



MASTERCORP COMMERCIAL SERVICES, LLC.
COMMERCIAL SERVICES AGREEMENT

THIS COMMERCIAL SERVICES AGREEMENT (the "Agreement") made this 1 day of 10, 2022 THRU June 30th 2023, by and between MasterCorp Commercial Services, LLC, a Tennessee Limited Liability Company ("MCS"), whose address is 2440 W. Mission Lane, Suite 3, Phoenix, AZ 85021, and TEACH Las Vegas Charter School whose 4660 N Rancho Dr, Las Vegas, NV 89130.

RECITALS

WHEREAS, Client is in the business of **Educational Charter School** and is in need of commercial janitorial services;

WHEREAS, MCS is a licensed and qualified professional cleaning service company in the business of providing professional commercial janitorial services and has the necessary qualifications, experience, and abilities to provide such services to the Client;

WHEREAS, the services provided by MCS are not the type to make MCS a business associate under the definition in 45 CFR § 160.103;

WHEREAS, Client desires to retain MCS to provide commercial janitorial services (the "**Services**"), and MCS accepts to provide such Services to the Client on the terms and conditions set out in this Agreement; and

WHEREAS, the Services to be provided hereunder are further defined in the attached EXHIBIT A "Scope of Work Commercial Janitorial Services";

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Client and MCS (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated by reference in this Agreement.
2. **Scope of Services Provided.** MCS shall, during the term of this Agreement, including any renewal period, provide the cleaning Services as are described and set forth in EXHIBIT A, attached hereto and made a part herein. The venue for delivery of the Services and time for performance are set forth in EXHIBIT A.
 - A. ***Change in Services.*** In the event Client requests a change and/or additional Services included but not limited to the following: i) opens new buildings or permanently closes buildings or transfers additional Services; ii) makes changes in the use of buildings; iii) makes any significant changes in Client's current policies, practices, service requirements (including changes in procurement practices or requirements); iv) makes changes in the use of disposables (e.g., from non-biodegradable products to biodegradable products); v) makes requests for additional management/resource personnel to conduct a specific function unrelated to the Services provided, and such change in Services results in an increase or decrease in costs, charges or expenses, then a Change Order Form in the format of Exhibit C will be prepared and executed by the Parties.
 - B. ***Change Order Procedures.*** All compensation shall be adjusted by an amount equal to the projected change in costs, charges or expenses. An additional five percent (5%) of such costs, charges or expenses may be charged for contribution to supporting overhead and profit, if deemed appropriate and necessary



by both parties; any such adjustment shall be effective from the date at which the change in Services took effect and shall be memorialized by the executed Change Order.

- i. The Party that wishes to initiate a change, will complete a checklist in the form set out in EXHIBIT B ("Change Request Form") and submit it to the other Party for review. The receiving Party will make an initial determination within fifteen (15) Business Days of receiving a duly completed Change Assessment Form, subject to a day-for-day extension pending receipt of a response to any reasonable request for further information that they may make to the initiating Party.
- ii. Once the decision to approve the Change Request Form is made, either Party may draft a ("Change Order") in the form of EXHIBIT C to be executed and incorporated into the contract.
- iii. Unless otherwise specified in the Change Order all Change Orders are subject to the applicable terms in this Agreement.

3. Term of the Agreement. The term of this Agreement will begin on the Effective Date and will remain in full force and effect for a period of one (1) year (the "Initial Term"). Thereafter this Agreement shall be automatically renewed for one (1) year period unless modified in writing ("Renewal Term"), together with the Initial Term (the "Term") until terminated as provided in this Agreement.

4. Fees and Payments.

A. Invoices and Late Fees. Client will pay MCS the amount specified in EXHIBIT A for the Services provided, to be invoiced monthly. Invoices submitted by MCS to Client are due within thirty (30) days of the invoice date. Any late payments will trigger a fee of 1.50% per month, or the maximum amount permitted by law, on the amount still owing. All payments shall be made in USD (US Dollars).

B. Automatic Annual Rate Increase. Except as otherwise agreed by the Parties in writing, the Rates shall automatically increase on January 1st (or the first billing day) of each calendar year by three percent (3%) over the Rates for the prior year.

Unscheduled Rate Increase. In addition to the compensation on EXHIBIT A, the Parties acknowledge that compensation may be further increased in the case of; i) uncontrollable governmental action which increases the Federal, State, or Local minimum wage (whichever is higher) to be paid to employees where the Services are provided, MCS shall be entitled to an automatic increase equal to the total dollar increase mandated by the governmental action; ii) Upon a verifiable change in market conditions or supply chain (Market Conditions) which causes the pricing of equipment or materials needed to provide Services to increase then MCS shall be entitled to an increase to adjust its pricing to the new Market Conditions. Any increase under this provision shall go into effect upon MCS providing at least thirty (30) days advance notice of such increase, if any. MCS shall provide Client with an updated compensation schedule of fees to be paid to MCS. Failure of MCS to provide timely notice pursuant to this provision shall not constitute a waiver of the automatic increase provided herein.

C. Fees in case of termination. In the event that Client terminates this Agreement prior to completion of the Services but where the Services have been partially performed, MCS will be entitled to pro-rata payment of the compensation to the date of termination provided that there has been no breach of contract on the part of MCS. MCS shall return or provide credit for any Services paid in advance by Client but not provided.

D. Dissatisfaction. In the event Client is not satisfied with the services invoice payments shall not be reduced by Client. If Client takes exception to any services performed or claims that MCS has failed to perform any



services, such exception or claim must be submitted to MCS in writing within five (5) business days of the services in question or said services shall be deemed accepted in all respects by the Client.

5. **Termination.** The Parties may terminate this agreement with or without cause upon providing sixty (60) days written notice to the other Party. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party shall provide notice of such breach and allow seven (7) business days for the defaulting Party to cure. In the event, the defaulting Party fails to cure the non-defaulting Party may terminate the Agreement immediately. Except as otherwise provided in this Agreement, the obligations of MCS will end upon the termination of this Agreement.
6. **Performance and Obligations.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. Services will be performed in a professional manner and in accordance with normally accepted industry standards by qualified personnel.
7. **Confidential Information/Trade Secrets.** Confidential Information/Trade Secrets include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the providing Party, which are secret and proprietary. The release of such information could give others a competitive advantage that could be reasonably expected to cause harm ("Confidential Information"). The Parties agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which has been obtained, except as authorized by each other or as required by law. The confidentiality obligations will apply during the term of this Agreement and will survive for a period of ten (10) years upon termination of this Agreement.

Each Party also has a confidential interest in the Agreement and related documents included but not limited to proposals, bids, presentations, amongst others. Accordingly, neither document will be disclosed in whole or in part to third parties without the prior written permission of the other Party.

8. **Return of Property.** Upon the expiry or termination of this Agreement, MCS will return to Client any property, documentation, records, or confidential information which is the property of Client that was given to MCS to facilitate the provision of its Services. Client shall promptly return to MCS any equipment, materials, or other property of MCS relating to the terminated Services which are in Client's possession or control.
9. **Relationship of Parties.** In providing the Services under this Agreement, it is expressly agreed that MCS is acting as an independent contractor and not as an employee of Client. MCS and Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. Neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. Client is not required to pay or make any contributions to any social security, local, state, or federal tax, unemployment compensation, workers compensation, insurance premium, profit-sharing, pension, or any other employee benefit for MCS during the Term. MCS is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to MCS under this Agreement.

All persons employed or engaged (other than as employees) by MCS in furtherance of its business activities under this Agreement shall remain solely in the employ or service of MCS, and shall for all purposes be considered the employees, agents, or independent contractors of MCS and not of Client.

10. **Non-Solicitation.** The Client agrees that it will not, while this Agreement is in effect and for at least one year after the termination of MCS's Services hereunder, directly or in indirectly employ, hire or engage any person who shall have been a non-union employee, agent, or representative of MCS in any capacity in any respect of the Services.



11. Supplies and Equipment. The Client shall provide adequate storage space for MCS's supplies and equipment and shall permit MCS, upon the expiration or termination of this Agreement, to remove its equipment and supplies from the premises within a reasonable time after such expiration or termination.

12. Notices. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Client :
TEACH Las Vegas Charter School
4660 N Rancho Dr,
Las Vegas, NV 89130

MCS :
MasterCorp Commercial Services
3505 N. Main Street
Crossville, TN 38555

Copy to:
2440 W. Mission Lane, Suite 3
Phoenix, AZ, 85021 and;
Att: Legal Affairs
4700 Millenia Blvd, Ste 380
Orlando FL 32839

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

13. Indemnification. Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party and all of its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third party claims, demands, actions, suits, losses, liabilities, damages (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Loss") due to, arising from or relating to (a) the Indemnifying Party's breach of one of its obligations, representations, warranties or covenants set forth in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of any third party; (c) the negligent, willful or reckless act or omission of the Indemnifying Party; or (d) death, personal injury, bodily injury or property damage caused by the Indemnifying Party. Notwithstanding the foregoing, any indemnity on the part of MCS is limited to Loss due to, arising from, or relating to the Services provided by MCS under this Agreement. The Indemnifying Party's obligation to indemnify hereunder is predicated upon the Indemnified Party (i) giving prompt written notice of any Loss, (ii) giving the Indemnifying Party the opportunity to assume sole control over the defense and settlement, if applicable, of the Loss, and (iii) providing, at the Indemnifying Party's sole expense, all reasonably requested and relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party agrees not to settle any Loss without the Indemnified Party's written consent, which shall not be unreasonably withheld. This indemnification will survive the termination of this Agreement.

14. Insurance.

A. **MCS Insurance.** MCS shall at all times maintain, at no cost to Client, the following policies of insurance:

- Commercial (Comprehensive) General Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence and a general aggregate limit of not less than two million dollars (\$2,000,000.00).



- Workers' Compensation Insurance (in compliance with State and Federal laws) covering all of MCS's employees engaged in the performance of Professional Services under this Agreement, and Employers' Liability Insurance with a limit of not less than five hundred thousand dollars (\$500,000.00).

B. **Client Insurance.** The Client shall at all times maintain, at no cost to MCS, Commercial (Comprehensive) General Liability Insurance with combined single limits of not less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of not less than two million dollars (\$2,000,000).

15. **Entire Agreement; Modification of Agreement.** No prior or present verbal or written negotiations, correspondence, agreements, or representations shall be binding upon either Party unless included in this Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by an authorized representative of each Party. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein.

16. **Time is of the Essence.** Time is of the essence with respect to all obligations, deliveries, and payments under this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

17. **Assignment.** A Party will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other such consent shall not be unreasonably withheld.

18. **Successors and Assigns.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

19. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE PARTIES AGREE THAT IN NO EVENT NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY WHETHER BASED IN CONTRACT, TORT OR OTHERWISE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

20. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

21. **Waiver.** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. Further, no custom or course of dealings of the Parties at variance with the terms hereof shall constitute a waiver of that Party's right to demand later compliance.

22. **Construction.** Headings are inserted for the convenience of the Parties only and shall not be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which



Party is more responsible for its preparation. Any ambiguity that might exist herein shall not be construed against the drafting Party.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

24. Compliance with Laws, Permits, and Licenses. At their own expense, both Parties agree to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Each Party will obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its performance under this Agreement, and will obtain all required inspections, authorizations and approvals prior to commencement of the Services. If compliance is impossible for reasons beyond the Parties' control, the noncomplying Party shall immediately notify the other of that fact and of the reasons for noncompliance.

25. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, radioactive fallout, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within seven (7) business days of its occurrence. Time for performance of the work shall be extended by a period of time reasonably necessary to overcome the effect of such delay. In the event such Force Majeure event extends for longer than forty-five (45) days, either Party may terminate this Agreement under this clause.

26. Not in use.

27. Counterparts and execution. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original when executed and delivered, but all of which taken together will constitute one and the same. This Agreement may be executed and delivered by the Parties, in whole or in counterparts, by (i) mail, personal delivery or other courier or physical delivery of an executed original or copy bearing the signature of a properly authorized agent of the executing Party, (ii) facsimile bearing the signature of a properly authorized agent of the executing Party, (iii) email transmission of a file in ".pdf" or similar format bearing the signature of a properly authorized agent of the executing Party, or (iv) except where prohibited by state or Federal law, electronic means via cryptographic, XML-based or other properly authenticated digital or electronic signature of an authorized agent of the executing Party. Upon delivery, each signature properly provided hereunder shall be deemed to have the same binding effect as if the original signature had been delivered to the other Party hereto.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 202_.

“MCS”

MasterCorp Commercial Services,

By: _____

Name: Richard McLaughlin

Title: President of MasterCorp Commercial Services

“CLIENT”

TEACH Las Vegas Charter School

By: _____

Name: _____

Title: _____

Pricing

TEACH Las Vegas Charter School

5 days a week night cleaners’ w/chemical **\$5,077.67 per month**

Floorcare
(includes: MPR 3X per yr. / entire school 2X per yr.) **\$1,400.00 per month**



EXHIBIT A

SCOPE OF WORK

TO BE FINALIZED BY OPERATIONS and tailored to the services that will be provided.

Classrooms

Frequency

Nightly

- Clean and disinfect sinks and countertops with bright work (if applicable)
- Clean and disinfect desks / tables
- Clean both sides of glass panes in windows and doors (if applicable)
- Vacuum all carpeted areas
- Sweep and mop all hard surface floors
- Dust high and low areas (pictures, clocks, partition tops, light fixtures, window sills, vents, baseboards, etc) (monthly up to 6ft.)
- Dust horizontal surfaces **(monthly)**
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all surfaces, fixtures, switch plates, waste receptacles, door frames and door handle with disinfectant.
- Empty pencil sharpeners
- Brush/vacuum all common areas in the classroom furniture as necessary
- Wipe down/sanitize all student desk, chairs and tables
- Clean white board tray
- Wash door glass up to 6'
- Machine scrub and polish VCT **(twice per year)**
- **Report all irregularities to management**

Offices/Administration/Entrance Lobby and Hallways

Frequency

Nightly

- Clean and disinfect sinks and countertops
- Clean and polish tables
- Dust and spot clean all furniture, chairs and fixtures
- Dust baseboards and low wall areas and corners
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, doors and blinds (monthly)



- Sweep and mop hard surface floors
- Vacuum mats/carpet
- Clean and sanitize drinking fountains
- Clean/wash both side of glass doors
- Perform high dusting over six feet
- Spot clean stains in carpet with an extractor (weekly)
- General high dust partitions and other vertical surface (weekly)
- Machine scrub and polish VCT (2X per year)
- Secure all offices doors and turn off light indicated
- Report all irregularities to management

MPR / Cafeteria

Frequency **Nightly**

- Clean and disinfect water fountains
- Clean both sides of glass doors and door frames (if applicable)
- Empty all trash cans and replace
- Replenish consumable supplies
- Spot clean walls
- Vacuum all walk-off mats
- Dust mop all hard floor surfaces
- Machine scrub all hard floor surfaces
- Sanitize door handles/push plates
- Machine scrub and polish VCT (3X per year) winter, spring break, summer)
- Clean all Trashcans on **FRIDAYS**
- Report all irregularities to management

Restrooms

Frequency **Nightly**

- Clean and disinfect all toilets and urinals
- Clean and disinfect all sinks and counters
- Spot clean walls around washbasins
- Disinfect underside and tops of toilet seats
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, and door and push plates with disinfectant



- Sweep and mop hard surface floors
- Vacuum mats
- Clean glass
- Clean dispensers
- Clean all metals and mirrors with bright work
- Sweep and wet mop floors with germicidal solution
- Dust and clean restroom air vents **(monthly)**
- Refill soap, towels, tissue, and seat cover dispensers
- Remove urinal screens, clean with disinfectant and replace in urinals
- Wipe down all partitions and ceramic tile walls. Leave streak free
- Pour clean water down floor drains to prevent sewer gasses from escaping (once per week)
- Dust high and low areas **(once per month)**
- **Machine scrub and polish VCT (2X per year)**
- **Report all irregularities to management**

Employee breakroom

Frequency

Nightly

- Clean table tops and counters with disinfectant cleaner and sanitize surfaces
- Empty all trash cans and replace liners as needed
- Replenish consumable supplies
- Spot clean all walls, light switches, door handles, door frames, and doors
(monthly)
- Sweep and mop hard surface floors and vacuum carpets
- Spot clean front of cabinets doors, outside front of refrigerator and microwave
- Dust horizontal surfaces
- Clean chairs and seats and arms
- Dust high and low areas **(once per month)**
- Machine scrub and polish VCT **(2X per year)**
- **Report all irregularities to management**

Janitor Closets

- Maintain in an orderly and clean condition
- Maintain all copies of SDS on site and accessible
- Maintain a well-stocked area of inventory to clean and disinfect the school
- Report all irregularities to management



**EXHIBIT B
CHANGE REQUEST FORM**

Items that will need approval and discussion	Yes	No
Will the change impact the guaranteed labor, budget or revenue? If yes, please complete one of the following:		
Change the Number of Sites		
Introduction of an additional Service Line		
Removal of a Service, change in scope of service		
Material increase of census population +/- 10%		
Cleanable Square Foot +/- 5%		
Change in Utilization of Facility Space		
Material change in procurement		
Material increase in frequency of service		
Material change in staffing levels		
Mandatory change to law		
Mandatory change in employment law		
Change in Local Policies		
Changes in Service Delivery		
Operational Hours to be altered for Service at the Facility		
Will there be a requirement for Capital Investment above the agreed amounts in the Management Agreement?		
Will the change involve new, untested technology that could be rolled out across multiple facilities?		
Will the change generate a need to change the budget?		
Will the change generate a need to change the FTE Levels?		
Is there a renegotiation or new collective bargaining agreement?		
Change in Procurement Practices?		

If any of the items have been answered as a “Yes”, then a Change Order should be submitted to the other Party for



Review.

Facility Name:

Description:

Date Submitted:

Approved:

Denied:

Effective Date:

Party Approval: _____ Date: _____

Approver's Name: _____

Approver's Title: _____



MasterCorp
COMMERCIAL SERVICES



EXHIBIT C
CHANGE ORDER

MASTERCORP COMMERCIAL SERVICES

[Sample] CHANGE ORDER NUMBER: xx

Commercial Services Agreement dated [Insert Date] (the "Agreement")

MasterCorp Commercial Services, LLC, a Tennessee Limited Liability Company ("MCS"), whose address is 2440 W. Mission Lane, Suite 3, Phoenix, AZ 85021

[Customer's name address, email and telephone number]

[INSERT Date]

RECITALS

This Change Order is an amendment to the above-referenced Agreement entered into on [date of *Commercial Services Agreement*] between MCS and [name of Customer], the terms of which are hereby incorporated into this Change Order by this reference. In the event of any conflict between the Agreement and this Change Order, the terms of [the *Commercial Services Agreement* (or) this Change Order] shall prevail. All other terms of the Agreement shall remain in full force and effect.

The Agreement is hereby amended to reflect the changes as follows:

The following line items of Services set forth in [applicable provision or exhibit to the Commercial Services Agreement being changed] shall be added or deleted from the Agreement as described below:

Change:

Reason: [basis for the change, such as change in conditions, change in law, etc.]

MCS shall complete the project by [date], instead of the dates listed in the Agreement.

Pursuant to this Change Order, MCS shall perform the Services with different personnel, materials, methods, or procedures than as what set forth in the Agreement as described below:

The price for the Services [shall not change (or) shall change as described below:]

Original Contract Amount: [amount]

Change Order Amount: [amount]

Additional/Decreased Amount: [amount]



These changes accepted and agreed by the Parties, to become effective as of [effective date of Change Order].

CUSTOMER

By: _____
Name: [signer's name]
Title: [signer's title]
Date: [date]

MCS

By: _____
Name: [signer's name]
Title: [signer's title]
Date: [date]