



COVERALL

Health-Based Cleaning System®

COVERALL SERVICE AGREEMENT – MFS

The Undersigned ("CUSTOMER") hereby accepts the proposal of Melton Franchise Systems, Inc. ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Health-Based Cleaning System® Services for CUSTOMER's premises located at:

- Customer: River Oaks Academy
- Street Address: 920 Hampshire Road Suite X
- City, State, Zip: Westlake Village, CA 91361

Upon the following terms:

1. Service Charge:

\$204 per month, plus taxes, if applicable; to include 1 time(s) per week service. Initial _____

Service Days:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The Health-Based Cleaning System® Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all Health-Based Cleaning System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All Health-Based Cleaning System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	Charge	Area	Square Footage
a.	\$		
b.	\$		
c.	\$		
d.	\$		
e.	\$		

Additional services accepted by: _____
Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL's written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If "Additional Special Services" are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL become a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER:

COVERALL HEALTH-BASED CLEANING SYSTEM®

Signature and Date

Sales Consultant (Signature and Date)

Print Name and Title

Chris Young OSC

Print Name and Title

Email Address

Service Start Date

Please email or fax signed contract to: 805.856.9067



COVERALL

Health-Based Cleaning System®

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- Customer: River Oaks Academy - Oxnard
- Street Address: 1601 S. Victoria Ave #200
- City, State, Zip: Oxnard, CA 93030

Upon the following terms:

1. Service Charge:

\$199 per month, plus taxes, if applicable; to include 1 time(s) per week service. *Initial* _____

Service Days:

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COVERALL HEALTH-BASED CLEANING SYSTEM®

Signature and Date

Sales Consultant (Signature and Date)

Print Name and Title

Chris Young OSC

Print Name and Title

Email Address

Service Start Date

Please email or fax signed contract to: 805.856.9067