



Agreement # _____

CLEANING SERVICE AGREEMENT

Client's Name: _____

Location: _____

Bill To: _____

Site Mgr: _____

Phone: _____

1. SCOPE OF SERVICE

CHUTE DOCTOR hereby agrees to service the trash chute(s) / compactor(s) as listed below. The service includes the cleaning of the trash chute(s), intake and discharge doors, collection areas and compactor(s) as described in our quotation. This contract shall extend for a minimum period of _____ (12/24/36) months beginning on ____/____/____.

Number of Chutes _____ Total Floors _____ Intake Doors _____ Compactors _____

Type of cleaning service requesting:

- Minimum = Cleaning 3 times per year (120 days between cleanings).
- Basic = Cleaning 4 times per year (90 days between cleanings).
- Healthy Option = Cleaning 6 times per year (60 days between cleanings)
- Best Option = Cleaning 12 times per year.

The service fee for the above is \$ _____ per trip, billed as each service is performed. The first payment is due upon execution of this contract (prepayment will be waived if credit card account is established). This offer is open for acceptance for 30 days from ____/____/____ unless otherwise extended in writing.

Location of Chutes:

2. Chute Doctor Shall:

Service the chute(s), chute doors, compactor(s) and collections room(s) as defined in the agreement and quotation in accordance with the type of service selected and at the agreed intervals as defined in this agreement. Pursuant to its regular service schedule.

3. ASSURANCE OF SATISFACTION

Included as part of our commitment to our clients, Chute Doctor offers the following:

At any time during the first month following our 1st service, should the client not be satisfied with the service, simply notify Chute Doctor in writing and if we are unable to correct the problem by month end, the client may terminate this agreement by written notice. In the event the client terminates this agreement within the first 30 days the client shall only be responsible for the first service charge.

Buchanan Company, Inc.
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California License # 767939 • Arizona License # 149925

Please initial
each below item.

CHUTE DOCTOR CLEANING

Cleaning Service Agreement

_____ **4. Payment:**

The first payment is due upon execution of this agreement (prepayment will be waived if credit card account is established) and subsequent payments upon receipt of invoice. Late payments will be charged 2% per month, 24% per annum. Chute Doctor at their discretion may terminate this agreement if a payment is overdue and the client shall remain liable for any and all payments due until the end of the term of this agreement. Should Chute Dr in its sole discretion, have to resort to collection solutions the customer agrees to pay for all company, agency fees court cost, and attorneys fees.

_____ **5. Obligation of Client:**

The Client shall at its own expense

- Provide the necessary electrical supply for the equipment to operate.
- Comply with all laws, ordinances, rules and regulations of federal, state, and local authorities relating to or affecting the work hereunder and shall secure and obtain all permits, licenses as may be necessary in connection here with.
- Be liable and reimburse Chute Doctor for the replacement cost and/or repairs of the contracted system in the event of Theft, Vandalism, Fire, Abuse, and Acts of God. Removal of the system, in whole or in part, which occurs with out written permission of Chute Doctor.
- Provide all required access keys and or codes necessary for access to service the equipment.
- Not use any product other than Chute Doctor solution in the system.
- Not make any alteration, addition or modification to the system or alter pre-set atomizing intervals.

_____ **6. Indemnification:**

The client shall indemnify and hold harmless Chute Doctor, its parent, affiliates, employees and contractors from and against all claims, damages, loss, costs, injuries and expenses arising out of or relating to the services performed and/or materials furnished under this agreement.

_____ **7. Term of Agreement:**

This agreement shall begin on ____/____/____ and extend for a minimum period as defined in paragraph 1 above. This agreement shall automatically renew for successive one-year periods thereafter unless either party shall give written notice of termination to the other party (60) sixty or more days prior to the expiration of this Agreement or any renewal hereof. On renewal, the full service fee shall be adjusted to reflect the Chute Doctor rates and prices in effect at that time.

_____ **8. General Provisions**

- 8.1 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the parties at the address appearing at the top of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
- 8.2 **Assignment:** Neither this Agreement nor any duties or obligations under this agreement may be assigned by client without the prior consent of Chute Doctor.

- 8.3 **Entire Agreement and Modifications:** This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the rendering of services by Chute Doctor to client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 8.4 **Partial Invalidity:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.5 **Governing Law:** This agreement is entered into in the City of Covina, California and shall be construed and interpreted in accordance with the laws of the state of California. Any action or suit related to this Agreement shall be brought in the county of Los Angeles in the state of California.
- 8.6 **Arbitration:** Any dispute that arises under this Agreement shall be fully and finally resolved by binding arbitration under the auspices and commercial arbitration rules of the American Arbitration Association in Los Angeles, California. The prevailing party in any arbitration shall be entitled to costs, including attorney fees as awarded by the arbitrator.

AGREEMENT ACCEPTANCE:

In acceptance of the terms and conditions above, this agreement is entered into this _____ day of _____ 20_____. (Attach board approval if required).

Client's Authorized Signature: _____
 Print Name: _____
 Print Title: _____
 Site Contact: _____
 Chute Doctor Authorized Signature: _____

Client's Phone #: _____
 Fax #: _____
 P.O. # (if applicable) _____
 Site Phone #: _____
 Chute Doctor Contact: _____