

PURCHASE ORDER

**Tern Bay Community
Development District**

P.O. NO. 25-0015

14701 Heritage Landing Blvd.
Punta Gorda, FL 33955

DATE September 16, 2025
REF Estimate N/A

VENDOR JAN-PRO of Southwest Florida

13700 Cypress Terrace Cir
Fort Myers, FL 33907
(813) 277-4657
Lisa.macshane@jan-pro.com

SHIP TO James Ward

Tern Bay CDD
2301 NE 37th Street
Fort Lauderdale, FL 33308
954-658-4900
jimward@jpwardassociates.com

Services	Payment Term
Regular Janitorial Service: 2 days per week (Morning Service)	Monthly – Start Date October 1,2025 (\$195.00 Monthly)

ITEM #	DESCRIPTION	LINE TOTAL
1	<p>Regular communication with your Franchise Owner. Attention to corners and edges. Complete restroom cleaning.</p> <p>Entrance: Spot clean & disinfect entrance doors, door frames, kick plates, light switches, etc. Sweep and/or dust mop all hard surface flooring to remove all loose debris. Thoroughly mop all hard surface flooring. Remove mats, rugs and runners, vacuum/sweep and mop underneath and replace. Vacuum all carpeted areas wall to wall. Spot clean as needed (spots up to 1" in diameter). Vacuum mats, rungs and runners. Spot clean as needed. (spots up to 1" in diameter). Wash and Squeegee Entrance Glass & Glass Doors. Clean and Polish Metal work High dust up to 10' to include corners, edges, light fixtures and air vents. Dust all accessible baseboards. Wipe down as needed to remove buildup & spots.</p> <p>Restrooms: Spot clean & disinfect entrance doors, door frames, kick plates, light switches, etc. Sweep and/or dust mop all hard surface flooring to remove all loose debris. Thoroughly mop all hard surface flooring. Remove mats, rugs and runners, vacuum/sweep and mop underneath and replace. Vacuum all carpeted areas wall to wall. Spot clean as needed (spots up to 1" in diameter). Vacuum mats, rungs and runners. Spot clean as needed. (spots up to 1" in diameter). Wash and Squeegee Entrance Glass & Glass Doors. Clean and Polish Metal work High dust up to 10' to include corners, edges, light fixtures and air vents. Dust all accessible baseboards. Wipe down as needed to remove buildup & spots.</p> <p>Optional Weekly "Mini" Clean: Remove trash in all areas. Full clean of each bathroom (see scope above). Full clean of kitchen (see scope above).</p>	\$2,340.00
SUBTOTAL		\$2,340.00
FREIGHT		Included
TOTAL		\$2,340.00

**THE PURCHASE ORDER SUBJECT TO THE TERMS AND CONDITIONS
ATTACHED HERE TO AND MADE A PART HEREOF.**

SALES TAX EXEMPT NUMBER: 85-8013228253C-7

Richard Freeman 9/16/2025

Authorized by Date

**COMMUNITY DEVELOPMENT DISTRICT
PURCHASE ORDER -TERMS AND CONDITIONS
EXHIBIT A**

- 1. Offer:** This offer is subject to cancellation by the DISTRICT without notice if not accepted by VENDOR within fourteen (14) days of issuance.
- 2. Acceptance and Confirmation:** This Purchase Order (including all documents attached to or referenced herein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the DISTRICT on the face of this Purchase Order. Each delivery of goods and/or services received by the DISTRICT from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added, and Purchase Order may not be changed except by written instrument executed by the DISTRICT. VENDOR is deemed to be on notice that the DISTRICT objects to any additional or different terms and conditions contained in any acknowledgment, invoice, or other communication from VENDOR, notwithstanding the DISTRICT'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

- 3. Inspection:** All goods and/or services delivered hereunder shall be received subject to the DISTRICT'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the DISTRICT prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are in non-conforming or otherwise rejected by the DISTRICT.

4. Shipping and Invoices:

- a)** All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the DISTRICT at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by the DISTRICT nonetheless remain with VENDOR.
- b)** No charges will be paid by the DISTRICT for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c)** All shipments of goods scheduled on the same day via the Se me route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each carload of equipment. The DISTRICT reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

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d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of DISTRICT Commissioners Purchasing Policy.

5. Time Is of the Essence: Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the DISTRICT alone, shall entitle the DISTRICT to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the DISTRICT for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the DISTRICT'S right to insist upon further compliance with all specifications.

6. Changes: The DISTRICT may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities, and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the DISTRICT and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties: VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the DISTRICT, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the DISTRICT.

8. Statutory Conformity: Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising: No VENDOR providing goods and services to the DISTRICT shall advertise the fact that it has contracted with the DISTRICT for goods and/or services, or appropriate or make use of the DISTRICT'S name or other identifying marks or property without the prior written consent of the DISTRICT'S Purchasing Department.

10. Indemnification: VENDOR shall indemnify and hold harmless the DISTRICT from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to

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employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the DISTRICT or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

a) VENDOR represents and warrants that all goods sold, or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

b) VENDOR shall indemnify and hold harmless the DISTRICT from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the DISTRICT'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

c) If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the DISTRICT'S option, procure for the DISTRICT the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or t:dditional cost to the DISTRICT).

12. Insurance Requirements: The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws In fulfilling the terms of this Purchase Order: VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and Ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and He DISTRICT shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the DISTRICT as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure: Neither the DISTRICT nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with

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respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the DISTRICT.

15. Assignment: VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the DISTRICT. Any assignment made without such consent shall be deemed void.

16. Taxes: Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations: The DISTRICT'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination: This Purchase Order may be terminated at any time by the DISTRICT upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the DISTRICT for breach by VENDOR of the terms and conditions of this Purchase Order, provided that DISTRICT has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General:

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and condition of this Purchase Order shall be in and for Manatee County, Florida.

b) Failure of the DISTRICT to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the DISTRICT by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery, and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees, and authorized persons.

e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the DISTRICT and/or provide the greatest protection to the DISTRICT shall govern.

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APPENDIX D: MINIMUM INSURANCE REQUIREMENTS

Type of Insurance	Minimum Amount Required
Commercial General & Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles	Bodily Injury: \$1,000,000 per occurrence \$1,000,000 aggregate Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate
Workers Compensation	Employer's Liability: \$1,000,000 per occurrence

JAN-PRO[®]

CLEANING & DISINFECTING

Service Proposal For: Tern Bay CDD



JAN-PRO
FRANCHISE DEVELOPMENT

09/12/2025

Tern Bay CDD
14701 Heritage Landing Blvd
Punta Gorda, FL 33955

Dear Richard,

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.

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 ensure personalized service and support.
- Operational Excellence: High quality, efficient cleaning processes.
- Service Guarantee: Your satisfaction is backed by the JAN-PRO Cleaning & Disinfecting Guarantee.

In our initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO will make sure the following items receive special attention:

- Regular communication with your Franchise Owner
- Attention to corners and edges
- Complete restroom cleaning

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Sincerely,

Lisa MacShane

Lisa.macshane@jan-pro.com

SCOPE OF WORK (EXHIBIT A)

CLIENT: Tern Bay CDD
DAYS SERVICED / WEEK: 2x week
SERVICE HOURS: Morning

	Nightly	Weekly	Monthly
ENTRANCE:			
Spot clean & disinfect entrance doors, door frames, kick plates, light switches, etc.			
Sweep and/or dust mop all hard surface flooring to remove all loose debris.			
Thoroughly mop all hard surface flooring. Remove mats, rugs and runners, vacuum/sweep and mop underneath and replace.			
Vacuum all carpeted areas wall to wall. Spot clean as needed (spots up to 1" in diameter).			
Vacuum mats, rungs and runners. Spot clean as needed. (spots up to 1" in diameter).			
Wash and Squeegee Entrance Glass & Glass Doors.			
Clean and Polish Metal work			
High dust up to 10' to include corners, edges, light fixtures and air vents.			
Dust all accessible baseboards. Wipe down as needed to remove buildup & spots.			

SCOPE OF WORK (EXHIBIT A) PAGE 2 OF 2

Client: **Tern Bay CDD**

	Nightly	Weekly	Monthly
RESTROOMS:			
Remove trash to collection point, replace liners.			
Damp wipes all horizontal surfaces with a disinfectant.			
Clean, disinfect and polish all dispensers and fixtures.			
Clean and disinfect all sinks, counters, toilets and urinals both inside and out.			
Clean and polish all chrome, stainless and bright work.			
Clean and disinfect diaper changing stations.			
Stock all towels, tissue and hand soap.			
Sweep hard surface flooring to remove loose debris.			
Thoroughly clean all hard surface flooring with a disinfectant and rinse.			
Spot clean and disinfect doors/frames, baseboards, kick plates, light switches.			
High dust up to 10' to include corners, edges, light fixtures and air vents.			
Dust all accessible baseboards. Wipe down as needed to remove buildup.			
OPTIONAL WEEKLY "MINI" CLEAN			
Remove trash in all areas.			
Full clean of each bathroom (see scope above).			
Full clean of kitchen (see scope above).			

MAINTENANCE & SECURITY

JAN-PRO will lock all doors and set all alarms where applicable.

Turn off all designated lights

JAN-PRO will use a logbook kept on site for nightly communication and Monthly Evaluations.

JAN-PRO will keep the janitorial closets organized and clean.

Report any plumbing or maintenance issues, or unusual circumstances.

Client responsible for supplies (trash liners, soap, toilet paper, hand towels, etc.) Facility Supply purchases are available through JAN-PRO

LOCATION, FREQUENCY AND COST OF SERVICES (EXHIBIT B)

Client NAME: Tern Bay CDD
 SERVICE LOCATION: 14701 Heritage Landing Blvd. Punta Gorda FL 33955
 SERVICE START DATE: 10/01/2025
 (TO BE CONFIRMED AND ENTERED BY JAN-PRO)

DAYS / WEEK SERVICED:
 2x week/Mon & Thurs

REGULAR SERVICE:	MONTHLY BILLING AMOUNT
Regular Janitorial Service: 2 days per week	\$195
Tax Not Included	

PREFERRED PAYMENT METHOD:

- ACH PAYMENT:**
- CHECK:** Pay by check
- CREDIT CARD:** 3.5% service fee will apply

CLIENT BILLING INFORMATION:

LEGAL COMPANY NAME: _____
 BUSINESS OWNER: _____ FED TAX ID #: _____
 ADDRESS: _____ CITY: _____ ST _____ ZIP: _____
 EMAIL ADDRESS (FOR INVOICES): _____ AP PHONE: _____

If at any time there are: 1) changes mandated by law in required wages or other welfare and benefits for Service Provider employees; 2) changes in other regulatory requirements; 3) cost of goods increases in excess of 3% (when annualized); or 4) other cost increases outside the control of Service Provider (individually and collectively, a "Cost Escalation Event"), that collectively increase the cost for Service Provider to provide the Service in excess of 3% (when annualized), Service Provider may increase invoiced rates/prices by the amount necessary to cover the Cost Escalation Event that Service Provider identified pertaining to these mandated increases/product costs, but only within jurisdictions in which such changes are mandated and/or occur.

* Note that if the information provided by Client on square footage, scope or frequency of service differs from Service Provider's expectations or is inaccurate in any way, Service Provider, either itself or by and through the Company 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.

JANITORIAL SERVICE AGREEMENT

This Agreement is made with **Tern Bay CDD** (“**Client**”), by and among the **Jan-Pro Cleaning & Disinfecting** franchisee (“**Service Provider**”), specified on page 3 below, for the purpose of outlining the general terms and conditions under which the Service Provider will provide services to **Client** at the location identified in Exhibit A of this Agreement. **Service Provider** is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand. **Service Provider** has contracted with Clean17, Inc. dba JAN-PRO of Southwest Florida (“**Service Administrator**”) to provide certain administrative and support services for the janitorial services provided by **Service Provider**, and other account coordination services. In this Agreement, Client, Service Provider and Service Administrator are sometimes referred to as a Party or the Parties.

1. **Services.** **Service Provider** will provide to Client the recurring janitorial services in accordance with the Scope of Work and at the frequencies requested by **Client** as set forth in Exhibit A. **Service Provider** may provide additional services on a per occurrence basis (“Additional Services”) upon **Client** request at rates set forth in this Agreement or otherwise negotiated and agreed to by the Service Provider and Client.
2. **Supplies.** **Service Provider** will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by **Client**. **Service Provider** 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 site. **Client** will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables (“Consumable Supplies”).
3. **Service Excellence.** Service Provider has contracted with Service Administrator to facilitate communication of service-related issues to Service Provider, and Service Administrator may also monitor service-related issues for the purpose of ensuring protection of the Jan-Pro Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.
4. **Term of Agreement.** This Agreement begins on the Service Start Date (“Anniversary Date”) specified in Exhibit A and continues from that date for a period of one year. This Agreement automatically renews for a period of one year on each Anniversary Date, unless a party gives written notice of non-renewal to the other parties at least 30 days before the Anniversary date. Rates for services will be fixed from the Service Start Date until the 1st day of the twelfth (12th) month at which time service rates will be increased by 3% (rounded up to the nearest dollar) or \$15, whichever is higher. Thereafter, every twelve (12) months, service rates will increase by 3% (rounded up to the nearest dollar) or \$15, whichever is higher.
5. **Payment Terms.** Service Administrator will invoice Client at the beginning of each month for the recurring janitorial services, with payment terms of Net 15 days. All Additional Services, and any Consumable Supplies purchased from Service Administrator, are invoiced as incurred, with payment terms of Net 15 days. **Payment by credit card is available for an additional surcharge equal to 3.5% of the total invoiced amount.** A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 45 days. **Service Provider** hereby directs that **Client** pays invoices for services delivered by **Service Provider** to Service Administrator.

If Client fails to make payment under this Agreement, the Service Administrator will provide written notice of delinquency to Client, and Client shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the Service Provider may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve Client of its obligation to pay for services rendered up to and including the date of suspension or termination. If Client breaches this Agreement by non-payment, Client shall be responsible for reimbursing Service Provider for all costs of enforcing Client’s obligations hereunder, including without limitation, lost profits and / or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. Service Provider may contract with Service Administrator to provide collection services, the fees for which Client will be responsible for as set forth above.

6. **Termination and Transfer of Service.** This Agreement may be terminated by **Client** for non-performance of services only. **Client** must provide written notice specifying in detail the nature of any non-performance to Service Administrator. **Service Provider** will then have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If **Service Provider** is unable to cure, **Client** may request in writing to Service Administrator that the Service Administrator find a replacement **Service Provider**. Service Administrator will work with Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, **Client** elects to terminate for non-performance, **Client** will notify the Service Administrator in writing, and this Agreement will terminate 30 days after the date of the notice. If Service Provider and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), Service Administrator will work with Service Provider and Client to transfer the account to a new Service Provider. All written notices must be timely by certified email, or email. If Service Provider ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Service Provider to transfer the account to a new Service Provider without compensation.

This Agreement may also be transferred to a new **Service Provider** upon request of the current **Service Provider**. Upon that request, Service Administrator will provide notice to the **Client** and facilitate the assignment of the Agreement to a new **Service Provider**. In the event that Service Administrator is unable to identify a Service Provider to provide Services (whether initially or when identifying a replacement Service Provider during the

term of a contract), then this Agreement will be deemed to have been mutually cancelled, without penalty, as of the last day the account is serviced by a Service Provider. Client will remit payment for services rendered through the cancellation date pursuant to the terms of this Agreement.

7. **Non-Solicitation.** Client agrees that during the term of this Agreement and for 180 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Administrator, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.
8. **Holidays.** Client agrees that it will not require services of **Service Provider** on certain federally recognized / observed holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. However, if the Service Agreement is for one day per week service, Service Provider will schedule service on an alternate day or provide a service credit. If the Service Agreement is for two or more days per week, the holiday will be skipped, and no service credit will be issued. If **Client** requests service to be provided on a holiday, **Service Provider** has the sole discretion as to whether to provide services on such holiday for an additional fee, without any claim of breach hereunder if **Service Provider** declines.
9. **Insurance.** Client's insurance requirements shall be satisfied by way of **Service Provider** 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.
10. **Limitation of Damages.** In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, 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 Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER AND/OR SERVICE ADMINISTRATOR, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION Client PAID TO Service Provider (OR ITS DESIGNEE – INCLUDING SERVICE ADMINISTRATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
11. **Choice of Law.** The Parties mutually agree that this Agreement shall be interpreted under the laws of the State of Florida and that any civil action regarding this Agreement (be it filed by **Client** or **Service Provider**) shall only be filed in the District or Circuit Courts in Florida.
12. **Entire Agreement.** The Parties agree that this Agreement, including and together with any related Scope of Work, exhibits, and attachments constitutes the full, complete, and entire understanding and agreement among the Parties concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. The Parties acknowledge and agree this if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.
13. **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.
14. **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 Service Agreement. **SIGNED AND AGREED TO BY:**

<p>Client: Tern Bay CDD</p> <p>Sign: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Client Address for Notices:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Service Administrator: JAN-PRO of Southwest Florida</p> <p>Sig: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Service Administrator - Address for Notices:</p> <p>JAN-PRO of Southwest Florida</p> <p>13700 Cypress Terrace Cir</p> <p>Fort Myers, Fl. 33907</p>