

SERVICE AGREEMENT

The SERVICE AGREEMENT entered into on February ~~4~~¹⁵, 2017 between Nissen Services, LLC (hereinafter called *Company*) who's business address is located at PO BOX 7109 Overland Park, Kansas 66207, and Wellsville School District USD 289 (hereinafter called *Customer*) who's business address is located at 602 Walnut St. Wellsville, KS 66092. The main purpose and intent of this SERVICE AGREEMENT is for the *Company* to provide custodial services, commencing service on or before February 15, 2017..

The following terms and conditions are agreed to by both parties:

1. Service Agreement Duration: This SERVICE AGREEMENT shall be for a period of Feb. ~~15~~¹⁵ through May 18th. ~~2017~~²⁰¹⁷. All terms, costs and services shall be covered unless a duly executed ADDENDUM is attached. 2017

2. Service Agreement Termination: This SERVICE AGREEMENT may be terminated for *cause* by *Customer* upon ten (10) days written notice. This SERVICE AGREEMENT may be terminated *without cause* by *Company* or *Customer* upon thirty (30) days written notice.

3. Service Agreement Extensions: This SERVICE AGREEMENT should be considered an open SERVICE AGREEMENT and the duration should only be determined by both parties consideration of services proposed.

4. Service Agreement Costs: For services provided, the *Company* is entitled to the billable sum(s) outlined in detail in *Schedule "E"* (attached). The *Company* will provide detailed service invoices by the 15th and last days of each month for service(s).

5. Service Agreement Schedules: Submitted as part of this SERVICE AGREEMENT, are the following:

Schedule "A"	<i>Scope of Work</i>
Schedule "B"	<i>Service Schedule</i>
Schedule "C"	<i>Responsibility of Required Supplies</i>
Schedule "D"	<i>Responsibility of Required Equipment</i>
Schedule "E"	<i>Service Agreement Costs</i>

6. Employees: *Company* shall furnish all personnel and perform all services of this proposal. All personnel will be hired and managed by *Company*. All persons employed by *Company* shall have had prior training in the duties for which they are employed and *Company* shall employ its best efforts and exercise reasonable care to select qualified, competent and trustworthy employees.

7. Insurance: *Company* agrees to obtain and maintain in force at all times during the term of this SERVICE AGREEMENT and any extension thereof, insurance coverage against such risks as *Company* and *Customer* deem necessary. *Customer* shall carry such liability and

workman's compensation insurance as is required immediately below. These coverages and limits shall be reviewed periodically as agreed upon by both parties.

- i. Worker's Compensation and Employer's Liability Limits: *Statutory*
- ii. Comprehensive or Commercial General Liability
 - a. general aggregate limits: *\$1 million (combined single limit)*
 - b. each occurrence limit: *\$500,000 (combined single limit)*
 - c. personal Injury limits: *\$500,000 (combined single limit)*

The insurance required above shall be written on an occurrence basis and be maintained without interruption from date of commencement of the contract until date of termination. The *Company* shall furnish *Customer* with a standard certification as evidence of confirmation of all such insurance. *Customer* shall be named as additional insureds on all of the insurance policies required of *Customer* hereunder, except worker's compensation. Such insurance shall be written for not less than the limits of liability set forth in the Schedule of Insurance Coverage, or as required by law, whichever coverage is greater.

8. Compensation: Invoicing will occur on a bi-monthly basis. *Customer* will make reasonable efforts to pay *Company* within twenty (20) days of invoice. In the event *Customer* refuses to make payment when due, *Company* shall have the right to terminate this SERVICE AGREEMENT upon ten (10) written notice notwithstanding the provisions herein.

9. Obligations on Termination: In the event that this SERVICE AGREEMENT is terminated for any reason, the obligations of either party to make payments to the other existing or accrued up to the date of termination shall continue in force and effect.

10. Condition of Payment: *Customer* agrees to keep its facilities in conformity with all applicable Federal, State and local laws, ordinances and regulations, and agrees to indemnify, save and hold harmless *Company* for any loss or injury caused by *Customer's* failure to abide by those laws.

11. Indemnification: *Company* hereby indemnifies, and shall hold *Customer*, its agents, employees, officers, directors, elders and deacons harmless from and against all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs sustained or incurred by or asserted against *Customer* by reason of or arising directly or indirectly out of *Company's* breach of this SERVICE AGREEMENT and *Company's* performance (or failure to perform) the Services of this SERVICE AGREEMENT unless resulting from *Customer's* fraud, gross negligence or willful misconduct. *Customer* hereby indemnifies, and shall hold *Company*, its agents and employees, harmless from and against all insurable claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs sustained or incurred by or asserted against *Company* by reason of or arising out of *Customer's* breach of this SERVICE AGREEMENT, gross negligence or willful misconduct.

12. Assignment: This SERVICE AGREEMENT shall inure to and bind all parties, their assigns, successors, agents or representatives.
13. Effective Date: This SERVICE AGREEMENT shall become effective and shall continue in effect as of the date on which *Company* commences its duties.
14. Hiring Limitation: Unless otherwise agreed to by the *Company*, during the term of this SERVICE AGREEMENT, the *Customer* or his agents, shall not hire or employ any of the workers, supervisors or members of management of the *Company* while they are employees of the *Company* and for a period of three (3) months after they leave the building or *Company*. Unless otherwise agreed to by the *Company*, in the event that this SERVICE AGREEMENT is cancelled by *Company* or the *Customer*, it is agreed that the *Customer* or his agents, etc., shall not employ any of the workers or supervisors of the building, for a period of three (3) months from the Effective Date of such termination.
15. No Service Dates: NO service will be provided on any recognized federal holiday (New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day).
16. Disputes: In the event of a dispute, *Company* shall be given thirty (30) days to resolve any legitimate issues with the full cooperation of *Customer*.
17. Proprietary Information: The information contained in this SERVICE AGREEMENT is considered proprietary and confidential. It is intended for the use of the proposed *Customer* only. Dissemination of this information in any form to others is strictly prohibited.
18. Modifications: This SERVICE AGREEMENT contains the entire SERVICE AGREEMENT between the parties. All prior negotiations by and between the parties are merged in this SERVICE AGREEMENT and there are no understandings other than those incorporated or referred to herein. This SERVICE AGREEMENT may not be modified except by an instrument in writing signed by the parties.
19. Independent Contractor: Unless specifically provided to the contrary herein, *Company*, its employees and agents shall be deemed to be Independent Contractors and not employees of *Customer*. *Company* shall perform the Services at its own control and discretion, except as otherwise set forth herein, and *Company* shall be free to contract for similar services to be performed for other entities while it is under contract with *Customer*.
20. Counterparts: This SERVICE AGREEMENT may be executed in one or more counterparts and each counterpart when so executed and delivered shall constitute a complete and original agreement and it shall not be necessary when making proof of this Agreement or any counterpart thereof to produce or account for any other counterparts.
21. Law Governing: This SERVICE AGREEMENT shall be governed by and in accordance with the laws of the State of Missouri. The venue for all hearings shall be in Johnson County, Kansas.

22. **Notice:** All notices given hereunder shall be in writing and delivered by courier or delivery service or mailed postage pre-paid, certified mail, return receipt requested, addressed or delivered to the parties at the addresses set forth below:

Wellsville Schools USD 289
602 Walnut St.
Wellsville, KS 66092

Nissen Services, LLC
PO BOX 7109
Overland Park, Kansas 66207

ALL TERMS AND CONDITIONS AGREED TO, BY AND FOR:

NISSEN SERVICES, LLC

WELLSVILLE SCHOOLS

By: _____

By: Jerald L. Hemen

Dated: _____

Dated: 2/15/17

Schedule "A"
Scope of Work

Provide personnel Monday through Friday
on days students are present to clean, disinfect, and
restock restrooms, locker rooms and weight rooms.
SOW will include Kaivac at least twice per month
restrooms and locker rooms that are accessible to
equipment, as well as vacuuming weight room
at least once per week.

Scope of Work

Pull trash and replace liners as needed
Check and replace stock in toilet tissue, towel, and
soap dispensers
Clean and disinfect toilets, urinals, and sinks
Wipe down mirrors and counters daily
Wipe down partitions weekly
Sweep and mop floors daily
Kaivac every other week
Vacuum weight room weekly

Schedule "B"
Service Schedules

Cleaning provided Monday through Friday after 7:00pm on days that students are present.

For extra event staffing see Schedule E.

Schedule "C" Responsibility of Required Supplies

The following represents supply responsibilities:

	<i>Customer Provided</i>	<i>Company Provided</i>
Cleaning Chemicals		
Glass Cleaner .	x	
Neutral Cleaner for mopping .	x	
Non-Acid toilet bowl cleaner .	x	
Acid toilet bowl cleaner .	x	
General purpose cleaner .	x	
Stainless steel cleaner .	x	
Furniture polish .	x	
 Consumable Cleaning Supplies		
Cotton mop heads	x	
Cleaning towel		x
Floor pads	x	
 Consumable Soap, Paper and Liners		
Paper towels	x	
Toilet Tissue	x	
Feminine Hygiene Products	x	
Hand Soap	x	
Urinal blocks	x	
All trash can liners	x	

Schedule "D"
Responsibility of Required Equipment

The following represents equipment responsibilities:

The *Company* will provide any equipment necessary that the *Customer* does not currently own.

Schedule "E "
Service Agreement Costs

Based on all of the attached schedules, and services provided within the following shall apply;

- 1) For the Services outlined in Schedule A and B, the daily contract price shall be **\$117.00**. Invoicing and payment will occur monthly per service agreement.
- 2) An extra fee of \$30.00 per hour can be used for an extra service or cleaning.. This charge will be agreed upon in advance of events.