

## SERVICEMASTER CONTRACT CLEANING SERVICES AGREEMENT

THIS AGREEMENT made this 25th day of July 2017, by and between ServiceMaster and Village of Villa Park.

Whereas, ServiceMaster conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores and other locations, as an independent business licensed by ServiceMaster Residential/Commercial Services L.P. ("Franchisor") and not as an agent or partner of its Franchisor.

Whereas, Client desires ServiceMaster to supply contract-cleaning services to the property commonly known as Village of Villa Park, located at 20 S. Ardmore Avenue, Villa Park, IL 60181

NOW THEREFORE, the Parties agree as follows:

1. Task Schedule. Beginning on August 28, 2017 ServiceMaster will provide contract cleaning services for the area to be serviced described in the "Task Schedules," a true and accurate copy of will be provide by client and attached to this Agreement. ServiceMaster agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and ServiceMaster.
2. Personnel. All personnel furnished by ServiceMaster are employees of ServiceMaster, and ServiceMaster will pay all salaries and expenses of, and all applicable federal and state taxes relating to such personnel. For all purposes of this contract, ServiceMaster will be considered and independent contractor of the Client, and will not act as an agent, servant, or employee of the Client, or make any commitments or incur any obligations on behalf of the Client without its express written consent. Client may request the removal of any ServiceMaster employee whose conduct is unsatisfactory to Client. ServiceMaster employees will to able to speak and read English.
3. Covenants. During the term of this Agreement and for one (1) year thereafter, the Client shall not directly or indirectly hire any person employed by ServiceMaster. Client shall not, at any time, disclose to any competitor any pricing, acknowledgment that ServiceMaster is servicing this location or bid information designated as confidential by ServiceMaster.
4. Terms. The terms of the Task Schedule or of the price stated in paragraph 5, may be modified at any time by the mutual execution of written change orders by the parties. All executed change orders shall become part of this Agreement. ServiceMaster will give the Client thirty (30) days prior notice of any price change for services rendered pursuant to the Task Schedule. Client will notify ServiceMaster of any changes in service times, any alterations to the furnishings, floor, wall or ceiling surfaces at the Client's premises, or any other change which affects the Task Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year, and shall automatically renew for one (1) year periods unless terminated.
5. Payment. The Client shall make payment to ServiceMaster for services rendered at the rate of \$6,211.00 per month. Client's failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of ServiceMaster, be deemed to be a default and termination without notice by Client. A late charge calculated at 1 ½% per week will be charged to Client on any overdue unpaid balance. Client shall pay ServiceMaster its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.
6. ServiceMaster will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.

7. Insurance. ServiceMaster shall provide the insurance coverage set forth below, and deliver to Client certificates of insurance upon request.
- a. Comprehensive Liability:  
  
Bodily Injury Liability: \$500,000.00 per person and \$1,000,000.00 per occurrence.  
Property Damage Liability: \$500,000.00 per occurrence and \$1,000,000.00 aggregates.
  - b. Worker's Compensation Coverage. \$100,000.00, or as required by law.
8. Termination. This Agreement may be terminated by either party by giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event thirty (30) days' notice is not given, or if Client is deemed to have terminated by default by failing to tender payment when due, or by Client's conduct, which makes ServiceMaster's performance impossible (including a demand for the return of all Client's keys) then ServiceMaster shall have no obligation to continue its performance, and Client shall pay ServiceMaster an amount equal to an additional thirty (30) days of billing as liquidated damages. This additional thirty (30) days of billing shall be calculated from a) the date upon which Contract Service are last performed; or b) the last date of the billing period during which any default or improper termination occurs, whichever is later.
9. This Agreement contains all of the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties.

CLIENT

SERVICEMASTER

By

Albert Butthar

Authorized Agent

By

Richard Smith

Address:  
16730 Richmond Avenue  
Hazel Crest, IL 60429