

Maintenance Agreement



**The Reserve at James Island
10961 Burnt Mill Rd.
Jacksonville, FL 32256**

Terms:

1. CORVUS Monthly Charge will be:

 \$415 per month (plus applicable tax), to include 3 time(s) per week service.

Initial _____

2. All nightly services will be performed as listed and scheduled per this agreement with the exception of the legal holidays listed here: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no rebate of contract price for a holiday.
3. **CUSTOMER** acknowledges access to facility by customer employees following service, as in the case of a "three shifts" or "twenty four hour" facility, wherein areas are soiled by said employees, shall not constitute a material deficiency of specifications.
4. CORVUS will supply all electric equipment and cleaning chemicals necessary to fulfill the terms of this agreement unless indicated to the contrary above.
5. CORVUS will perform all tasks as required under the terms of this Agreement, unless circumstances caused by an act of God, strike, war, or other conditions beyond the control of CORVUS occur that prevent scheduled tasks from being completed in a safe and proper manner.
- ★ 6. **CUSTOMER** shall supply bin liners, hand soap, hand towels, and toilet tissue at **CUSTOMER'S** sole expense. CORVUS will supply cleaning chemicals necessary to fulfill the terms of this Agreement at CORVUS sole expense.
7. **CUSTOMER** agrees CORVUS is a contracted agent.
8. Any modifications to specifications, or areas serviced within **CUSTOMER** facility, or requests for changes in personnel must be submitted in writing, and must be agreed upon by both parties to this Agreement.
9. **CUSTOMER** shall be responsible for liquidations charges equal to three (3) months contract billing in the event of premature cancellation of services or material breach of contract; this sum shall constitute forfeiture not a penalty.
10. **CUSTOMER** acknowledges that CORVUS Cleaning Crews are not authorized to negotiate on behalf of CORVUS or make any changes to this Agreement.
11. Other services performed on request:
12. The term of this Agreement shall be for twelve (12) months beginning on the date services are to start at the location listed in this Agreement and automatically renew for an additional one year period upon each anniversary date unless either party shall notify the other party in writing prior to at least forty-five days (45) of the anniversary date of its election not to renew for the additional one (1) year period. In that event, this Agreement shall expire on the anniversary date of the then current twelve (12) month period and shall be of no force and effect thereafter. ~~In the event of a renewal, the negotiated monthly charge shall increase by 2.0%, and shall continue to increase by the aforementioned amount upon each anniversary date.~~

SS
11-14-19



- 13. If a party to this cleaning contract fails to perform material specifications ("the non-performing party"), the party claiming non-performance ("the claiming party") will send the non-performing party written notice by certified mail, specifying and listing the precise manner of material non-performance. This notice will provide that the non-performing party will have (30) 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 thirty (30) day period, the claiming party may then terminate this Agreement by sending the non-performing party a thirty (30) day notice of termination. Because response to potential deficiencies is vital to maintaining the Agreement, **CUSTOMER** acknowledges that certified mail shall be used to communicate deficiencies. Notification not in absolute compliance with the aforementioned method of communication shall not be recognized as valid notification of deficiency or termination.
- 14. **CUSTOMER** agrees to work in good faith to meet and inspect with **CORVUS** Management should material deficiencies arise; **CUSTOMER** recognizes that, from time to time, at its sole discretion, **CORVUS** may change cleaning crews.
- 15. **CORVUS** shall not be responsible for wear and tear, dilapidation or poor previous upkeep of any or all parts of **CUSTOMER** facility, including but not limited to old carpeting and unfinished flooring.
- 16. Upon acceptance of the terms of this Agreement and written signature approval by both sides, a start date for services to begin shall be agreed upon by both **CUSTOMER** and **CORVUS**. **CUSTOMER** agrees to pay the total minimum sum per month as listed above no later than thirty (30) days following receipt of the invoice for the proforma period. In the event of default on payment, **CUSTOMER** agrees to pay **CORVUS** attorney's fees and costs for collection.
- 17. During the term of this Agreement or in the event of termination for any cause, **CUSTOMER** shall not solicit employment of any **CORVUS** employees, Franchise Owners, subcontractors, or other authorized representatives of **CORVUS** for a period of eighteen (18) months.
- 18. Any written notice shall be deemed to have been given three (3) business days after being deposited in the mail as certified.
- 19. The laws of the state where the facility is located shall govern this Agreement.

CUSTOMER

AUTHORIZED SIGNATURE: [Signature] DATE: 11/20/19 START DATE: 1/1/2020

PRINT NAME: TRAY LEWIS

CORVUS

AUTHORIZED SIGNATURE: _____ DATE: _____

AGREEMENT COMMENCEMENT: _____ OF _____, 20__.