

COMMERCIAL CLEANING SERVICES AGREEMENT

This Commercial Cleaning Services Agreement (“**Agreement**”) is made effective as of [INSERT DATE] (“**Effective Date**”), by and between:

LexClean LLC, a Kentucky limited liability company with its principal place of business at 348 E Main St, Lexington, Kentucky 40507 (“**Service Provider**” or “**LexClean**”); and

[INSERT LEGAL NAME], a [INSERT ENTITY TYPE] with its principal place of business at [INSERT ADDRESS] (“**Customer**”).

Service Provider and Customer may each be referred to herein as a “Party” and collectively as the “Parties.”

Service Provider is engaged in the business of providing commercial janitorial and cleaning services; and Customer desires to retain Service Provider to perform such services at Customer’s facilities, subject to the terms and conditions set forth herein. In consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Cleaning Plan” means the written scope of work, cleaning specifications, frequencies, and standards attached hereto as Exhibit A and incorporated by reference, as may be amended from time to time by written Change Order.

1.2 “Change Order” means a written amendment to the Cleaning Plan or scope of Services, executed by both Parties, that modifies the Services, pricing, schedule, or other material terms of this Agreement.

1.3 “Facility” or “Site” means the Customer location(s) identified in Exhibit A where Services are to be performed.

1.4 “Hazardous Materials” means any substance or material regulated under any federal, state, or local environmental law, including but not limited to asbestos, mold, lead paint, biohazardous waste, radioactive materials, and any substance defined as a “hazardous substance,” “hazardous waste,” or “toxic substance” under applicable law.

1.5 “Services” means the commercial cleaning services described in the Cleaning Plan, limited to ordinary janitorial and cleaning work, and expressly excluding Hazardous Materials remediation, abatement, or disposal unless separately contracted in writing.

2. SCOPE OF SERVICES

2.1 Scope. Service Provider shall perform the Services described in the Cleaning Plan (Exhibit A) at the Facility. Services are limited to the tasks, areas, frequencies, and specifications set forth in the Cleaning Plan. Any work requested by Customer that is outside the Cleaning Plan constitutes additional services and shall not be performed absent a written Change Order executed by both Parties.

2.2 Exclusions. Unless separately agreed in a written Change Order with separate pricing:

(a) Service Provider shall not perform, and shall have no responsibility for, any Hazardous Materials identification, testing, remediation, abatement, encapsulation, transport, or disposal.

(b) Service Provider shall not perform exterior cleaning, pressure washing, window cleaning above ground floor, industrial degreasing, or any specialized cleaning requiring trade licensing unless expressly included in the Cleaning Plan.

(c) Service Provider shall not be responsible for pre-existing conditions at the Facility, including but not limited to pre-existing stains, damage, contamination, pest infestation, or deterioration.

2.3 Change Orders. Customer may request changes to the scope, frequency, or specifications of Services by submitting a written request to Service Provider. Service Provider shall respond within ten (10) business days with a Change Order proposal, including any pricing adjustment. No change in Services shall be effective until a Change Order is executed by both Parties. Service Provider is not obligated to accept any Change Order request.

2.4 Cleaning Plan. The Cleaning Plan shall specify, at minimum: (a) the Facility address(es); (b) specific areas and surfaces to be serviced; (c) cleaning tasks and frequencies; (d) hours of access; (e) any site-specific safety or access requirements; and (f) Customer-supplied items. If no Cleaning Plan is attached at execution, Service Provider shall prepare and deliver a proposed Cleaning Plan within thirty (30) days of the Effective Date, and both Parties shall execute such plan before Services commence.

3. MATERIALS AND SUPPLIES

3.1 Service Provider Supplies. Service Provider shall furnish all cleaning materials, chemicals, and equipment necessary to perform the Services described in the Cleaning Plan, unless the Cleaning Plan expressly provides otherwise.

3.2 Customer Supplies. Customer shall furnish and maintain adequate supplies of the following consumables in designated janitorial areas, including but not limited to hand soap, paper towels, toilet tissue, seat covers, trash liners, and any other consumables identified in the Cleaning Plan. Failure by Customer to maintain adequate supplies shall not constitute a deficiency in Service Provider's performance.

3.3 Pass-Through Supplies. Where the Cleaning Plan provides for Service Provider to procure supplies on Customer's behalf, such costs shall be invoiced separately as a pass-through at cost plus fifteen percent (15%) and are due on the same terms as Service fees.

4. QUALITY ASSURANCE

4.1 Performance Standard. Service Provider shall perform the Services in a professional and workmanlike manner consistent with generally accepted commercial cleaning industry standards. The Services are limited to the specific tasks, areas, and frequencies set forth in the Cleaning Plan and do not constitute a comprehensive or exhaustive cleaning of the Facility. Service Provider assumes no responsibility for the cleanliness, condition, or maintenance of any area, surface, or item not expressly included in the Cleaning Plan.

4.2 Inspections. Service Provider shall conduct periodic quality control inspections, including not less than quarterly assessments by company leadership. Inspection reports shall be available to Customer upon reasonable request.

4.3 Complaints. Customer shall report any service deficiency in writing to Service Provider's designated contact within five (5) business days of discovery. Service Provider shall investigate and, where a deficiency is confirmed, take corrective action within a commercially reasonable time. Customer's failure to report a deficiency within the five (5) business day period shall constitute acceptance of the Services for that period.

4.4 Warranty Limitation. THE WARRANTY SET FORTH IN SECTION 4.1 IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SERVICE PROVIDER. SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. COMPENSATION AND PAYMENT

5.1 Monthly Fee. Customer shall pay Service Provider a monthly service fee of \$_____ ("Monthly Fee") for the Services described in the Cleaning Plan. The Monthly Fee is due and payable regardless of the number of calendar days in a given month.

5.2 Invoicing.

(a) Monthly Invoicing (Default). Service Provider shall invoice Customer on or about the first day of each month for Services performed during the previous month.

(b) Bi-Weekly Invoicing (Optional). If bi-weekly invoicing is agreed in writing by the Parties, then in lieu of the monthly invoicing in subsection (a), Service Provider shall invoice Customer every fourteen (14) days commencing from the Contract Start Date, for Services performed during the preceding fourteen-day period.

Additional charges, pass-through supplies, and Change Order amounts shall be invoiced separately or included in the applicable invoice at Service Provider's election.

5.3 Payment Terms. Customer shall pay all undisputed invoices within fifteen (15) days of the invoice date (“Net 15”). Payment shall be made via ACH direct deposit or wire transfer to Service Provider’s designated account. Service Provider may, in its sole discretion, accept other forms of payment. Customer shall not withhold, offset, or deduct any amounts from payments due hereunder without Service Provider’s prior written consent.

5.4 Disputed Invoices. If Customer disputes any portion of an invoice, Customer shall: (a) pay the undisputed portion in full by the due date; (b) deliver written notice of the disputed amount, with reasonable supporting detail, within ten (10) days of the invoice date; and (c) work in good faith to resolve the dispute within fifteen (15) days of such notice. Any disputed amount not timely raised shall be deemed accepted.

5.5 Late Fees. All amounts not paid when due shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by Kentucky law, accruing from the due date until paid in full.

5.6 Suspension for Nonpayment. If Customer fails to pay any undisputed amount within thirty (30) days of the due date, Service Provider may, upon five (5) days’ written notice, suspend performance of all Services until all outstanding amounts, including accrued late fees, are paid in full. Suspension shall not constitute a termination or breach by Service Provider, and Customer’s payment obligations shall continue to accrue during any suspension period.

5.7 Collection Costs. Customer shall pay all reasonable costs of collection incurred by Service Provider, including reasonable attorneys’ fees, court costs, and collection agency fees, whether or not litigation is commenced.

5.8 Price Adjustments.

(a) Annual Adjustment. On each anniversary of the Effective Date, Service Provider may increase the Monthly Fee by written notice delivered at least thirty (30) days prior to the anniversary date. Such annual increase shall not exceed five percent (5%) without Customer’s written consent.

(b) Regulatory and Wage Adjustments. If at any time during the Term, Service Provider’s cost of performing the Services materially increases due to: (i) changes in applicable minimum wage or prevailing wage requirements; (ii) changes in federal, state, or local laws or regulations affecting the cost of labor, insurance, or supplies; or (iii) material increases in the cost of cleaning supplies exceeding ten percent (10%) in any twelve-month period, then Service Provider may adjust the Monthly Fee upon thirty (30) days’ written notice to Customer, with reasonable documentation of the increased costs. If Customer does not agree to the adjusted fee, either Party may terminate this Agreement for convenience upon sixty (60) days’ written notice following such disagreement.

6. TERM AND TERMINATION

6.1 Initial Term. This Agreement shall have an initial term of one (1) year from the Effective Date (“Initial Term”).

6.2 Renewal. After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (“Renewal Terms,” and together with the Initial Term, the “Term”) unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Term.

6.3 Termination by Service Provider for Convenience. Service Provider may terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to Customer.

6.4 Termination by Customer for Convenience. Customer may terminate this Agreement upon sixty (60) days’ written notice to Service Provider. If Customer terminates during the Initial Term, Customer shall pay Service Provider an early termination fee equal to two (2) months of the then-current Monthly Fee.

6.5 Termination for Cause. Either Party may terminate this Agreement upon written notice and the failure to cure within 15 days if the other Party:

- (a)** commits a material breach and fails to cure such breach within fifteen (15) days after receiving written notice specifying the breach (or, for payment defaults, within ten (10) days);
- (b)** becomes insolvent, files for bankruptcy, has a petition for bankruptcy filed against it, makes an assignment for the benefit of creditors, or has a receiver or trustee appointed for a substantial portion of its assets;
- (c)** is subject to any levy, seizure, or attachment of a substantial portion of its property; or
- (d)** engages in conduct that, in the reasonable judgment of the terminating Party, poses a material risk to safety, health, or property.

6.6 Immediate Termination by Service Provider. Notwithstanding the foregoing, Service Provider may terminate this Agreement immediately and without a cure period if: (a) Customer fails to maintain a safe working environment as required by Section 8; (b) Customer directs or permits Service Provider’s personnel to perform work involving Hazardous Materials without Service Provider’s prior written consent; or (c) Customer engages in conduct that constitutes fraud, willful misconduct, or a threat to the safety of Service Provider’s personnel.

6.7 Payment Upon Termination. Upon termination or expiration of this Agreement, Customer shall pay Service Provider for: (a) all Services performed through the effective date of termination; (b) any early termination fee owed under Section 6.4; (c) any accrued late fees or collection costs; and (d) the cost of any non-cancellable supplies or commitments reasonably incurred by Service Provider in reliance on the Agreement. Service Provider shall invoice Customer for final amounts within thirty (30) days of termination, and such invoice shall be due Net 15.

6.8 Transition. Upon expiration or termination, Service Provider shall cooperate in a commercially reasonable transition of Services, including returning Customer keys and access credentials within ten (10) business days. Service Provider shall not be required to train or assist any successor service provider. Customer shall return all Service Provider-owned equipment and materials within ten (10) business days.

7. SITE ACCESS AND SAFETY

7.1 Access. Customer shall provide Service Provider with reasonable and timely access to the Facility during the hours specified in the Cleaning Plan. If Customer fails to provide access, Service Provider shall not be responsible for any resulting inability to perform Services, and Customer’s payment obligations shall not be reduced.

7.2 Site Conditions. Customer is solely responsible for maintaining the Facility in a safe condition for Service Provider’s personnel. Customer shall:

- (a) Identify and disclose all known hazards at the Facility, including but not limited to the presence or suspected presence of Hazardous Materials, unsafe structural conditions, active construction, and any area restrictions;
- (b) Maintain adequate lighting, ventilation, and egress in all areas where Services are to be performed;
- (c) Secure or remove all equipment, materials, and valuables that could be damaged during ordinary cleaning operations;
- (d) Provide Service Provider with all relevant site-specific safety rules, emergency procedures, and security protocols prior to the commencement of Services and promptly upon any material change thereto; and
- (e) Notify Service Provider immediately of any spill, release, or discovery of Hazardous Materials in any area where Services are performed.

7.3 Hazardous Materials.

- (a) Service Provider’s Services expressly exclude any work involving the identification, testing, sampling, remediation, abatement, encapsulation, removal, transport, or disposal of Hazardous Materials.
- (b) If Service Provider’s personnel encounter or reasonably suspect the presence of Hazardous Materials during the performance of Services, Service Provider may immediately suspend work in the affected area and notify Customer. Service Provider shall have no obligation to resume work in the affected area until Customer has provided written certification from a qualified environmental professional that the area is safe for cleaning operations.
- (c) Customer shall indemnify and hold harmless Service Provider from any and all claims, losses, damages, costs, and liabilities arising from the presence of Hazardous Materials at the Facility, except to the extent caused by Service Provider’s introduction of Hazardous Materials to the Facility.

7.4 Unsafe Conditions. If Service Provider determines, in its reasonable judgment, that conditions at the Facility pose an unreasonable risk to the safety of its personnel, Service Provider may suspend work at the Facility until the unsafe conditions are corrected. Such suspension shall not constitute a breach by Service Provider.

7.5 OSHA Compliance. Service Provider shall comply with all applicable Occupational Safety and Health Administration (“OSHA”) standards and site-specific safety rules applicable to its personnel and the performance of the Services. Compliance with OSHA standards shall not be construed as an assumption by Service Provider of any responsibility for the overall safety of the Facility, which remains the sole responsibility of Customer as the premises owner or occupier.

7.6 Interference. Customer shall not interfere with, obstruct, or direct the manner or method of Service Provider's performance of the Services. Customer's employees and agents shall not direct, supervise, or exercise control over Service Provider's personnel. Any instructions from Customer regarding the Services shall be communicated solely to Service Provider's designated supervisor.

8. INSURANCE

8.1 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.

8.2 Customer Insurance. Customer shall maintain, at its own cost, (a) property insurance covering the Facility and its contents, and (b) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence. Customer's property insurance shall be primary for any damage to Customer's property, fixtures, or contents.

8.3 Waiver of Subrogation. To the extent permitted by their respective insurance policies, each Party waives all rights of subrogation against the other Party for losses covered by such Party's property insurance.

9. DAMAGE TO CUSTOMER PROPERTY

9.1 Reporting. Service Provider shall promptly report to Customer any damage to Customer's property observed or caused by Service Provider's personnel during the performance of Services.

9.2 Responsibility Standard. Service Provider shall be responsible for direct physical damage to Customer's property to the extent caused by the negligence or willful misconduct of Service Provider's personnel in the performance of the Services, subject to the limitations set forth in Section 11.

9.3 Exclusions. Service Provider shall not be responsible for:

- (a) damage to property that Customer failed to secure or remove as required by Section 7.2(c);
- (b) damage caused by normal wear and tear, pre-existing conditions, or the inherent nature of the surfaces or materials being cleaned;
- (c) damage resulting from Customer's failure to disclose material information about the condition or sensitivity of surfaces, equipment, or materials at the Facility; or
- (d) damage to items of extraordinary or sentimental value not disclosed to Service Provider in writing prior to Services.

9.4 Notice. Customer must provide written notice of any claimed property damage within ten (10) business days of discovery. Failure to provide timely notice shall constitute a waiver of such claim.

10. INDEMNIFICATION

10.1 Service Provider Indemnity. Service Provider shall indemnify and hold harmless Customer and its officers, directors, employees, and agents from and against all third-party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) bodily injury or death caused by the negligent acts or omissions or willful misconduct of Service Provider or its employees or agents in the performance of the Services; or (b) damage to tangible property caused by the negligent acts or omissions or willful misconduct of Service Provider or its employees or agents in the performance of the Services. Service Provider's indemnity obligations under this Section are subject to the limitation of liability set forth in Section 11.

10.2 Customer Indemnity. Customer shall indemnify and hold harmless Service Provider and its officers, members, employees, and agents from and against all third-party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) bodily injury, death, or property damage caused by the negligent acts or omissions or willful misconduct of Customer or its employees or agents; (b) the presence or release of Hazardous Materials at the Facility, except to the extent directly caused by Service Provider; or (c) Customer's failure to maintain safe site conditions as required by Section 7.

10.3 Limitation on Indemnity. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other to the extent that a claim arises from the Indemnitee's own negligence, willful misconduct, or breach of this Agreement. The indemnification obligations of Service Provider under this Section 10 are subject to the aggregate cap set forth in Section 11.1.

11. LIMITATION OF LIABILITY

11.1 Aggregate Cap. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF SERVICE PROVIDER AND ITS OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS, FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (1) THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (2) \$25,000.

11.2 Consequential Damages Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, COST OF COVER, OR LOSS OF GOODWILL, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

11.3 Essential Basis. The Parties acknowledge that the limitations of liability set forth in this Section 11 are an essential element of the bargain between the Parties and reflect a reasonable allocation of risk. These limitations shall apply regardless of whether any limited remedy fails of its essential purpose.

12. COMPLIANCE WITH LAWS

12.1 General. Each Party shall comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders in the performance of its obligations under this Agreement.

12.2 No Assumption of Owner Liability. Service Provider's compliance with applicable law shall not be construed as an assumption of any obligation or liability of Customer as premises owner, occupier, employer, or operator. Customer retains sole responsibility for the safety and regulatory compliance of the Facility, its operations, and its employees.

13. CONFIDENTIALITY

13.1 Definition. "Confidential Information" means any non-public information disclosed by one Party to the other in connection with this Agreement, including but not limited to business operations, financial information, customer and supplier lists, pricing, cleaning methodologies, training programs, and proprietary processes. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the receiving Party gives the disclosing Party reasonable notice of such requirement.

13.2 Obligations. Each Party shall: (a) use the other Party's Confidential Information solely for the purposes of performing its obligations under this Agreement; (b) not disclose such Confidential Information to any third party without the disclosing Party's prior written consent, except to employees, agents, or advisors who need to know such information and who are bound by confidentiality obligations no less protective than those set forth herein; and (c) protect such Confidential Information with the same degree of care it uses for its own confidential information, but not less than a reasonable degree of care.

13.3 Duration. The obligations under this Section 13 shall survive the expiration or termination of this Agreement for a period of three (3) years.

14. INDEPENDENT CONTRACTOR

14.1 Relationship. Service Provider is an independent contractor and not an employee, agent, partner, or joint venturer of Customer. Nothing in this Agreement shall be construed to create any partnership, joint venture, employer-employee, or agency relationship between the Parties.

15. NON-SOLICITATION OF EMPLOYEES OR CONTRACTORS

15.1 Restriction. During the Term and for a period of twelve (12) months following the expiration or termination of this Agreement, Customer shall not, directly or indirectly, solicit, recruit, hire, or engage any employee or

subcontractor of Service Provider who performed Services under this Agreement, or induce any such person to leave the employment or engagement of Service Provider, without Service Provider's prior written consent.

15.2 Liquidated Damages. If Customer breaches Section 15.1, Customer shall pay Service Provider, as liquidated damages and not as a penalty, an amount equal to six (6) months of the hired individual's annualized compensation from Service Provider at the time of departure. The Parties agree that actual damages for such a breach would be difficult to calculate and that this amount represents a reasonable estimate of Service Provider's damages.

16. FORCE MAJEURE

16.1 Excuse. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by events beyond its reasonable control ("Force Majeure Events"), including but not limited to: acts of God; fire; flood; earthquake; epidemic; pandemic or public health emergency, including quarantine or government-ordered employee restrictions; explosion; war; terrorism; civil unrest; government orders or actions; strikes, lockouts, or labor disputes; supply chain disruptions; utility failures; or severe weather events.

16.2 Notice. The Party invoking this Section shall give prompt written notice to the other Party describing the Force Majeure Event and its expected duration. The invoking Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

17. DISPUTE RESOLUTION

17.1 Escalation. The Parties agree to attempt in good faith to resolve any dispute arising under or relating to this Agreement through the following escalation process before resorting to litigation:

(a) The designated contacts for each Party shall have fifteen (15) business days from written notice of the dispute to resolve the matter;

(b) If the contacts are unable to resolve the dispute, the matter shall be escalated to a senior representative of each Party (e.g., Service Provider's Owner and Customer's Property Manager or equivalent), who shall have fifteen (15) additional business days to resolve the dispute.

17.2 Continued Performance. Both Parties shall continue performing their respective obligations under this Agreement in good faith during the dispute resolution process, except that Service Provider shall not be required to continue performance if Customer is in material payment default.

17.3 Litigation. If the dispute is not resolved through the escalation process, either Party may pursue any remedy available at law or in equity. The prevailing Party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

18. MISCELLANEOUS

18.1 Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and communications, whether written or oral.

18.2 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

18.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. If a court determines that any provision is overbroad, such provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

18.4 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Fayette County, Kentucky, and each Party hereby consents to the personal jurisdiction and venue of such courts.

18.5 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person; (b) on the date sent by email if sent during normal business hours, or on the next business day if sent after business hours; or (c) three (3) business days after being sent by certified mail, return receipt requested, to the addresses set forth above or to such other address as a Party may designate in writing.

18.6 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any further exercise of that right or any other right.

18.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that Service Provider may assign this Agreement without consent in connection with a merger, acquisition, or sale of substantially all of its assets.

18.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement shall confer any rights upon any person or entity other than the Parties.

18.9 Survival. The following provisions shall survive the expiration or termination of this Agreement: Sections 5 (to the extent of amounts accrued), 9, 10, 11, 13, 15, 17, and 18.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

The Parties have executed this Agreement as of the Effective Date.

SERVICE PROVIDER: LexClean LLC

By: _____

Name: Aram Street

Title: Owner

Date: _____

CUSTOMER: [INSERT LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

CLEANING PLAN AND SCOPE OF SERVICES

[To be completed for each Customer engagement. The Cleaning Plan should include:]

1. Facility address(es) and description
2. Specific areas and surfaces to be serviced (with square footage if applicable)
3. Cleaning tasks and frequencies (daily, weekly, monthly, quarterly, annual)
4. Hours of access and any scheduling restrictions
5. Site-specific safety requirements and restricted areas
6. Customer-supplied items and designated storage areas
7. Special equipment or supply requirements
8. Key contacts and emergency procedures
9. Monthly Fee: \$ _____
10. Pass-through supply budget (if applicable): \$ _____
11. Effective date of Cleaning Plan

SERVICE PROVIDER: LexClean LLC

By: _____ Date: _____

CUSTOMER: [INSERT LEGAL NAME]

By: _____ Date: _____

EXHIBIT A

CLEANING PLAN AND SCOPE OF SERVICES

A. PROJECT IDENTIFICATION

Customer Legal Name:	
Facility Name / Site ID:	
Facility Address:	
Facility Type:	[Office / Warehouse / Manufacturing / Mixed-Use / Other]
Approximate Square Footage:	
Number of Floors / Buildings:	
Agreement Effective Date:	
Cleaning Plan Effective Date:	
Monthly or Bi-Weekly Fee:	\$
Billing Frequency:	[Monthly / Bi-Weekly]

Key Contacts

	Service Provider	Customer	After-Hours
Primary Contact			
Phone			
Email			
Escalation Contact			

B. SERVICE SCHEDULE AND ACCESS

B.1 Service Schedule

Day	Start Time	End Time	Notes / Restrictions
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

B.2 Access and Security

Access Method: [Key / Badge / Code / Escort Required / Other: _____]

Alarm System: [Yes / No] Code Provided: [Yes / No] Protocol: _____

Restricted Areas:

List all areas or rooms requiring escort, special clearance, or that are off-limits:

B.3 Holidays and Closures

Services will NOT be performed on the following dates unless otherwise agreed in writing:

[List observed holidays or annual closures. Typical: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.]

Customer shall provide at least five (5) business days' written notice of any unscheduled closure. If a scheduled service day falls on a holiday or closure, the service will be performed on the next scheduled service day unless otherwise agreed.

C. SCOPE OF SERVICES

The following tables define the specific cleaning tasks, areas, and frequencies included in this Cleaning Plan. Tasks not listed below are outside the scope of Services and require a written Change Order with separate pricing.

Frequency Key: D = Daily | 2x = Twice Weekly | W = Weekly | BW = Bi-Weekly | M = Monthly | Q = Quarterly | A = Annually | AR = As Requested (Change Order)

C.1 Common Areas, Lobbies, and Corridors

COMMON AREAS / LOBBIES / CORRIDORS		
Task	Frequency	Notes / Special Instructions
Vacuum carpeted areas	D	
Dust mop / damp mop hard surface floors	D	
Spot clean glass entry doors and sidelights	D	
Empty trash receptacles and replace liners	D	
Wipe and sanitize high-touch surfaces (handles, switches, buttons, railings)	D	
Dust horizontal surfaces (ledges, sills, furniture)	W	
Vacuum upholstered furniture	M	
Clean and polish elevator interiors (walls, tracks, thresholds)	W	
Burnish / buff hard surface floors	AR	Change Order may apply
Strip, seal, and refinish hard surface floors	AR	Change Order may apply
Deep clean / extract carpets	AR	Change Order may apply
Clean interior windows (ground floor, reachable)	AR	Change Order may apply

C.2 Restrooms**Number of restrooms:** _____ **Total fixtures:** _____

RESTROOMS		
Task	Frequency	Notes / Special Instructions
Clean and sanitize toilets, urinals, and fixtures	D	
Clean and sanitize sinks, countertops, and faucets	D	
Clean mirrors	D	
Empty trash receptacles and replace liners	D	
Refill soap, towel, and tissue dispensers	D	Customer-supplied consumables
Mop floors	D	
Clean and sanitize partitions, handles, and high-touch surfaces	D	
Wipe down walls and tile (spot clean)	W	
Deep clean grout and tile	AR	Change Order may apply

C.3 Break Rooms and Kitchen Areas

BREAK ROOMS / KITCHEN AREAS		
Task	Frequency	Notes / Special Instructions
Wipe and sanitize countertops, tables, and chairs	D	
Clean sink and faucet	D	
Clean exterior of microwave, refrigerator, and appliances	D	Interior cleaning excluded unless noted
Empty trash and recycling; replace liners	D	
Sweep and mop floors	D	
Wipe cabinet fronts and handles	W	
Clean interior of microwave	W	
Clean interior of refrigerator and dispose of expired items	W	Requires 48-hr posted notice to occupants

C.4 Office and Administrative Areas

OFFICE / ADMINISTRATIVE AREAS		
Task	Frequency	Notes / Special Instructions
Empty trash receptacles and replace liners	D	
Vacuum carpeted areas	D	
Dust mop / damp mop hard surface floors	D	
Wipe and sanitize desktops, phones, and shared equipment	D	Items left on desks will not be moved
Wipe high-touch surfaces (handles, switches)	D	

Dust horizontal surfaces (shelves, ledges, sills)	W	
Dust monitor screens and keyboards (compressed air / microfiber)	W	
Vacuum under desks and furniture (where accessible)	M	
Clean interior partition glass and office glass doors	M	

C.5 Conference and Meeting Rooms

CONFERENCE / MEETING ROOMS		
Task	Frequency	Notes / Special Instructions
Wipe and sanitize conference tables and chairs	D	
Vacuum / mop floors	D	
Empty trash	D	
Clean whiteboards (dry erase only)	AR	Frequency and locations must be disclosed prior to contract start
Dust AV equipment exteriors	W	No liquids on AV equipment
Vacuum upholstered chairs	M	

D. ADDITIONAL SERVICES (CHANGE ORDER REQUIRED)

The following services are available upon request and require a separate written Change Order with pricing before work begins:

Service	Estimated Price	Frequency
Carpet deep extraction / steam cleaning		
Hard floor strip, seal, and refinish		
Pressure washing (exterior or interior)		
Post-construction cleanup		
Event setup / teardown cleaning		
Window cleaning (interior above ground floor / exterior)		
High dusting (above 10 feet)		
Upholstery deep cleaning		
Emergency / after-hours cleaning		
Move-in / move-out cleaning		
Seasonal deep cleaning		
Other: _____		

E. SUPPLIES AND EQUIPMENT

E.1 Service Provider-Furnished

Service Provider shall furnish all cleaning chemicals, tools, and equipment necessary to perform the Services, including but not limited to: vacuum cleaners, mops, brooms, cleaning solutions, disinfectants, and glass cleaners for Service Provider's use.

E.2 Customer-Furnished Consumables

Customer shall maintain adequate supplies of the following items in designated janitorial storage areas. Failure to maintain adequate supplies shall not constitute a deficiency in Service Provider's performance.

- Hand soap / foam soap refills
- Paper towels / roll towels
- Toilet tissue
- Seat covers
- Feminine hygiene products (if applicable)
- Trash liners (if Customer prefers a specific brand/size)
- Other: _____

Janitorial Storage Location(s): _____

Water and electrical access confirmed: [Yes / No] **Location:** _____

F. SAFETY AND SITE CONDITIONS

F.1 Known Hazards and Disclosures

Customer shall disclose all known hazards below. Failure to disclose material hazards constitutes a breach of the Agreement and triggers Customer's indemnification obligations under Section 10.2 of the Agreement.

Are Hazardous Materials present at the Facility? [Yes / No]

If yes, describe materials and locations:

Is asbestos-containing material (ACM) present? [Yes / No / Unknown]

If yes, location of ACM survey / management plan: _____

Lead paint present? [Yes / No / Unknown]

Mold or moisture issues? [Yes / No / Unknown]

Active construction or renovation areas? [Yes / No]

Areas with unusual slip, trip, or fall risks? [Yes / No]

If yes to any of the above, describe: _____

F.2 Lockout/Tagout Requirements

If Services are performed in or near areas with active machinery, Customer shall ensure all applicable equipment is locked out and tagged out before Service Provider's personnel enter the area. Service Provider's personnel are not authorized to perform lockout/tagout procedures on Customer's equipment.

F.3 Site-Specific Safety Rules

Customer shall provide all site-specific safety rules, emergency procedures, and PPE requirements prior to the commencement of Services. Attach additional pages if needed.

Required PPE beyond standard cleaning operations: _____

Emergency assembly point: _____

Fire alarm / evacuation procedure provided: [Yes / No]

SDS (Safety Data Sheets) location: _____

Facility orientation / safety training required before start: [Yes / No]

If yes, Customer contact to schedule: _____

G. PERFORMANCE STANDARDS AND QUALITY METRICS

The following standards apply to Service Provider's performance. These are reasonable guidelines, not guarantees of specific outcomes. Factors beyond Service Provider's control (facility age, traffic volume, pre-existing conditions) may affect results.

G.1 General Standards

Category	Standard
Restrooms	All fixtures sanitized; no visible soil, scale, or odor; dispensers filled; floors dry and clean
Hard Floors	Swept/mopped with no visible debris, streaks, or standing water; baseboards free of buildup
Carpeted Areas	Vacuumed; spots treated; no embedded debris in traffic areas
Surfaces / Dusting	Horizontal surfaces free of visible dust; high-touch surfaces sanitized; no streaks on glass
Trash / Recycling	All receptacles emptied; liners replaced; no overflow or odor
Industrial Areas	Production floors swept/scrubbed per schedule; debris cleared; no residue on equipment

G.2 Inspection and Reporting

Supervisor walk-throughs: [Weekly / Bi-Weekly]

Management inspections: Quarterly

Joint walk-throughs with Customer: [Monthly / Quarterly / Upon Request]

Inspection results and corrective action reports are available to Customer upon request.

H. PRICING

Item	Amount
Monthly Service Fee (recurring Services per this Cleaning Plan)	\$
Estimated Monthly Pass-Through Supplies	\$
One-Time Mobilization / Startup Fee	\$
Initial Deep Clean	\$

Pricing is based on the scope, frequencies, and conditions described in this Cleaning Plan. Material changes to square footage, headcount, facility use, or service frequency may require a Change Order with adjusted pricing. Annual price adjustments are governed by Section 5.8 of the Agreement.

I. SPECIAL CONDITIONS AND NOTES

Record any site-specific conditions, client preferences, or deviations from standard terms:

J. ACCEPTANCE

By signing below, both Parties acknowledge and agree that this Cleaning Plan constitutes Exhibit A to the Commercial Cleaning Services Agreement dated _____ and is incorporated therein by reference. Any conflict between this Cleaning Plan and the Agreement shall be resolved in favor of the Agreement.

SERVICE PROVIDER: LexClean LLC

By: _____

Name: Aram Street

Title: Owner

Date: _____

CUSTOMER: [INSERT LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____