

JAN-PRO™

CLEANING & DISINFECTING

JAN PRO OF ARKANSAS



JAN-PRO™
FRANCHISE DEVELOPMENT

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees.

Dear Luann,

Thank you for your interest in partnering with JAN-PRO Cleaning & Disinfecting and the opportunity to provide you with a customized plan and proposal tailored to your specific location's needs. The plan and proposal have been meticulously prepared based on our in-depth discussion and thorough facility walkthrough.

At JAN-PRO Cleaning & Disinfecting we understand the positive impact a clean and safe environment can have on your team, clients, and your overall business, including benefits such as minimizing the transmission of germs and helping to maintain allergen control. These benefits contribute to enhancing productivity, fostering wellness, and optimizing resource efficiency.

We've been providing industry-leading commercial cleaning services since 1991 and our heritage and strength lies in three core principles:

Committed People: Dedicated locally owned businesses ensures personalized service and support.

Operational Excellence: High quality solutions efficiently delivered.

Service Guarantee: Your satisfaction is backed by the JAN-PRO Cleaning & Disinfecting Guarantee.

We genuinely believe that our values align with your organization's goals. We look forward to partnering so that JAN-PRO Cleaning & Disinfecting can provide the commercial cleaning services you need to help achieve your desired cleaning results. Whether it's regular cleaning services, one-time special cleans, or disinfecting services, dedicated JAN-PRO Cleaning & Disinfecting franchisees look forward to becoming your trusted cleaning partner.

Should you have any questions, please do not hesitate to contact me directly.

Jose Socorro
Regional Director
JAN PRO of the Ozarks

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ABOUT US



At JAN-PRO Cleaning & Disinfecting, it's not just what we say – it's what we do.

Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.

JAN-PRO CLEANING AND DISINFECTING GUARANTEE



Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.

Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.

OUR PROCESS



**Clean.
Disinfect.
Protect.**

The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

**Every cleaning franchisee goes through an in depth
brand standard certification program which includes:**

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured
– so you can trust the job will be done safely and professionally.

OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



SCOPE OF WORK

NIGHTLY

Entrance / Lobbies / Common Areas / Hallways

- Vacuum and spot clean carpet in high traffic areas.
- Wipe and polish all metal surfaces within hand reach.
- Empty and clean trash receptacles.
- Dust pictures and clean glass if necessary.
- Vacuum or brush lobby furniture.
- Clean directory glass, and spot clean lobby glass.
- Sopot clean doors and walls.
- Dust mop and damp mop all hard surface floors.
- Damp mop tile using neutral cleaner only.

General Areas / Conference Rooms

- Vacuum all high-traffic areas.
- Sweep or dust all exposed concrete, vinyl, asphalt, rubber and similar flooring. Pick up spillage as needed.
- Damp mop and thoroughly clean vinyl flooring.
- Dust all desks, if cleared.
- Remove all gum and foreign matter in sight.
- Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin.
- Clean all furniture tops.
- Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc.
- Disinfect and wash clean all water fountains and water coolers in tenant areas.

Restrooms

- Wash all floors with germicidal disinfectant and remove all spots and stains.
- Wash and polish all mirrors and bright work.
- Wash and wipe dry all plumbing fixtures.
- Wash and disinfect all toilet seats, both sides.
- Scour, ash and disinfect all basins and bowls.
- Empty paper towel trash receptacles and dispose in building trash receptacle. Replaced trash liners.
- Fill soap dispensers and paper towel dispensers.
- Fill toilet tissue dispensers.
- Clean and wash receptacles and dispensers.
- Remove fingerprints and spots from walls.
- Remove all unauthorized marks and writing from walls, etc.
- Report all maintenance problems to building manager (dripping faucets, broken fixtures, etc.)

SCOPE OF WORK (CONT.)

WEEKLY	
Entrance / Lobbies / Common Areas / Hallways	<ul style="list-style-type: none"> Dust and spot clean walls and baseboards. Clean door jambs.
General Areas / Conference Rooms	<ul style="list-style-type: none"> Disinfect and thoroughly clean all telephones. Wipe clean all bright work. Thoroughly vacuum and spot clean all carpeted areas wall to wall. Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.
Restrooms	<ul style="list-style-type: none"> Pour water down floor drains
MONTHLY	
Kitchen / Break Room Areas	<ul style="list-style-type: none"> Clean inside and out per client specifications.
General Areas / Conference Rooms	<ul style="list-style-type: none"> Thoroughly hand dust and wipe clean all furniture, file cabinets, shelving fixtures, picture frames, and all other high or low dusting areas with a chemically treated cloth. Dust all baseboards with damp cloth. Vacuum or brush all upholstered furniture. High dust lighting and ventilating ducts.
Restrooms	<ul style="list-style-type: none"> Dust and clean walls (washed tiled walls and partitions) High dust wall, light fixtures and ventilation grills,

Square Foot and Fixture Break Down: 5,252 SF & 28 Fixtures

Carpet: 3,326 SF

Tile: 1,926 SF

Restrooms: 5

CLIENT:	City of Tontitown (City Hall)
CLEANING LOCATION:	P.O. Box 305
DESCRIPTION OF CLEANABLE AREA:	See attached Scope of work
START DATE:	Not yet accepted

REGULAR SERVICE	PRICE	QTY	PRICE PER MONTH
<input checked="" type="checkbox"/> 2 times per week regular services Pricing does not include taxes			\$610/ month
TOTAL REGULAR SERVICES			\$610

SPECIAL SERVICES	SQUARE FOOT	PRICE PER SERVICE*
<input type="checkbox"/> Deep Clean: (Per Request)		\$610
<input type="checkbox"/> Carpet Extraction: (1,926 SF - Per Request)		\$1,060
TOTAL SPECIAL SERVICES (Pricing does NOT include taxes)		\$0

* Note that if the information provided by Client on square footage, scope or frequency of service differs from Jan-Pro Cleaning's expectations or is inaccurate in any way, Jan-Pro Cleaning, either itself or by and through the Service Administrator shall have the sole and exclusive right to align expectations and correct any such inaccuracies, even after this Agreement is signed, and without claim of breach by Client.

* If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for Jan-Pro Cleaning's employees; 2) changes in other regulatory requirements; 3) cost of goods increases; and/or 4) other cost increases outside the control of Jan-Pro Cleaning (individually and collectively, a "Cost Escalation Event") that collectively increase the cost for Service Provider to provide services in excess of 3% when annualized then Jan-Pro Cleaning may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event.

JANITORIAL CLEANING & SERVICE AGREEMENT

This Agreement is made with City of Tontitown ("**Client**"), by and among a to be determined Jan-Pro Cleaning and Disinfecting franchisee, for the purposes of outlining the general terms and conditions under which a Jan-Pro Cleaning and Disinfecting Certified Business ("**Jan-Pro Cleaning**") will provide services to Client at the location(s) identified in the attached Exhibit A and with Beccavis Inc. dba: Jan Pro of Arkansas, an Arkansas S Corporation ("**Service Administrator**"), for purposes of administering and coordinating services between Jan-Pro Cleaning and Client. In this Agreement, **Client, Jan-Pro Cleaning, and Service Administrator** are sometimes called singularly a "Party" and collectively the "Parties."

A. Cleaning Services

1. **Services.** Jan-Pro Cleaning will provide to Client the recurring janitorial services ("**Recurring Services**") in accordance with the Scope of Work, and at the Frequency and Cost of Services set forth on Exhibit A. Jan-Pro Cleaning may provide additional services on a per occurrence basis ("**Additional Services**," together with Recurring Services, the "**Services**") upon Client request at rates and/or for charges otherwise agreed to between Jan-Pro Cleaning and Client.
2. **Supplies.** Jan-Pro Cleaning will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor needed to perform the Services. Jan-Pro Cleaning will supervise its own personnel and follow the reasonable and lawful cleaning requirements of Client for any specific matters that need to be addressed at the Cleaning Location(s) defined in Exhibit A. Client will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. **Term.** This Agreement begins on the date of first service specified on Exhibit A and continues from that date for a period of one year. Each year thereafter, this Agreement will automatically renew for a period of one year, unless a party gives written notice of non-renewal to the other two parties at least 30 days before the expiration date. Rates for Recurring Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, rates for the Recurring Services will increase by 3%. All other terms and conditions will remain the same, unless otherwise agreed by the Parties in writing.
4. **Cost of Services and Payment Terms.** Client shall pay the fees set forth below and in Exhibit A in accordance with payment terms and method stated in Exhibit B.
5. **Non-Solicitation.** Client agrees that during the term of this Agreement and for 90 days after the termination or expiration of this Agreement, Client will not solicit for the provision of Services or employment (whether directly or indirectly) any owner or employee of Jan-Pro Cleaning who provided Services to Client hereunder or any employee of Service Administrator, other than for Services to be provided under the Jan-Pro Cleaning & Disinfecting brand.
6. **Holidays.** Client agrees that it will not require services of Jan-Pro Cleaning on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; provided however, that if Client requests Jan-Pro Cleaning to provide services on such holidays, Jan-Pro Cleaning has the sole discretion as to whether Jan-Pro Cleaning and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if Jan-Pro Cleaning declines. Jan-Pro Cleaning may require an additional fee to provide services on such holidays.
7. **Insurance.** Client insurance requirements shall be satisfied by way of Jan-Pro Cleaning maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000

B. Service Administration

1. **Service Administrator.** Service Administrator is a regional sub-franchisor under the JAN-PRO® Franchise Development brand, that provides business development services and sells cleaning franchises under the "JAN-PRO Cleaning & Disinfecting®" brand, to independently owned and operated sub-franchisees for the operation of franchises that provide cleaning and disinfecting services nationwide (the **Certified Jan-Pro Franchise**). Service Administrator does not perform any cleaning services. Services to be provided by Service Administrator include but are not limited to the following:

A. As directed by Jan-Pro Cleaning, Service Administrator may provide billing and collection functions, including issuance of invoices, receipt of monies due, and transmittal of notices of delinquency,

B. Ensure protection and adherence to the brand standards that may be established from time-to-time by Jan-Pro Franchising International, Inc. ("JPI"), the owner of the JAN-PRO brand, and

C. Assistance in finding a replacement Jan-Pro Certified Franchise in the event of a termination or transfer under the terms of this Agreement.

2. **Invoicing.** Service Administrator on Jan-Pro Cleaning's behalf or Jan-Pro Cleaning will invoice Client at the beginning of each month for the Recurring Services, with payment due net 20 days from the date of such invoice. All Additional Services are invoiced as incurred, with payment due net 20 days from the date of such invoice. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days, calculated daily and compounded monthly. Jan-Pro Cleaning expressly authorizes Client to pay invoices issued by Service Administrator directly to Service Administrator.

3. **Termination and Transfer of Service.** Before the expiration of the then current term, this Agreement may be terminated by Client only: (a) within 30 days of any Notice of a cost increase, which may occur as a result of circumstances described in Exhibit A; or (b) for non-performance of Services. Client must provide written Notice specifying in detail the nature of any non-performance. Jan-Pro Cleaning will have 5 working days to cure a claim of non-performance. If Jan-Pro Cleaning is unable to cure, Client may; (a) request in writing to Service Administrator (with a copy to Jan-Pro Cleaning) that the Service Administrator find a replacement Jan-Pro Cleaning, or (b) may elect to terminate this Agreement thirty (30) days from when Client issued its Notice of non-performance. Service Administrator will work with Jan-Pro Cleaning and Client to transfer the account to a new Jan-Pro Cleaning. This Agreement may also be transferred and/or assigned to a new Certified Jan-Pro Franchise upon; (a) request of Jan-Pro Cleaning, or (b) by Service Administrator for a failure by Jan-Pro Cleaning to adhere to Customer Service Standards pursuant to terms of its franchise agreement with Jan-Pro Cleaning. Service Administrator will provide notice to the Client and facilitate any assignment of the Agreement.

C. Miscellaneous

1. **Confidentiality.** All non-public, confidential or proprietary information of any Party, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by any Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by a Party in writing. Upon a Party's request, each Party shall promptly return all documents and other materials received from a Party. Each Party shall be entitled to injunctive relief for any violation of this Section.
2. **Limitation of Damages.** In no event shall any Party, or its directors, employees, partners, agents, suppliers, or affiliates, or JPI be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the Services provided by Jan-Pro Cleaning or the conduct of Jan-Pro Cleaning. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Jan-Pro Cleaning, Service Administrator, and JPI ARISING OUT OF OR RELATING TO CLIENT RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO JAN-PRO CLEANING FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
3. **Choice of Law.** The Parties agree that this Agreement shall be interpreted under the laws of the State of Arkansas and that any civil action regarding this Agreement (be it filed by Client or Jan-Pro Cleaning) shall only be filed in the Courts located in Arkansas.
4. **Entire Agreement.** The Parties agree that this Agreement, including and together with any related Statements of Work, exhibits, and attachments, constitutes the full, complete, and entire understanding and agreement among all three parties concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.
5. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the Parties at their address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Parties agree to the terms of this Janitorial Cleaning and Service Agreement.

SIGNED AND AGREED TO BY:



Client: City of Tontitown _____ Sig:  _____ Name: _____ Title: _____ Date: _____ Address for Notices: P.O. Box 305 _____ _____ _____ _____	Jan-Pro Cleaning: _____ Sig: _____ Name: _____ Title: _____ Date: _____ Address for Notices: _____ _____ _____ _____
Service Administrator: Beccavis Inc. dba: Jan Pro of Arkansas _____ Sig:  _____ Name: Jose Socorro _____ Title: _____ Date: _____ Address for Notices: 9616 Maumelle Blvd _____ North Little Rock, AR 72113 _____ _____	

EXHIBIT B. FORM OF PAYMENT

- **Automatic Electronic Bank Withdrawals.** *The Service Administrator will automatically withdraw payment on the 15th of the month for that months service. Example: March services will be invoiced March 1 and will be drafted on March 15th.*

Bank Name: _____
Routing Number: _____
Account Number: _____

Please fill out banking information.
If you prefer mailing checks, please
put N/A and add the AP email
below. Thank you

- **Monthly Installments (No Fee)** *Service Administrator will email invoices to the addresses indicated below.*

Email invoices to: _____

AP Email

By filling out the automatic payment information above, Client hereby authorizes Service Administrator to electronically debit Client's designated Account as applicable on a monthly basis beginning on the 15th of the month. Client understands that this authorization will remain in full force and effect until Client Notifies Service Administrator in accordance with the terms of the Agreement that Client wishes to revoke this authorization. Client understands that Service Provider requires at least twenty-five (25) days' Notice to cancel this Authorization.

INITIAL: _____

