

LEXCLEAN LLC JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is made effective as of February 9th, 2025 (the "Effective Date"), by and between:

Service Provider: LexClean LLC, a Kentucky limited liability company with its principal place of business at 348 E Main St, Lexington, Kentucky 40507 ("Service Provider").

AND

Customer:
("Customer").

RECITALS

WHEREAS, Service Provider is engaged in the business of providing professional janitorial and cleaning services; and

WHEREAS, Customer desires to retain Service Provider to perform such services at its facilities, and Service Provider is willing to perform such services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES

Beginning on the Effective Date, Service Provider will provide to Customer janitorial services (collectively, the "Services"). All Services included in this Agreement will be completed at the following location(s):

2. MATERIALS AND SUPPLIES

Service Provider shall furnish all materials and equipment necessary to perform the Services described in this Agreement with the exception of hand soap, towels, toilet tissue, seat covers, and any other consumables which are to be supplied by Customer, who shall maintain an adequate supply of these supplies in the designated janitorial areas.

3. QUALITY ASSURANCE

Service Provider shall perform systematic quality control inspections, including quarterly assessments by company leadership, to ensure the Services are performed to the standard defined in a forthcoming Cleaning Plan to be designed by Service Provider. Customer shall provide any service complaints in writing to Service Provider's designated contact. Service Provider will promptly address and correct any deficiencies in the Services that are brought to its attention.

4. PAYMENT

Service Provider shall invoice Customer monthly for Services rendered in the previous calendar month. Customer agrees to pay undisputed invoices in full within fifteen (15) days of receipt (Net 15). The monthly service amount shall be _____, subject to adjustment as provided in any future amendment. Payment shall be made via direct deposit to Service Provider's designated business checking account. All overdue invoices shall incur a late fee of the lesser of 1.5% per month or the maximum rate allowed by Kentucky law. Customer shall pay all reasonable costs of collection, including, without limitation, reasonable attorney fees and court costs. In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, Service Provider has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies.

5. TERM AND TERMINATION

- a. Term. This Agreement shall have an initial term of one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.
- b. Termination for Convenience. This Agreement may be terminated by either party, with or without cause, by delivering a written Notice of Termination at least sixty (60) days prior to the intended termination date.
- c. Payment on Termination. From and after the effective date of termination of this Agreement, Service Provider shall not be entitled to compensation for further services, but shall be paid all compensation accruing to the date of termination.

6. COMPLIANCE WITH LAWS

In performing the Services, Service Provider shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

7. INSURANCE

Service Provider, at its own cost and expense, shall procure and maintain throughout the term of this Agreement: (a) Workers' Compensation as required by Kentucky law; and (b) Commercial General Liability with limits of not less than \$1,000,000 per occurrence. Upon request, Service Provider will provide Certificates of Insurance evidencing such coverage.

8. CONFIDENTIALITY

Both parties agree not to use or disclose the other party's confidential information, including but not limited to Customer's business operations and Service Provider's cleaning methodologies, pricing, and training programs. This provision will continue to be effective after the termination of this Agreement.

9. WARRANTY

Service Provider shall provide its Services and meet its obligations under this Agreement in a

timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in Service Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Service Provider on similar projects.

10. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, the total aggregate liability of Service Provider, its employees, or agents, for any and all claims, losses, or damages arising out of this Agreement or the Services provided herein, shall not exceed the total amount of fees paid by Customer to Service Provider under this Agreement in the six (6) months preceding the event giving rise to the claim. In no event shall Service Provider be liable for any indirect, special, incidental, or consequential damages.

11. DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

12. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. FORCE MAJEURE

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to

perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. DISPUTE RESOLUTION

The parties agree that the primary contacts for this Agreement shall work diligently to resolve any dispute or concern regarding the Services. If a dispute arises, the complaining party must provide written notice to the other party's designated contact. The contacts shall have fifteen (15) business days from receipt of such notice to mutually resolve the dispute. If the contacts are unable to resolve the dispute within that period, the matter shall be escalated to a senior representative from each party (e.g., the Service Provider's Owner and the Customer's Property Manager or equivalent) for resolution. Both parties agree to continue performing their obligations under this Agreement in good faith during any dispute resolution process.. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

15. MISCELLANEOUS

- a. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
- b. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- c. Amendment. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.
- e. Notice. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- f. Waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- g. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SERVICE PROVIDER: LexClean LLC

By:

Aram Street, Owner

Date:

CUSTOMER:

By:

Date: