



Cleaning Contract

The Undersigned Village of Palos Park ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall Cleaning Concepts ("COVERALL"), and the parties agree that COVERALL will supply Janitorial Services for CUSTOMER's premises located at:

•Address: 8999 W. 123rd St.
•City, State, ZIP: Palos Park, IL 60465

upon the following terms:

- 1. COVERALL's service charge will be

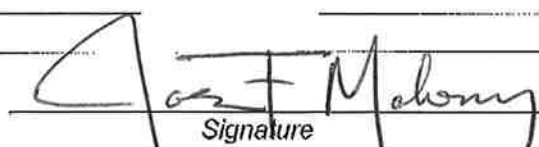
\$ 885 per month, to include 4X times per Week service. Initial _____

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

- 2. CUSTOMER acknowledges that COVERALL will delegate all Janitorial Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
- 3. Included in the service charge will be service, green 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 Janitorial Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
- 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:

		Area and Square Footage
a. Strip & Wax Floors	\$ Included	1X per year
b. Scrub Slate Tile Floors	\$ Included	Quarterly
c. Buff Vinyl Tile Floors	\$ Included	Biweekly
d. Steam Clean Carpets	\$ Included	1X per month
e. Window Washing	\$ Included	2X per year
f. Initial Clean	\$	
g. Other	\$	

Additional services accepted by:


Signature

- 7. (a) The term of this Contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall 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.

initial/initial

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

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

- 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 contract or for one hundred and eighty (180) days after termination of this contract, 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 contract 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 scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. 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.
Monday Tuesday Wednesday Thursday Friday Saturday Sunday
(Days of the week on which service is to be provided)
- 12. If there is an "Additional Special Services" Addendum attached to this Contract, 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 Contract, and that it will be binding upon the parties and their respective successors and assigns.
- 14. This Contract 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 Contract 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 becomes a part of this Contract, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

Signature •

Print Name and Title •

Village of Palos Park

6/1/09

Service Start Date •

Date •

COVERALL CLEANING CONCEPTS

Sales Consultant •

A. Cyganski
Chicago Support Center •

4/30/09

Date •

E-mail Address •

Please fax signed contract to 630/969-3182

Coverall Cleaning Concepts Cleaning Contract - Revised 10.10.06



Chicago Support Center
FAX COVER SHEET

Date: June 2, 2009 6/3/09
To: Haley Sally
Fax: 708-448-9542
From: Kari Travis
Subject: Revised Contract
No. Pages: 3

Attached is your revised contract to reflect a decrease. Please sign the attached and fax back to my attention as soon as possible so that your account can be updated and credited.

Thank You
Kari
Fax 630-969-3182

Original



Village of Palos Park

Fax Transmittal

8999 W 123rd St / 708-448-2700
Fax: 708-448-9542

Date: 6-12-09
To: KARI TRAVIS
From: SALLY KINNEY
Fax #: 630-969-3182
of sheets (including this one): 4

Hello Kari -
Attached is the signed Contract reducing
Coverall's cleaning obligations to 4 days:
Tuesday, Wednesday, Thursday & Saturday
Please adjust our invoice effective June 1,
2009 when the 4 days began.

Confidentiality Note: The pages accompanying this facsimile transmission contain information from the Village of Palos Park which is confidential and privileged. The information is intended for the sole use of the individual or entity identified on this cover sheet. If you are not the intended recipient, your use of this information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the retrieval of the documents at no cost to you.