



SERVPRO Team Phillips & Smith

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# MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“**MSA**”) is made, effective as of Wednesday, May 13, 2026, by and between Dayton Independent Schools (“**CLIENT**”), and **JJP Enterprises, Inc, dba SERVPRO Team Phillips/Smith**, a Kentucky corporation (“**SERVPRO**”).

## Recitals

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

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

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

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

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

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

## 1. Scope of Work:

The scope of SERVPRO’s work shall be defined by a written or oral work order (“**WORK ORDER**”) provided by an authorized CLIENT Point of Contact as listed below. SERVPRO 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. SERVPRO shall include all labor, materials, and or incidentals to complete the work in a manner which complies with this MSA and the Contract Documents. SERVPRO 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.

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## 2. SERVPRO Points of Contact:

### 2.1. Primary Contact

- Position:
- Full Name:
- Phone Number:
- E-mail Address:

### 2.2. Alternate Contact:

- Position:
- Full Name:
- Phone Number:
- E-mail Address:

2.3. Emergency Phone (When calling please identify yourself as an MSA client): 859-225-3193

## 3. CLIENT Points of Contact:

### 3.1. Primary Contact

- Position: Director of Student Services
- Full Name: Matthew Haskamp
- Phone Number: 859-468-6290
- E-mail Address: matthew.haskamp@dayton.kyschools.us

### 3.2. Alternate Contact:

- Position: Superintendent
- Full Name: Rick Wolf
- Phone Number: 859-547-1257
- E-mail Address: rick.wolf@dayton.kyschools.us

3.3. Emergency Phone: 859-468-6290

## 4. Payment:

The CLIENT shall pay SERVPRO 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:

N/A

## 5. Term:

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

N/A

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## 6. Taxes, Permits, and Licenses:

SERVPRO 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 SERVPRO and the CLIENT as follows here or specified within the written WORK ORDER:

N/A

## 7. Control of Premises:

SERVPRO 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 SERVPRO remove or bar any individuals from the CLIENT's premises. CLIENT may list specific conditions or required documentation for the SERVPRO representatives to meet before being permitted on CLIENT's premises as follows here or specified in the written WORK ORDER:

N/A

## 8. Personnel, Equipment and Materials:

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

### 8.2. WARRANTY OF MATERIALS:

SERVPRO 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 SERVPRO, SERVPRO shall assign all applicable manufacturers' warranties to the CLIENT to the extent such warranties are assignable. SERVPRO will provide reasonable assistance to the CLIENT for enforcing warranties to manufacturers in cases where it cannot be transferred.

### 8.3. WARRANTY OF PERFORMANCE:

SERVPRO 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.

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## 9. Health, Safety, and Environmental:

SERVPRO 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 with the applicable health and environmental laws, rules and regulations. Copies of SERVPRO's incident logs and safety performance records shall be provided to the CLIENT upon request. Requests or questions are to be directed to Wes McCarty, VP of Operations, by email at [wmccarty@servprolex.com](mailto:wmccarty@servprolex.com). Specialized requirements or guidelines for this MSA are as follows:

N/A

## 10. Insurance:

SERVPRO shall maintain and provide documentation to the CLIENT meeting or exceeding the below requirements:

- 10.1. SERVPRO shall maintain Workers' Compensation, Employers' Liability, Business Automobile Liability, and Commercial General Liability (CGL) Insurance with limits of liability as follows:

|                       |                               |
|-----------------------|-------------------------------|
| Workers' Compensation | \$4,500,000                   |
| Auto Liability        | \$1,000,000                   |
| General Liability     | \$2,000,000 (each occurrence) |

- 10.2. SERVPRO shall maintain Pollution Liability Insurance with the limits of liability of not less than \$500,000.00.

## 11. Confidentiality:

SERVPRO and CLIENT will maintain in confidence to neither directly nor indirectly disclose the terms of this MSA, any proprietary or confidential information belonging to either SERVPRO or the CLIENT.

## 12. Emergency Service Limit:

When CLIENT submits an Emergency Service Request (Emergency Work Order), SERVPRO is preauthorized to provide services and materials up to the amount of \$5000 before further authorization is required.

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

SERVPRO

Company name JJP Enterprises Inc, dba SERVPRO Team Phillips/Smith

Authorized Representative

Job Title

Date

Signature

CLIENT

Company name Dayton Independent Schools

Authorized Representative Rick Wolf

Job Title Superintendent

Date

Signature