

SERVICE CONTRACT

I. The Parties. This Service Contract (“Agreement”) made June 2 2023 (“Effective Date”), is by and between:

Service Provider: Marcia cleaning services 2006 (“Service Provider”),

AND

Client: Contra Costa School of Performing Arts, with a mailing address of 2730 Mitchell Dr, Walnut Creek, CA 94598, Walnut creek , California, 94598 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on June 2 2023 and terminate upon either Party providing 30 day(s) written notice to the other Party.

III. The Service. The Service Provider agrees to provide the following: Custodian Location: Walnut Creek School Duties and Responsibilities: Primary job is to a safe and clean environment for students and staff. Daily: Vacuum or mop all floors Empty all trash receptacles Clean & Sanitize all bathrooms, urinal, toilets, mirrors, & wet mop floors Immediate clean-up of accidents Report excessive need for clean-up in any classroom/area Clean door windows and sanitize doors/handles/knobs Remove gum Remove graffiti immediately Minor repairs Clean locker rooms daily Weekly: Dust shelves, locker tops, and window ledges Empty outside trash can weekly or sooner if needed Report excess need for clean up in any classroom/area Remove scuff marks on the walls Wet mop & sanitize staff bathrooms (August & December) Clean trophy cases Wash & disinfect trash receptacles Clean air handling vents Sweep, clean, wash bleachers down Annual Summer: Window cleaning inside & out RUA maintenance Detail cleaning — all nooks & crannies Paint/repair as needed or directed Clean, sanitize, repair, & remove gum from all desks, chairs, and bathroom walls Remove wax build up along seams of baseboard before waxing Routine maintenance: Replenish or replace paper towels, toilet paper, soap, air fresheners

Hereinafter known as the “Service”.

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the Service Provider's mailing address mentioned in Section I.

IV. Payment Amount. The Client agrees to pay the Service Provider \$7,300.00 as a flat fee for performing the Service to the Client.

Hereinafter known as the “Payment Amount”.

V. Payment Method. The Client shall pay the Payment Amount on a monthly basis.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client’s business is confidential (“Confidential Information”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed (“Work Site”). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XV. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney’s fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney’s fees at the trial level and on appeal.

XVI. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

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

XVIII. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XIX. Additional Terms & Conditions. price will by 10 percent every year

XX. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ Date _____

Print Name _____

Service Provider's Signature _____ Date _____

Print Name _____