



**FRANCHISED BUSINESS SERVICE AGREEMENT – MFS**

The Undersigned ("CUSTOMER") hereby accepts the proposal of \_\_\_\_\_, an independent Melton Franchise Systems, Inc., dba Coverall ("COVERALL") Franchised Business ("FRANCHISED BUSINESS") for specified cleaning services, and the parties agree that the FRANCHISED BUSINESS will supply Coverall® System Services for CUSTOMER's premises located at:

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

Upon the following terms:

1. Monthly Service Charge:

\$ 255 per month, plus taxes, if applicable; to include 1X time(s) per week service. Initial \_\_\_\_\_

Service Days:

- Monday     Tuesday     Wednesday     Thursday     Friday     Saturday     Sunday

The services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that all COVERALL® System Services will be performed by FRANCHISED BUSINESS. FRANCHISED BUSINESS has successfully completed COVERALL's Training Program and has insurance and a janitorial bond.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment, which will be furnished by FRANCHISED BUSINESS. 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 FRANCHISED BUSINESS the amount of any such taxes if paid by FRANCHISED BUSINESS on CUSTOMER's behalf.
4. All services specified in the Service Plan attached to this Service Agreement will be provided to CUSTOMER in a satisfactory manner by the FRANCHISED BUSINESS. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Service Plan will be provided under this Service Agreement.
5. Additional services, not included in FRANCHISED BUSINESS'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

6. (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 ¶6(b) concerns service issues, the CUSTOMER shall permit the FRANCHISED BUSINESS access to the premises during the Cure Period to cure the service issue; and shall also accompany the FRANCHISED BUSINESS on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle FRANCHISED BUSINESS to collect the full amount due through the Term of this Service Agreement.

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

7. 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 FRANCHISED BUSINESS accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made.
8. CUSTOMER agrees that it will not employ or contract with any of FRANCHISED BUSINESS's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without FRANCHISED BUSINESS'S written consent.
9. COVERALL will bill CUSTOMER monthly on behalf of the FRANCHISED BUSINESS. 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 and the FRANCHISED BUSINESS's attorney's fees and costs for collection.
10. Services shall be performed as stated in the 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.
11. If "Additional Special Services" are included in the 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.
12. 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.
13. 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 FRANCHISED BUSINESS and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to FRANCHISED BUSINESS become a part of this Service Agreement, and FRANCHISED BUSINESS shall not be bound by any such terms and conditions.
14. This Service Agreement may be assigned by the FRANCHISED BUSINESS to COVERALL; and shall be automatically assigned to COVERALL upon (a) termination of FRANCHISED BUSINESS's Janitorial Franchise Agreement for any reason; (b) expiration of the Janitorial Franchise Agreement; or (c) unsatisfactory service to the CUSTOMER that is not timely cured by FRANCHISED BUSINESS.

CUSTOMER:

FRANCHISED BUSINESS:

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Service Start Date*

*Please email or fax signed contract to:*



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CUSTOMER:

FRANCHISED BUSINESS:

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Signature and Date*

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Print Name and Title, Its Authorized Representative*

\_\_\_\_\_  
*Email Address*

\_\_\_\_\_  
*Service Start Date*

*Please email or fax signed contract to:*