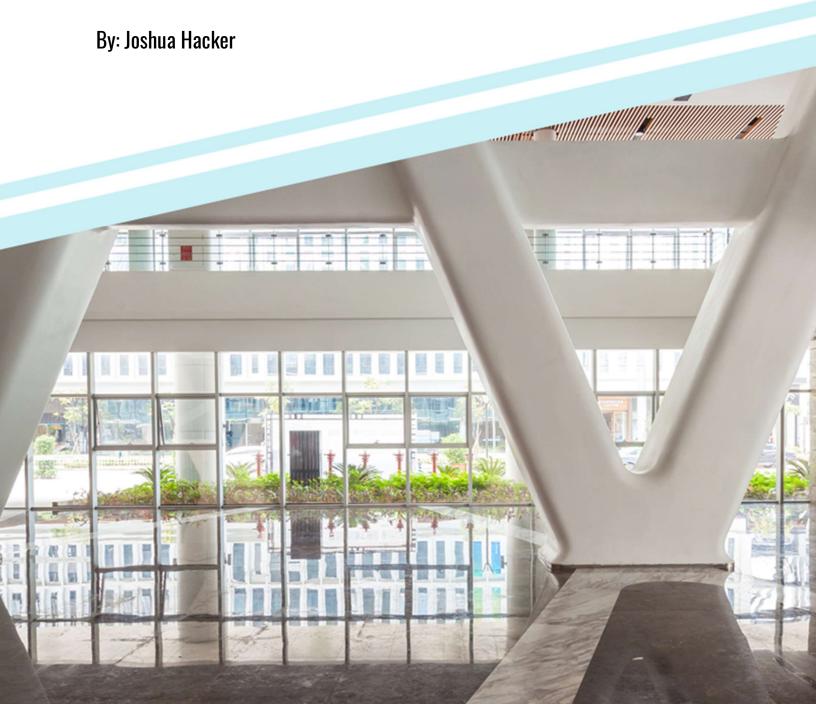




Submitted: 11/03/2023





### **ABOUT US**

The CleanStart team is grateful for being considered and for the opportunity to present this proposal to Encore Junior & Senior High School of the Arts. Through our solutions, incredible team and dedication, CleanStart seeks to enhance our customer's experience and to exceed their needs and expectations.

Relationships are the base of all successful partnerships and CleanStart prides itself on strong relationships and being a true partner with our customers and not just a provider for hire. The CleanStart team is driven to provide customized, sustainable solutions and safe environments driven with a Green Platform supported by technology.

Here are some key highlights of CleanStart for your review.

### Consistent, Certified and Knowledgeable Account Management / Team Members

### Account Management Team

- Professional and extensively certified managers perform site audits ensuring consistent compliance and delivery of CleanStart services
- Real time reporting of services completed coupled with monthly, quarterly and annual reporting
- Consistent communication from management team and 24/7 availability to your team for concerns, requests, emergencies, etc.

### Account Team Members

- Perform site services supported with technology ensuring 100% compliance to scope of work
- Real time reporting of services completed with arrival and departure times
- Extensive cross training, certification in all service offerings and employee recognition programs



### Sustainable and Safe Environment Cleaning Operations

### Green Cleaning

- Green Cleaning Company Certification
- Green Certified equipment, products and materials
- Trained and certified employees in all Green program compliance
- Appropriate Green processes and measures implemented for each customer location

### Technology

- Fully integrated management platform with client access
- Team member site photo clock in/out with GPS
- Scope checklist per customer visit
- Communication access during each customer site visit

#### Clean Start Certifications

- o International Janitorial Cleaning Services Association Master Certification
- o Green Cleaning Company Certification
- Carpet Cleaning Certification
- o Customer Service Certification
- Chemical Hazards Certification
- o Bloodborne Certification

Each client is unique and CleanStart is able to deliver expertise, customized solutions, flexibility and dedication to building an ideal and tailored cleaning operation.

We greatly appreciate the opportunity of presenting this proposal to you and look forward to discussing further very soon.

Warmest Regards,

Joshua Hacker Founder & President





### **GETTING STARTED**

The CleanStart system of establishing and maintaining the highest standards of cleanliness and hygiene has three steps.

### 1. CONSULTATION

Our team of cleaning professionals will visit your sites to determine the current state of cleanliness. Based on a ten-point checklist, they create a deep cleaning plan to establish a baseline for future maintenance. They also outline the daily, weekly, and monthly maintenance routine for the upcoming year.

### 2. DEEP CLEAN

The deep clean is the first step in establishing a routine of daily, weekly, monthly, and yearly maintenance. It sets the stage for maintaining the sanitation of your buildings and properties over the long term. Depending on how your properties are used, we'll schedule additional deep cleans quarterly, biannually, or yearly.

### 3. MAINTENANCE

Your customized janitorial maintenance plan begins right away. Supervisors continuously monitor our cleaning teams to ensure the plan continues to meet your needs and modify the plan to accommodate changes to building demands and use.





## **OUR SERVICES**

CleanStart offers a full range of cleaning services for commercial and institutional properties.

JANITORIAL CLEANING SERVICES POWER WASHING

DAYPORTER SERVICES HIGH DUSTING

TEMPORARY LABOR PARKING LOT CLEANUP

FLOOR MAINTENANCE CONCRETE STAINING

FLOOR REFINISHING CONCRETE POLISHING

CARPET CLEANING EPOXY FLOORING

CONSTRUCTION CLEANUP WINDOW WASHING

UPHOLSTERY CLEANING RECYCLE PROGRAMS





## **WE ARE COVERED**

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 03/29/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER			CONTAC	T Ariana Ro	nilla				
PYA Insurance Brokerage			PHONE	Evr). 877-446	3-2071	FAX (A/C No	877-84	1-1246	
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INSURED	INSURE								
Cleanstart Cleaning Services, Inc				RC:					
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9117 Carrari Ct			INSURE						
Rancho Cucamonga		CA 91737-1522	INSURE						
	RTIFICAT	E NUMBER:	INSURE	<b>N</b> F.		REVISION NUMBER:			
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER OTH- STATUTE ER			
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A					E.L. EACH ACCIDENT	\$		
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYE	E \$		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI	Г \$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Schedu	ule, may be	attached if mor	e space is requir	ed)			
CERTIFICATE HOLDER CANCELLATION									
Insured's Copy			SHOU	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					
				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE /					
				Avionce Bonilla					
HIMME BONLING									
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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ti	his certificate does not confer rights t	o the ce	ertificate holder in lieu of s			)-				
PRODUCER				CONTACT NAME:						
Arthur J. Gallagher Risk Services for CoAdvantage  Jeffrey Rendel				PHONE (AIC, No, Ext): (886) 854-5423 FAX (AIC, No):						
	0 Tequesta Drive			ADDRE	ss: coi@c	oadvantage.c	om			
	questa, FL 33418				INS	URER(S) AFFOR	RDING COVERAGE		NAIC#	
meto				INSURER A: American Zurich Insurance Company					40142	
	URED		CONTRACTOR CONTRACTOR SECOND	INSURER B:					(IV)SSEC.	
	Advantage Corporation Labor Contractor, for o rvices Inc	o-employ	yees of: Cleanstart Cleaning	INSURER C:						
101 Riverfront Blvd Suite 300					INSURER D:					
Bra	identon, FL 34205			INSURE	INSURER E:					
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CO	VERAGES CER	TIFICA	TE NUMBER:22FL090113	0654			REVISION NUMBER:		);	
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	OTHER:							\$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO						BODILY INJURY (Per person)	\$		
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	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	5		
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	EXCESS LIAB CLAIMS-MADE						AGGREGATE	5		
- 1	DED RETENTIONS					3		\$	2	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10/17		04/01/2023	X PER OTH-			
Α	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	WC 23-35-474-00		10/17/2022		E.L. EACH ACCIDENT	\$	2,000,000	
	(Mandatory In NH)	130,000					E.L. DISEASE - EA EMPLOYEE	\$	2,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	2,000,000	
			Location Coverage Per	iod:	10/17/2022	04/01/2023	Client# 611829-CA			
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Cleanstart Cleaning Services Inc 9117 Carrari Ct. Rancho Cucamonga, CA 91737				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
					AUTHORIZED REPRESENTATIVE					

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## **YOUR CUSTOMIZED PLAN**

### **Cleaning Specifications**

<u>SPECIFICATIONS</u> (These specifications can be amended to reflect final tenant finishes.)

**SCOPE** 

### **COVERAGE**

cleanStart Cleaning Services will perform all services stated in specification outline, including but not limited to all entryways, lobbies, reception, office spaces, conference rooms, corridors, stairwells, restrooms, and break areas.

### QUALITY

 This specification will ensure that we provide you services that meet and exceed expectations and ensure 100% compliance



### **GENERAL**

### SCHEDULE OPTIONS

- CleanStart will perform nightly cleaning services Four to Five (4 5) days per week. Nightly cleaning operations will begin after 5:00pm.
  - A two-week rotation is suggested. Half the school will be cleaned 1 night and half the school cleaned the
    following night, 5 NIGHTS PER WEEK. This provides a rotation that completes on a two week schedule and
    delivers half the school being cleaned 3x one week and the other half of the school cleaned 3x the following
    week
  - 2. Requested rotation. Half of the school cleaned 2x/Week and the other half of the school cleaned 2x/Week.
  - 3. Big Top and Bldg A have been added as additional options in the pricing schedule. Options of 1x/Week, 2x/Week, and 2 Week Rotation have been provided.

### **SUPERVISION**

 CleanStart will provide trained and certified supervisory personnel who will manage the team members, audit checks, compliance adherence and prepare all reports.

### **PERSONNEL**

- All team members that perform services are highly trained, cross trained and certified in all tasks assigned to them.
- Should the need arise that replacement personnel be required, replacements will be furnished immediately.

### **REPORTING**

- o Monthly reports are available if desired on performance and audits / quality control checks
- Quarterly reports are available if desired on performance and audit / quality control checks

### APPEARANCE AND EQUIPMENT

- All team members will wear approved company and professional attire.
- o All team members will always display proper identification.
- CleanStart shall furnish company only approved and pristine appearance cleaning products, equipment, machinery, and supplies.



### **STORAGE**

o Encore shall provide CleanStart with secured space on their premises for storage of cleaning materials, equipment and machinery.

#### **RULES**

 All CleanStart team members will maintain professional and friendly order and shall ensure compliance with all building rules and regulations.

### **SECURITY**

- While CleanStart is on premise at the Encore campus, all team members will not admit anyone into the facility, except authorized personnel or those having keys to the facility.
- CleanStart will perform a security check of the Encore buildings to ensure all doors are locked upon leaving.
- Upon completion of nightly services, all designated lights will be turned off, doors locked and closed, offices left in a neat/orderly condition, while adhering to all facility requirements.
- CleanStart will immediately report any irregularities such as doors left unlocked after hours, etc.

### **KEYS**

- Three (3) copies of keys and/or access cards will be supplied by Encore.
- One set for janitorial crew, another for manager, and the final set for Clean Start Office Lock Box.



### LOBBY / ENTRYWAYS / CLASSROOMS

### **NIGHTLY**

- Carpeted Floors All carpeted floors, rugs & mats will be vacuumed. All furniture will be placed back in its original position.
- Uncarpeted Floors All hard-surface floors will be swept, dust mopped and then wet mopped, moving all light furniture. All furniture will be moved back to its original position.
- Waste Containers Waste baskets will be emptied and plastic liners replaced. All bagged trash will be taken to specified area. All items not in a trash can must be marked "TRASH" before they will be removed.

### HALLWAYS, CORRIDORS & STAIRWAYS

### **NIGHTLY**

- Carpeted Floors All carpeted floors, rugs & mats will be vacuumed. All furniture will be placed back in its original position.
- Uncarpeted Floors All hard-surface floors will be swept, dust mopped and then wet mopped, moving all light furniture. All furniture will be moved back to its original position.
- Waste Containers Waste baskets will be emptied and plastic liners replaced. All bagged trash will be taken to specified area. All items not in a trash can must be marked "TRASH" before they will be removed.



# OFFICES, CUBICLES, CONFERENCE ROOMS & MAIL ROOMS BUILDING A

#### **NIGHTLY**

- Carpeted Floors All carpeted floors, rugs & mats will be vacuumed. All furniture will be placed back in its original position.
- Uncarpeted Floors All hard-surface floors will be swept, dust mopped and then wet mopped, moving all light furniture. All furniture will be moved back to its original position.
- o Furniture All furniture will have debris removed.
- Counters, Tables & Coffee Areas All counters and tables will be dusted and cleaned. Coffee pots will be rinsed and coffee makers will be sanitized and polished.
- Waste Containers Waste baskets will be emptied and plastic liners replaced. All bagged trash will be taken to specified area. All items not in a trash can must be marked "TRASH" before they will be removed.
- Interior Glass Glass doors & windows will be spot cleaned, removing smudges and fingerprints.

#### WEEKLY

- High & Low Dusting All accessible horizontal surfaces will be dusted. This will include ledges, sills, partitions, decorations, furniture and file cabinets (free of interfering objects).
- o Interior Glass Glass doors & windows will be cleaned and left streak free inside and out. Metal framing will be cleaned and left streak free inside in out.

### **MONTHLY**

- High & Low Dusting High areas, walls and ceiling vents will be dusted. Cobwebs will be removed.
- Walls Walls will be spot cleaned around light switches, door frames, and door knobs.
- Doors & Jambs All doors and jambs will be spot cleaned to remove any hand marks, stains, spills, and smudges.

  Door tops and returns will be dusted and cobwebs removed.



### KITCHEN / BREAKROOM AREA'S BUILDING A

#### **NIGHTLY**

- Flooring All hard-surface floors will be swept, dust mopped and wet mopped. All light furniture will be moved and
  put back to its original position. All rugs and/or carpeted areas will be vacuumed.
- Counters, Tables & Coffee Areas All counters and tables will be dusted and cleaned. Coffee pots will be rinsed and coffee makers will be sanitized and polished.
- o Furniture & Cabinets All furniture will have debris removed. Cabinets will be spot cleaned removing smudges, fingerprints and debris inside.
- o Sinks, Fixtures & Water Dispensers Sinks, Faucets and Dispensers will be sanitized and polished.
- o Bright Work All bright work metal accessories will be cleaned and polished.
- o Appliances Refrigerator & Microwaves will be sanitized and polished (inside and out).
- Receptacles All receptacles will be emptied, disinfected and new liners installed. Soap dispensers and towel dispensers will be checked and filled as necessary.
- o Interior Glass Internal windows will be spot cleaned.
- Walls Walls around sinks, waste receptacles and dispensers will be spot cleaned removing spills, smudges and fingerprints.

### **WEEKLY**

- High & Low Dusting All accessible horizontal surfaces will be dusted. This will include ledges, sills, partitions, decorations, furniture and file cabinets (free of interfering objects).
- Interior Glass Glass doors & windows will be cleaned and left streak free inside and out. Metal framing will be cleaned and left streak free inside in out.

#### MONTHLY

- o High & Low Dusting High areas, walls and ceiling vents will be dusted. Cobwebs will be removed.
- Walls, Doors & Jambs Walls will be spot cleaned around light switches, door frames, and door knobs. All doors and jambs will be spot cleaned to remove any smudges and fingerprints. Door tops and returns will be dusted and cobwebs removed.
- Sinks, Fixtures & Water Dispensers Buildup around fixtures, sink drains and dispensers will be removed.



### **RESTROOMS**

### **NIGHTLY**

- Flooring All hard-surface floors will be swept, dust mopped and wet mopped. All light furniture will be moved and put back to its original position. All rugs and/or carpeted areas will be vacuumed.
- Counters, Sinks & Shelves All countertops, sinks, shelves & ledges will be cleaned and sanitized.
- Metal Fixtures/Mirrors All bright work, mirrors, powder shelves, towel dispensers, receptacles, kick/push plates and any other metal accessories will be cleaned and polished.
- Ceramic Fixtures All basins, bowls, and urinals will be scoured, washed, and sanitized, including tile walls near
  urinals and basins. Both sides of all toilets seats will be cleaned and sanitized.
- Receptacles All waste paper and refuse including soiled sanitary items will be removed. All receptacles will be cleaned, sanitized and new liners installed. Toilet tissue holders, seat cover containers, soap/hand lotion dispensers, towel dispensers and sanitary vending dispensers will be refilled as necessary.
- Walls & Partitions Walls around sinks, urinals, toilets, partitions, waste receptacles, sinks and dispensers will be spot cleaned removing spills, smudges and fingerprints.
- Interior Glass Internal windows will be spot cleaned.

#### WEEKLY

- High & Low Dusting All accessible horizontal surfaces will be dusted. This will include ledges, sills, partitions, decorations, furniture and file cabinets (free of interfering objects)
- o Tile & Partition Walls All tile walls will be fully cleaned and disinfected.

### **MONTHLY**

- High & Low Dusting High areas, walls and ceiling vents will be dusted. Cobwebs will be removed.
- Walls, Doors & Jambs Walls will be spot cleaned around light switches, door frames, and door knobs. All doors and jambs will be spot cleaned to remove any smudges and fingerprints. Door tops and returns will be dusted and cobwebs removed.
- o Sinks, Fixtures & Dispensers Buildup around fixtures, sink drains and dispensers will be removed.





## **YOUR INVESTMENT**

A team of cleaners and a supervisor will be assigned to you. It's important that your cleaning team knows your buildings and facilities as well as you do, so we make every effort to keep the CleanStart team consistent.

### **NIGHTLY JANITORIAL SERVICES FEE OPTIONS:**

### **CLASSROOMS**

2 Week Rotation (provide 2x and 3x per week cleaning alternating) - \$4,075 / month

### BUILDING "A"

• 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - \$675 / month

### BUILDING "B & D" Breakroom

• 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - \$675 / month

### **BUILDING "BIG TOP"**

• 2 Week Rotation (provide 2x and 3x per week cleaning alternating) - \$510 / month





## **CONTRACT AGREEMENT**

### JANITORIAL CONTRACT

This Janitorial Contract for Services is made effective as of November 3rd, 2023, by and between Encore Junior & Senior High School for the Arts ("Encore") located at 16955 Lemon St., Hesperia, CA 92345 and CleanStart Cleaning Services, Inc. ("CSCS") of 9300 Santa Anita Ave., #108, Rancho Cucamonga, CA 91730.

**DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_\_\_, 2022, CSCS will provide Encore the janitorial services described in the presented "Cleaning Specifications". All Services included in this agreement will be completed at 16955 Lemon St., Hesperia, CA 92345 (service address).

**MATERIALS AND SUPPLIES.** CSCS shall furnish all materials and equipment necessary to perform the services described in Paragraph 2 of this agreement.

**SUPERVISION.** Scheduled monthly and additional random quality assurance inspections will be conducted by CSCS to ensure all services are being properly performed and absolute compliance is being met. To ensure that any concerns or issues that may arise are addressed and rectified immediately, Encore will promptly communicate any problems or observations to CSCS.

**PAYMENT.** Payment shall be made to Clean Start Cleaning Services, Rancho Cucamonga, California 91737, in the amount outlined below upon completion of monthly services and receipt of CSCS invoice to Encore.

- Janitorial services monthly invoice amount \$5,935.00
- Additional services quoted upon request.



The foregoing compensation complies and exceeds the state minimum scale for employees of CSCS. In the event of any increase or decrease in the minimum wage scale, the compensation to be paid CSCS will be adjusted accordingly; such adjustment shall be operative from the date of such increase or decrease.

In addition to any other right or remedy provided by law, if Encore fails to pay for the Services when due, CSCS has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

**TERM.** Either party may terminate this contract, without cause or penalty, by giving the other sixty (60) days advance written notice of its intent to terminate this agreement.

**COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS.** In performing the services required of it under this agreement, CSCS shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

**SERVICE CONTRACT ADJUSTMENTS.** The recurring monthly fees for janitorial services are based on current payroll, required vacation and sick, mandatory insurances (Worker's Compensation, general liability insurance) FUTA and SUI rates. If and when there may be a state mandated increase in these cost components, CSCS reserves the right to negotiate with Encore for an adjustment in terms to accommodate such increases.

**INSURANCE.** CSCS shall procure and maintain throughout the term of this agreement a workers' compensation insurance policy for the protection of its employees engaged in work under this agreement.

**CONFIDENTIALITY.** CSCS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CSCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to Encore. CSCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**WARRANTY.** CSCS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in CSCS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to CSCS on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have three (3) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Contract.



**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and two (2) arbitrators in turn shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** The Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.



**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATOF	RIES. This Agreement shall be signed on behalf of Encore Junior & Senior High School for the Arts by and on behalf of CSCS by Joshua Hacker, and effective as of the date first above written.
Service Re Encore Jur	cipient: nior & Senior High School for the Arts
Ву:	
1	Name of Signer:
-	Title of Signer:
Service Pro	ovider:
Clean Star	t Cleaning Services
By:	
•	Joshua Hacker
I	President

