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MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“MSA”) is made, effective as of Select Effective Date, by and between Click or tap here to enter text. (“CLIENT”), and **JJP Enterprises, DBA SERVPRO TEAM Phillips/Smith** limited liability company (“COMPANY”).

Recitals

WHEREAS, COMPANY and the CLIENT wish to engage in a business relationship for their mutual benefit; and

WHEREAS, COMPANY and the CLIENT wish to memorialize this business relationship with an agreement, which will govern present and future business dealings; and

WHEREAS, COMPANY and the CLIENT intend that this MSA will control and supersede any prior written, oral agreements and understandings; and

WHEREAS, CLIENT may request COMPANY to perform cleaning, consultation, remediation, mitigation, and or reconstruction services (“WORK”). CLIENT shall not be obligated to request COMPANY to perform any WORK, and COMPANY shall not be obligated to accept WORK requests from CLIENT; and

WHEREAS, COMPANY and the CLIENT expressly agree that the COMPANY is an Independent Contractors for all WORK performed under this MSA. The COMPANY employees and subcontractors will at no point be authorized to act as agents/employees/representatives of the CLIENT; and

NOW, THEREFORE, COMPANY and CLIENT, agree as follows:

1. SERVPRO Points of Contact:

- 1.1. **Contact:** Click or tap here to enter text.
- 1.2. **Contact:** Click or tap here to enter text.
- 1.3. **Contact:** Click or tap here to enter text.
- 1.4. **Alternate Emergency Phone** (When calling please identify yourself as an MSA client) 859-225-3193

2. CLIENT Point of Contact:

- 2.1. **Contact:** Click or tap here to enter text.
- 2.2. **Contact:** Click or tap here to enter text.
- 2.3. **Contact:** Click or tap here to enter text.
- 2.4. **Emergency Phone:** Click or tap here to enter text.



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3. Scope of Work:

The scope of the COMPANY's work shall be defined by a written or oral work order ("**WORK ORDER**") provided by an authorized CLIENT Point of Contact as listed above. The COMPANY agrees to commence work and/or supply materials authorized by the WORK ORDER within the time set out in the contract documents for the project. The COMPANY shall include all labor, materials, and or incidentals to complete the work in a manner which complies with this MSA and the Contract Documents. The COMPANY will perform all aspects as laid out and authorized within the WORK ORDER in a professional manner. WORK will meet or exceed product and material manufacturer's requirements, and within compliance with applicable laws, regulations, and ordinances.

4. Payment:

The CLIENT shall pay the COMPANY upon satisfactory performance of WORK ORDER or milestones of WORK ORDER by the end of 30 days following the invoice date submitted for payment unless otherwise agreed as follows:

Click or tap here to enter text.

5. Term:

This MSA shall be in effect from the date signed by an authorized representative from both the COMPANY and the CLIENT. The term of this agreement will be for one (1) year from effected date unless specified below:

Click or tap here to enter text.

6. Taxes, Permits, and Licenses:

The COMPANY shall give all notice and secure all licenses and permits required by law, regulation, ordinance, or permit in connection with any WORK performed under the MSA unless otherwise agreed upon by the COMPANY and the CLIENT as follows here or specified within the written WORK ORDER:

Click or tap here to enter text.

7. Control of Premises:

The COMPANY shall have at least one of its representatives present at or during all WORK performed under this MSA unless otherwise agreed in writing and or listed within this section of the MSA. Upon request the CLIENT may have the COMPANY remove or bar any individuals from the CLIENT's premises. CLIENT may list specific conditions or required documentation for the COMPANY representatives to meet before being permitted on CLIENT's premises as follows here or specified in the written WORK ORDER:

Click or tap here to enter text.



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8. Personnel, Equipment and Materials:

The COMPANY shall supply personnel, equipment and/or materials necessary to perform the WORK as outlined in the WORK ORDER.

8.1. EQUIPMENT:

Equipment shall be furnished by the COMPANY and or its subcontractors at the COMPANY's expense. Equipment shall be in working condition, properly maintained, and adequate for the WORK being performed. The COMPANY shall deliver equipment to the location at the CLIENT's expense.

8.2. WARRANTY OF MATERIALS:

The COMPANY warrants for a period of twelve (12) months from the date of delivery, that all materials delivered under this MSA and WORK ORDERS therein will conform to the specifications provided by the CLIENT. WORK will be of good workmanship and materials free from defects. Materials delivered by but not made by the COMPANY, the COMPANY shall assign all applicable manufacturers' warranties to the CLIENT to the extent such warranties are assignable. COMPANY will provide reasonable assistance to the CLIENT for enforcing warranties to manufactures in cases where it cannot be transferred.

8.3. WARRANTY OF PERFORMANCE:

The COMPANY warrants that it will perform all WORK in a good and workmanlike manner, strict conformity to the specifications and requirements of this MSA and the applicable WORK ORDER, in accordance with applicable professional standards, laws, rules and regulations. Such warranty of performance shall extend for twelve (12) months from the date such WORK was performed.

9. Health, Safety, and Environmental:

The COMPANY shall provide continuous adequate protection equipment and training for the WORK as outlined within the WORK ORDER, CLIENT's property and adjacent property, and take all necessary precautions to keep and maintain the workspace in accordance the applicable health and environmental laws, rules and regulations. Copies of the COMPANY's incident logs, and safety performance records shall be provided to the CLIENT upon request. Requests or questions to be directed to Wes McCarty VP of Operations by email wmccarty@servprolex.com. Specialized requirements or guidelines for this MSA are as follows:

Click or tap here to enter text.



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IN WITNESS WHEREOF, COMPANY and CLIENT have executed this MSA effective as of the date herein first appearing above and authorized by the duly authorized representatives below:

COMPANY

Company name JJP Enterprises LLC, DBA SERVPRO of Lexington, Kentucky

Authorized
Representative

Job Title

Date

Signature

CLIENT

Company name Click or tap here to enter text.

Authorized
Representative

Job Title

Date

Signature