

MAINTENANCE AGREEMENT

THIS AGREEMENT is made between OPPORTUNITY FRANCHISING, INC. d/b/a JANI-KING OF ILLINOIS (hereinafter "JK") and Palos Park Recreation, 8901 West 123rd Street, Palos Park, IL 60464 (hereinafter "CLIENT"). CLIENT is desirous of the maintenance and janitorial services of JK. In consideration of the services hereinafter specified, and the compensation to be paid, it is hereby contracted and agreed:

*1. **Named Areas:** The premises making up the working area of this contract will be known further in the contract as the Named Areas, which are defined as:*

- A. Main Entry, Foyer & Offices*
- B. Restrooms*
- C. Gym*
- D. Lower Meeting Rooms (total of 4 separate areas) & Kitchen*

The services will be performed starting on August 10, 2012 ("Effective Date") at the following location 8901 West 123rd Street, Palos Park, IL 60464. JK agrees to service the Named Areas as stated on Cleaning Schedule.

*2. **Equipment:** JK agrees to furnish all equipment, tools and supplies necessary for the performance of the duties, such duties being to maintain the Named Areas in a clean condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part hereof. CLIENT warrants that the premises are free of asbestos, hazardous materials, and hazardous waste materials and holds JK harmless from any and all liability for its personnel's exposure to such hazardous or harmful conditions.*

*3. **Payment:** In consideration of the faithful performance by JK of the duties hereunder, CLIENT agrees to pay to JK the amount on the signature page per month on the first day of each month for the rendition of the immediately preceding month's service. Credits for nationally recognized holidays were predetermined and given as part of the monthly charge herein. No adjustments will be made for said holidays. Notwithstanding any contrary provisions under this article, cancellation due to non-payment shall not be subject to the notice of termination provisions required by the remainder of this Agreement.*

*4. **Independent Contractors:** It is expressly agreed that JK is not and shall not be during the term hereof, an employee of CLIENT but are independent contractors, and in this regard JK will not be within the protection of coverage of CLIENTS Workman's Compensation Insurance and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid to JK herein, the same being contract payments and not wages.*

JAF

8/9/2012

X _____

5. Amendments: *As the parties may agree, the amount to be paid by CLIENT may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service. Such modifications shall be binding only if in writing and signed by both parties. In the event mutual agreement to amend the contract cannot be reached, the Agreement shall remain the same. It is expressly agreed that the amount stated in the Pricing Schedule may be increased annually by JK by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.*

6. Covenant: *It is agreed that JK will select all representatives to perform its obligations hereunder. CLIENT warrants, covenants and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, that CLIENT will not employ directly or indirectly retain the services of any employees, agents, representatives, franchisees or employees of franchisees of JK. JK warrants, covenants and agrees that within one hundred and twenty (120) days after termination, it will not employ directly or indirectly retain the services of any employees, agents, representatives or franchisees of CLIENT.*

7. Termination: *A. The term of this agreement shall be for one (1) year from the Effective Date, and thereafter shall be automatically extended and renewed annually on the same terms and conditions, unless one of the parties shall give written notice, via certified mail, of termination at least thirty (30) days prior to the end of any one (1) year term. Otherwise, this agreement may only be terminated for non-performance as set out below in Section B.*

B. Before any such termination for non-performance is effective, the terminating party must give the other party written notice, via certified mail, specifying in detail the nature of any defect in performance, such notice to be effective upon the earlier of: (i) receipt by the non-terminating party, or (ii) three (3) business days after post mark date. The non-terminating party shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of the terminating party. If the defect is not satisfactorily cured at the end of the thirtieth (30th) day, the terminating party shall notify the non-terminating party in writing, via certified mail, of the failure to satisfactorily cure the defect, and the agreement shall terminate thirty (30) days from the date of said second notice. Time is of the essence for the notices required under Section A. and B. of this Agreement. Notices not in strict compliance with the foregoing will not be considered effective notice of termination, but will be construed as a comment or complaint.

X JAY

8/9/2012

Palos Park Recreation
8901 West 123rd Street
Palos Park, IL 60464

ONE THOUSAND SIXTY DOLLARS
(\$1060.00)
MONTHLY FOR THE FIRST THREE (3) MONTHS, AND THEN
SIX HUNDRED SEVENTY DOLLARS
(\$670.00)
MONTHLY

PALOS PARK RECREATION
8901 West 123rd Street
Palos Park, IL 60464

JANI-KING OF ILLINOIS
Authorized Franchisee

CLIENT

JANI-KING

BY: LeeAnn Fick

BY: H. Paul Horms Jr.

PRINT NAME: LeeAnn Fick

PRINT NAME: H. Paul Horms Jr.

TITLE: Recreation Director

Authorized Franchisee # AG4

DATE SIGNED: Aug. 9, 2012

This agreement will be binding and in force only upon the execution and acceptance by an officer or authorized agent of Opportunity Franchising, Inc. as signified below:

OPPORTUNITY FRANCHISING, INC.
d/b/a **JANI-KING OF ILLINOIS**

By: [Signature]

PRINT NAME: Bob Cimback

TITLE: V.P. Business Development

8/9/2012

CLEANING SCHEDULE

I. 3 TIMES PER WEEK CLEANING with Sunday night or Monday morning being one of those days.

A. Main Entry, Foyer & Offices:

1. Sweep entire entry area
2. Damp mop foyer
3. vacuum foyer rugs

4. Vacuum office carpets

5. All trash receptacles are to be emptied, and trash removed to a collection point throughout building (liners to be furnished by **CLIENT**).

6. Dust horizontal surfaces.

B. Restrooms:

1. Stock towels, tissue, and hand soap (to be furnished by **CLIENT**).
2. Empty trash receptacles and damp wipe with disinfectant.
3. Dust partitions, tops of mirrors and frames.
4. Wipe towel dispenser covers, soap dispensers, and cabinets.
5. Toilets and urinals to be cleaned and disinfected inside and outside.
6. Toilet seats to be cleaned on both sides and disinfected.
7. Scour and sanitize all basins. Polish bright work.
8. Clean entry and stall doors, door handles, mirrors and chrome.
9. Remove splash marks from around basins.
10. Damp mop and rinse restroom floors with a disinfectant.

8/9/2012

CLEANING SCHEDULE

I. 3 TIMES PER WEEK CLEANING

C. Gym:

1. Vacuum edges, top of heat registers and windowsills with BackPac Vacuum.
2. Dust mop entire floor.
3. Spot clean any spills on floor.
4. Damp mop hard surface floors, taking care to get into corners and along edges (weekly).

D. Lower Meeting Rooms (total 4 separate areas) & Kitchen:

1. Vacuum edges, windowsills and corners with BackPac Vacuum.
2. Sweep then damp mop all lower level room floors.
3. Damp mop entire dance room floor with Microfiber mopping system using disinfectant.
4. Clean dance room mirrors
5. Mop serving area and kitchen floor.
6. Wipe counters with disinfectant.
7. Clean sink and stove top using disinfectant.

II. MONTHLY CLEANING

1. Perform high dusting.

III. INITIAL THREE MONTH PERIOD

1. Perform special cleaning projects assigned by the Palos Park Recreation Director.

8/9/2012