

# General Service Agreement

This Service Agreement (Agreement) is made effective this January 1, 2022 by and between **Swept Away Janitorial LLC** hereinafter referred to as “Contractor” and **The Foundation of Arts-Forum Theater** hereinafter referred to as “Client.”

NOW, THEREFORE, the parties hereto agree as follows:

## 1. GENERAL DUTIES

- a. At all times, Contractor shall perform all duties hereto outlined in a professional, ethical, and businesslike manner. Contractor shall make every possible effort to ensure the proper delivery of services as outlined in this Agreement. Client will make a designated representative available to Contractor when challenges are arising so that equitable solutions to any potential challenges can be established.

## 2. CHEMICALS, SUPPLIES AND EQUIPMENT

- a. Contractor shall supply all supplies and equipment necessary to provide janitorial services as outlined in this Agreement.
- b. Consumables such as liners, toilet paper, paper towels, soap, sanitary napkins, toilet seat covers, and deodorizers are included in the above listed price for services.
- c. Contractor shall stock enough paper goods, hand soap, and liners to not run out in between service times.

## 3. PERSONNEL / EEOC POLICY

- a. All matters pertaining to the recruitment, screening, hiring, and retention of employees shall be the exclusive responsibility of Contractor. Contractor shall adhere to all local, state, and federal laws concerning Equal Employment Opportunity laws and shall not discriminate based on race, religion, sex or age. Contractor shall comply with all local, regional, and federal regulations relative to payroll taxes, unemployment, general liability, minimum wage, health care, etc.
- b. Any employee of Contractor may be removed from the site work force upon written request of Client.

## 4. NON-SOLICITATION

- a. During the term of this agreement and for a period of twelve (12) months following termination, Client shall not, directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Contractor without first obtaining written consent of Contractor.

## 5. INSURANCE

- a. Contractor shall be fully insured with general liability and workers compensation policies. Upon the execution of a signed agreement between Contractor and Client, Client may request a copy of Contractor’s proof of insurance in accordance with the requirements of Client.

## 6. CONTRACT COMPLIANCE

- a. Contractor management shall work closely with a designated Client representative or representatives to ensure compliance with the requirements of this Agreement. Contractor shall additionally assign an off-site manager who will be responsible for day-to-day compliance of this Agreement. Contractor shall provide the contact information of this manager to Client.
- b. Prior to signing any agreement for services, Client shall provide to Contractor a list of defined services, or Scope of Work (SOW), that are to be performed at Client's facility. If Client does not have a SOW, Contractor shall provide one that is consistent with the agreed upon price. Contractor and Client should agree on the SOW prior to any signed agreement for services. A copy of the agreed upon SOW shall be included with this Agreement.

## 7. SAFETY

- a. Contractor shall train all employees on a regular basis to ensure said employees understand and comply with the safety procedures of Client. In addition to the safety requirements of Client, Contractor shall ensure that all employees are trained how to properly adhere to all local, state, and federal regulations concerning safety in the workplace.

## 8. STORAGE/OFFICE

- a. Client shall make every possible effort to provide Contractor with an area to safely store any and all equipment, chemicals, small tools, and office supplies needed to execute this Agreement. Contractor shall be responsible for the security of all items within this defined area. Any damage to assigned storage areas that would be attributed to "normal wear and tear" shall not be charged, invoiced, or billed to Contractor. Client may not deduct costs for any damage from Contractor billing without first obtaining an agreement in writing from Contractor.

## 9. PRICING ADJUSTMENT

- a. The pricing for this Agreement is as defined in the pricing section of the general provisions. However, it shall be understood that prices for services may need to be adjusted on occasion based on any increases in the federal or state minimum wage, State or Federal unemployment taxes, workers compensation, general liability, FICA, or any new taxes or fees imposed by Local, State, and Federal government agencies. In the event of the need to increase the cost for services to Client by Contractor pursuant to this subsection, Contractor must first obtain approval from Client. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- b. It is understood that Contractor desires to pay an acceptable living wage to its employees in exchange for work provided at Client's facility. In consideration of this desire, Contractor may request a price increase to yearly services for the purposes of providing a cost-of-living increase for employees of Contractor. The amount of this increase shall not exceed the national CPI. In the event of a request of an increase by Contractor pursuant to this subsection, Client may approve said increase at its discretion. It is understood that this increase does not constitute a need for a re-bid process for this agreement.
- c. In the event of an increase or decrease to Contractor's price for services for any reason, Contractor and Client may amend this document with an addendum which shall list out any and all price adjustments and shall also include the purpose for any said price increase.

- d. Should Client request a change in services as a result of opening a new building, unit, wing or from the permanent closing of a building, unit or wing and should such change result in a change of costs to contractor, the monthly price for services shall be adjusted by the projected change in costs to Contractor with an addendum to this contract.

#### 10. EXTRA LABOR

- a. It is understood, that from time to time, Client may have the need for labor services outside of the scope of work. Within the scope of janitorial services charges for any extra labor will be \$19.75 per hour for regular work and \$30.00 for overtime, weekend, and holiday work.

#### 11. INVOICING AND NON-PAYMENT

- a. Contractor will invoice Client for contracted services with payment expected at conclusion of service for the month that service is billed. (*EXAMPLE: Contractor will pre-bill for December services at the first of December with payment expected by the end of December.*)
- b. Any challenges to this provision shall be discussed and any and all alternative agreements should be documented and agreed to prior to the execution of any signed agreement between Contractor and Client.
- c. It is understood by both parties that Contractor requires prompt payment for services to operate effectively. As such, in the event of Client's failure to provide payment to Contractor for services rendered within sixty (60) days from the issuance of an invoice for services pursuant to this subsection, Contractor may terminate this agreement with immediate effect. It is understood, in the event of non-payment Contractor will employ any and all legal means of collecting owed monies for services provided.
- d. It is understood that Contractor shall collect all sales and use taxes as required by state, county, and city governments that the work shall be performed in.

#### 12. INCLEMENT WEATHER

- a. In the event of inclement weather such as snow or ice, Contractor shall make every effort possible to ensure services are performed. However, it is understood that occasions may arise where getting employees to work is not possible due to roads being considered unsafe. In these instances, Contractor shall work with Client to determine an action plan and what will and will not be accomplished on these days.

#### 13. LENGTH OF CONTRACT

- a. The initial term on this Agreement shall commence on January 1st, 2022 and it shall continue in effect for a period of one (1) year. Thereafter, upon mutual agreement between Client and Contractor, this Agreement shall continue a yearly basis at the mutually agreed to price, including all price increases or reductions. If no price increase shall occur, and there is no written communication to Contractor indicating Client's desire to discontinue services, an automatic extension to this Agreement of one (1) year of will take effect.

#### 14. TERMINATION

- a. This agreement may be terminated by Client or Contractor with or without cause by giving at least thirty (30) days' notices in writing on company letterhead and delivered by mail or email to Contractor. In the event of termination by Client pursuant to this subsection, Client may immediately relieve Contractor of all daily duties, provided that Client shall pay

Contractor at the then applicable monthly billing rate to the termination date included in the original termination notice.

#### **15. FINAL AGREEMENT**

- a. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

#### **16. GOVERNING LAW**

- a. This Agreement shall be construed and enforced in accordance with the laws of the state of Arkansas.

#### **17. HEADINGS**

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

#### **18. SEVERABILITY**

- a. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

#### **19. ARBITRATION**

- a. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Craighead County, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

20. ACCEPTANCE OF TERMS


IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**CONTRACTOR**

Swept Away Janitorial LLC

Print Name: Banthe Kevin Munoz

Title: President

Signature:  \_\_\_\_\_

Date: December 18, 2021

**CLIENT**

**The Foundation of Arts-Forum Theater**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**22. PRICE FOR SERVICES**

Client agrees to pay contractor:

PRODUCTS AND SERVICES			
Product Name	Line-Item Description	Monthly Price	Annual Price
Night Cleaning	3 Days Per Week	\$1,030.94	\$12,371.28
	Sales Tax (8.5%):	\$87.63	\$1,051.56
	<b>Total Cost:</b>	<b>\$1,118.57</b>	<b>\$13,422.84</b>

APPROVAL OF PRICING:  
CLIENT

\_\_\_\_\_  
Client Legal Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_