

Jani-King of MInnesota, Inc. 5930 Shingle Creek Pkwy. Brooklyn Center, MN 55430 (763) 746-7333 Fax: (763) 746-7334

Other

Franchising Centers

United States
Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
arlotte • Chicago

Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads

Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile

Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego

San Francisco • Seattle Southeast Mississippi

Tampa Bay • Tucson Tulsa • Washington, D.C.

Australia Belgium Brazil

> Canada France

Great Britain

Hong Kong Korea

Mexico

New Zealand

Portugal

Spain

Taiwan

May 27, 2014

The City of Lake Elmo Adam Bell 3800 Laverne Ave North Lake Elmo, MN 55042

Dear Adam:

Thank you for meeting with me and discussing your housekeeping needs for your facility. Jani-King of Minnesota, Inc. appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, including the cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Each Jani-King representative is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Workers' Compensation, Destruction, Dishonesty, and Disappearance Crime Insurance and Lost Key Insurance.

Please contact me in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Mark Hunter **Account Executive** (763) 746-7337

THE JANI-KING FRANCHISING CONCEPT

JANI-KING is a commercial cleaning service, in the business since 1969, that has dramatically changed the commercial cleaning and maintenance industry.

JANI-KING recognized years ago that serious problems existed with conventional cleaning services. These problems stemmed from a lack of proper supervision and communication and little concern about a job well done. At **JANI-KING**, we realize that quality work is directly related to the individual workers' training, motivation and supervision. Locating quality individuals who possess the ability to consistently supervise and motivate cleaning personnel can solve these problems.

At **JANI-KING**, we look for an individual who will care as much about your building as you do. Because we cannot provide individuals with ownership in your company or your building, acts which would surely promote the quality and concern we look for, we offer individuals ownership in a business - a **JANI-KING** franchise.

The JANI-KING FRANCHISING CONCEPT has enabled us to provide clients throughout the world, both large and small, with a business person who has the intelligence, attitude, desire and determination to maintain the high cleaning standards that you demand for your building.

Each JANI-KING AUTHORIZED FRANCHISEE has successfully completed an extensive training program and, as a member of our team, has the procedures, personnel, equipment, insurance, bonding and support necessary to become an integral part of your maintenance program. Our franchisees' concern - the dedication to your building -cannot be equaled.

It is a pleasure to share the **JANI-KING** program with you, a program that has been the answer to cleaning problems encountered by building managers throughout the world.

Please do not hesitate to call us for any additional information you might need.

GENERAL PROCEDURES

I. SUPERVISION

- JANI-KING will stay in close contact with the management concerning all work performed.
- All JANI-KING personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- All personnel will be checked regularly as to performances and ability to maintain **JANI-KING** standards.

II. WAGE SCALE

- All personnel will be paid no less than the minimum wage required by Federal Law.
- Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. SECURITY PROCEDURES AND INSURANCE

- **JANI-KING** representatives will work closely with management in regard to the use of acceptable personnel.
- Before leaving the building, **JANI-KING** personnel will check to ensure that the building is properly secured.
- JANI-KING will provide all necessary insurance and bonds on all JANI-KING personnel.



CERTIFICATE OF LIABILITY INSURANCE 6/1/2014

DATE (MM/DD/YYYY) 5/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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JANI-KING® MAINTENANCE AGREEMENT

This M King")	aintenance Agreemer andCity	of Lake Elmo	s made as of the Eff ("Client"		by and between Ja	nn-King of Min	inesota , Inc. ("Jani-
1. PERFORMANCE OF SERVICES							
1.2. The 1.3. Jan 1.4. The	formance of the servi e term of this Agreen il-King will provide the e Services shall be pe il-King agrees to prov	nent shall be for or he services describ rformed at the loc	ne (1) year from the bed in Exhibit A ("S cation(s) listed on Ex	date services are s ervices") to the "N thibit A of this Ag	cheduled to begin. amed Areas" which eement.	ch are defined in Ext	hibit A.
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured.

In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice

4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this day of

Jani-King of Minnesota , Inc.	City of Lake Elmo Client Name
Signature of Jani-King's Authorized Agent	Signature of Client's Authorized Agent
Mark Hunter/Account Executive Print Name/Title	Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
5930 Shingle Creek Parkway	3800 Laverne Avenue N
Address	Address
Brooklyn Center, MN 55430	Lake Elmo, MN 55042
City, State, ZIP	City, State, ZIP

EXHIBIT A

Cleaning Schedule & Pricing Schedule

CLEANING SCHEDULE

One (1) time per week, Saturday, between the hours of 8:00am and 11:00pm.

Location Where Services Will Be Performed:

BUSINESS NAME: City of Lake Elmo

ADDRESS: 3800 Laverne Avenue N

Lake Elmo, MN 55402

A. Entrance(s), Lobby, Reception Area

Empty all trash receptacles, replace liners, as needed, and remove trash to a collection Weekly point. (Client to furnish trash receptacles liners) Squeegee both sides of glass doors removing prints and smudges; wipe frames. Weekly Vacuum walk off mats and traffic lanes. Weekly Weekly Spot treat soiled carpet areas. Dust mop hard surface floors. Weekly Weekly Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture. Police outside area including sidewalks, etc. removing all litter and debris. Weekly Weekly Dust all horizontal and vertical surfaces. Thoroughly vacuum all carpeting, taking care to get into corners, along edges and Monthly beneath furniture. Spot wipe walls, light switches and doors removing fingerprints, smudges, and spills. Monthly Complete all high dusting, including exhaust fans and air ventilators within reach. Monthly Thoroughly wash windows (interior and exterior on ground level; interior only on Quarterly second/etc. floor) and partition glass on both sides. Damp wipe all window/glass frames. (Weather permitting) Dust horizontal blinds. **Ouarterly**

B. Hallways, Stairwells

Empty all trash receptacles, replace liners, as needed, and remove trash to a collection weekly point. *(Client to furnish trash receptacles liners)*Spot wipe partition glass removing prints and smudges.

Weekly

Thoroughly dust all horizontal and vertical surfaces, including windowsills, ledges, moldings, telephones, pictures, office furniture and all manner of furnishings.	Weekly
Clean drinking fountain(s) or water cooler(s) removing watermarks and splashes on sides, fronts and surrounding walls.	Weekly
Vacuum traffic lanes.	Weekly
Dust mop all hard surface floors.	Weekly
Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.	Weekly
Spot treat soiled carpet areas.	Weekly
Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.	Monthly
Spot wipe walls, light switches and doors removing fingerprints, smudges, and spills.	Monthly
Complete all high dusting, including exhaust fans and air ventilators within reach.	Monthly
Thoroughly wash windows (interior and exterior on ground level; interior only on second/etc. floor) and partition glass on both sides. Damp wipe all window/glass frames. (Weather permitting)	Quarterly
Dust horizontal blinds.	Quarterly
C. General Offices, Conference/Training Room, Work Area	
Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacles liners)	Weekly
Thoroughly dust all horizontal and vertical surfaces, including desktops, files, windowsills, ledges, moldings, chair bases, telephones, computers, pictures, office furniture and all manner of furnishings.	Weekly
Vacuum traffic lanes.	Weekly
Dust mop all hard surface floors.	Weekly
Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.	Weekly
Spot treat soiled carpet areas.	Weekly
Thoroughly vacuum all carpeting, taking care to get into corners, along edges and beneath furniture.	Monthly
Spot wipe walls, light switches and doors removing fingerprints, smudges, and spills.	Monthly
Complete all high dusting, including exhaust fans and air ventilators within reach.	Monthly
Damp wipe telephones with disinfectant.	Monthly
Thoroughly wash windows (interior and exterior on ground level; interior only on second/etc. floor) and partition glass on both sides. Damp wipe all window/glass frames. (Weather permitting)	Quarterly
names. ("reuner permuing)	
Dust horizontal blinds.	Quarterly

D. Restrooms (3) Three

Empty all trash and sanitary napkin receptacles, replace liners, as needed and wipe receptacles clean. Remove trash to a collection point. (Client to furnish trash receptacles liners)	Weekly
Stock towels, tissue, and hand soap. Wipe/polish dispensers as needed. (Client to furnish supplies)	Weekly
Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.	Weekly
Toilet seats to be wiped clean on both sides.	Weekly
Scour and sanitize all basins. Polish bright work.	Weekly
Remove splash marks from walls around basins.	Weekly
Dust horizontal surfaces, including partitions, top of mirrors, and frames. Clean and polish mirrors.	Weekly
Sweep or dust mop hard surface floor.	Weekly
Mop and rinse hard surface floor.	Weekly
Report any restroom repairs needed to the maintenance department.	Weekly
Wipe all restroom partitions on both sides.	Monthly
Pour fresh water down floor drains to refresh water in the sewer line.	Monthly
Spot wipe walls, light switches and doors removing fingerprints, smudges, and spills.	Monthly
Complete all high dusting, including exhaust fans and air ventilators within reach.	Monthly
Machine strip all tile floors, taking care to get into corners, along edges and beneath furniture. Rinse, reseal and refinish all tile floors.	Quarterly
Thoroughly scrub and rinse ceramic floors.	Quarterly
E. Break Room, Coffee Station	
Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. <i>(Client to furnish trash receptacles liners)</i>	Weekly
Wipe clean fronts, tops, and sides of trash receptacles.	Weekly
Stock and wipe/polish dispensers as needed. (Client to furnish supplies)	Weekly
	WCCKIY
Damp wipe counters to remove coffee rings and spillage.	Weekly
Clean and damp wipe tables and chairs.	•
	Weekly
Clean and damp wipe tables and chairs.	Weekly Weekly
Clean and damp wipe tables and chairs. Clean and sanitize sink. <i>(Client responsible for dishes)</i> Clean drinking fountain(s) or water cooler(s) removing watermarks and splashes on	Weekly Weekly Weekly
Clean and damp wipe tables and chairs. Clean and sanitize sink. <i>(Client responsible for dishes)</i> Clean drinking fountain(s) or water cooler(s) removing watermarks and splashes on sides, fronts and surrounding walls.	Weekly Weekly Weekly Weekly
Clean and damp wipe tables and chairs. Clean and sanitize sink. (Client responsible for dishes) Clean drinking fountain(s) or water cooler(s) removing watermarks and splashes on sides, fronts and surrounding walls. Spot clean cabinets and exterior of appliances to present a neat appearance.	Weekly Weekly Weekly Weekly

Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.	Weekly
Spot wipe walls, light switches and doors removing fingerprints, smudges, and spills.	Monthly
Complete all high dusting, including exhaust fans and air ventilators within reach.	Monthly
Thoroughly wash windows (interior and exterior on ground level; interior only on second/etc. floor) and partition glass on both sides. Damp wipe all window/glass frames. (Weather permitting)	Quarterly
Dust horizontal blinds.	Quarterly

F. Building Grounds

Notify management of any concerns on facility using our memo pad system.

G. Janitor Closets

Clean, arrange and inspect equipment and chemicals in specified areas. Maintain sink, Weekly shelves, floor and walls clean and in orderly manner.

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the monthly charge of:

Two Hundred Thirty Five Dollars (\$235.00) (Tax Not Included)

Client's Authorizing Signature / Date	Jani-King Signature / Date
Chem a Aumorizing bighature / Date	Jam-King Signature / Date
	Mark Hunter / Account Executive
Print Name / Title	Print Name / Title

Weekly