

Please Check if your facility requires service on the following holidays:

- | | |
|---|--|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Memorial Day |
| <input type="checkbox"/> Independence Day | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |

Initial _____

CONTRACTUAL TERMS AND CONDITIONS

*Degenhardt Enterprises LLC (dba: City Wide Facility Solutions of Southwest Ohio and Northern Kentucky)
2169 Chamber Center Drive | Ft. Mitchell, KY 41017*

This CONTRACT (the "Contract") is made and entered into as of the _____ day of _____ 20__ by and between City Wide Facility Solutions of Southwest Ohio and Northern Kentucky. ("City Wide") and _____ a sole proprietorship / partnership / limited partnership / limited liability company / corporation /not-for-profit corporation (circle one), organized under the laws of the State of _____ ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

1. **Services and Products.** Services and products (if applicable) will be provided as set forth in a separate document ("Service Agreement") attached hereto. The date City Wide's services ("Services") are to commence shall be set forth in the attached Investment Recap, signed by representatives of both Parties. If no date is set forth in the Investment Recap, then Services will commence on a date mutually agreeable to the Parties.

2. **Performance.** Services shall be provided in a professional and workman-like manner in conformity with the Service Agreement. "City Wide Personnel" consists of City Wide employees, agents and/or independent contractors. City Wide shall retain full responsibility for the Services of any City Wide Personnel. If any individual assigned is unacceptable to the Customer, the Customer shall promptly notify City Wide management concerning the situation. If the Parties are unable to arrive at a solution that is acceptable to the Customer, the Customer may request that City Wide replace the individual. City Wide will either replace the individual within a reasonable time frame or terminate the Services provided hereunder effective immediately and City Wide shall have no liability for doing such.

3. **Invoices.** City Wide will invoice Customer on or about the first workday of each month in which Services and products are provided. Monthly fees for Services and Products may be prorated by City Wide when appropriate. Invoices for Services and Products, as set forth in the Service Agreement and Investment Recap, shall be paid by the last day of the month of the Invoice. WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE. Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon completion of the additional services or delivery of the additional products, and payment will be due upon receipt of the invoice. Any dispute concerning an Invoice or Services shall be identified in writing within ten (10) days of the Invoice or the rendering of the Services, as the case may be. City Wide will charge the Customer a late charge of 1½ % per month on all outstanding balances of more than 30 days from the invoice date. Customers shall also pay, where appropriate, all collection costs including reasonable attorneys' fees.

4. **Price Increases.** Notwithstanding anything herein to the contrary, adjustments to the charges for Services, as set forth in the Investment Recap, may be made in the event that (i) additional workmen are employed by City Wide at the request of the Customer to extend service areas and/or specifications, (ii) additional wages are paid out by City Wide for Services, due to union increases and/or (iii) any other governmental action that directly and materially affects City Wide's costs of Services. Any change in fees for Services requires a 30-day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder in writing prior to the effective date of such increase without penalty. Customer shall notify City Wide in writing, with 30 days advanced notification, of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until 30 days after such written notification of the deletion of square footage has been given by Customer to City Wide. Charges shall be due for an addition of square footage regardless of whether Customer notifies City Wide of such.

5. **Materials.** All cleaning materials and equipment necessary for Services will be furnished by City Wide, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option, City Wide may provide these products for an additional cost.

6. **Indemnification.** Customer and City Wide shall fully indemnify, defend and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.

7. **Conflicts.** If terms or provisions herein conflict with the terms or conditions set forth in another agreement between the parties, the terms hereof shall prevail even if the other agreement is entered into prior to this Agreement. City Wide's maximum legal liability and exposure, with respect to conflicts, to Customer hereunder shall not exceed the charges paid by Customer for one month's Services. No oral representations or promises have been made to the Customer.

8. **Non-Solicitation.** While Services are being provided hereunder, including any extension or renewal of the Services, and for a period of 180 days following the termination of City Wide's Services, Customer shall not employ, contract with nor have any business dealings whatsoever with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or an employee or agent of a City Wide independent contractor, while Services were being provided hereunder. As used in this section of this Agreement, the term "Customer" shall mean the undersigned Customer, together with all employees, agent's partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section of this Agreement, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to: (a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) immediate payment by Customer of liquidated damages in the amount of one thousand dollars per week for each violation, the Customer acknowledging that actual damages would be difficult or impossible to calculate; and (c) immediate payment by Customer of all costs and expenses incurred by City Wide in connection with the enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer violates the provisions of this paragraph shall be added to the 180 day duration of the restriction.

9. Relationship of Parties. Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent. Each Party shall remain responsible for the withholding and payment of all federal, state, and local personal income, wage, earnings, occupations, social security, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective personnel.

10. Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

11. Security. City Wide and its employees, agents, contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer/tenants' responsibility to have such items locked in a secured area, where City Wide Personnel do not have access. In the event of a theft, City Wide will fully cooperate with law enforcement agencies.

12. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during the term of the Services rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. Insurance certificates will be furnished upon request. In addition, City Wide shall maintain worker's compensation insurance as required by applicable law.

13. Term. The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. Either Party may terminate the Services to be provided hereunder upon thirty (30) day written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. Notwithstanding the foregoing, it is understood that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period. The services may be terminated by the Customer at any time after the expiration of the initial term as follows: (a) Customer shall provide City Wide Facility Solutions with a written notice stating a problem, and allow City Wide 30 days to cure the problem. If City Wide Facility Solutions is unable to cure the problem specified by Customer to Customer's satisfaction, Customer may then terminate the services by providing thirty (30) prior written notice to City Wide.

14. Force Majeure. City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by a force majeure occurrence.

15. Assignments. This Agreement shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Agreement and its obligations hereunder.

16. Governing Law. This Agreement shall be governed by the laws of Kentucky. The Customer consents to the jurisdiction and venue of any court in Kentucky or Ohio.

17. Arbitration. The parties hereto agree that any dispute respecting the interpretation of this Agreement, a breach hereof or otherwise dealing with this Agreement (and addendums or amendments thereto), may, at City Wide's option, be compelled to be resolved by binding arbitration conducted in Covington, Kenton County, Kentucky (or another location in the Kentucky or Ohio Metro area selected by City Wide). If Customer loses, it shall pay City Wide's arbitrator fee, as well. In the event the parties cannot agree upon an arbitrator, the parties agree that Midwest Arbitration (and if not available, then another reputable arbitration company in the Kentucky or Ohio Metro area) shall provide the arbitrator. Informal rules of evidence and procedure shall apply. It is understood that in the event City Wide is desirous of injunctive relief, it may, at its option, seek such in court without waiving its rights to have the money damage claims be resolved by an arbitrator.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION TO WHICH,
AT CITY WIDE'S OPTION, THE PARTIES AGREE TO BE BOUND.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

Beechwood Independent Schools

City Wide Facility Solutions

By: _____

By: Peggy O'Toole

Print: _____

Print: Peggy O'Toole

Title: _____

Title: Sales Executive

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.

Beechwood Independent Schools

Investment Recap

City Wide Facility Solutions Janitorial Service Package

Includes all janitorial services outlined in the service agreement for Beechwood Independent Schools at 54 Beechwood Road. Ft. Mitchell, KY 41017 to be serviced five (5) times per week.

| Janitor Service | Frequency | Total Price / Month |
|-----------------------|-------------|---------------------|
| Basic Janitor Service | 5x per week | \$ 16,717 |

Additional Services

N/A

TOTAL MONTHLY INVESTMENT **\$ 16,717**

*Based on 180 School Days

Start Date: _____

Beechwood Independent Schools

City Wide Facility Solutions

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: January 5, 2024