

**Terms and Conditions**

Gardner Enterprises, Inc. d/b/a CITY WIDE FACILITY SOLUTIONS OF LOUISVILLE

This AGREEMENT (the "Agreement") is made and entered into as of the 9<sup>th</sup> day of January, 2024, by and between Gardner Enterprises, Inc. d/b/a City Wide Facility Solutions of Louisville ("City Wide") and CCND, a sole proprietorship / partnership / limited partnership / limited liability company / corporation /not-for-profit corporation (circle one), organized under the laws of the State of IN ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

1. **Services and Products.** Services and products (if applicable) will be provided as set forth in a separate document ("Service Agreement") attached hereto. The date City Wide's services ("Services") are to commence shall be set forth in the attached Investment Recap, signed by representatives of both Parties. If no date is set forth in the Investment Recap, then Services will commence on a date mutually agreeable to the Parties.
2. **Performance.** Services shall be provided in a professional and workman-like manner in conformity with the Service Agreement. "City Wide Personnel" consists of City Wide employees, agents and/or independent contractors. City Wide shall retain full responsibility for the Services of any City Wide Personnel. If any individual assigned is unacceptable to the Customer, the Customer shall promptly notify City Wide management concerning the situation. If the Parties are unable to arrive at a solution that is acceptable to the Customer, the Customer may request that City Wide replace the individual.
3. **Invoices.** City Wide will invoice Customer on or about the first workday of each month in which Services and products are provided. Monthly fees for Services and Products as set forth in the Service Agreement and Investment Recap are \$1109.00. Services and Products Monthly fees may be prorated by City Wide when appropriate. Invoices for Services and Products, as set forth in the Service Agreement and Investment Recap, shall be paid net fifteen terms. Sales Tax is not applicable because Customer is an Indiana governmental unit. Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon completion of the additional services or delivery of the additional products, and payment will be due upon receipt of the invoice. Any dispute concerning an Invoice or Services shall be identified in writing within ten (10) days of the Invoice or the rendering of the Services, as the case may be. City Wide will charge the Customer a late charge of 1½ % per month on all outstanding balances of more than 30 days from the invoice date. Customers shall also pay, where appropriate, all collection costs including reasonable attorneys' fees.
4. **Price Increases.** Notwithstanding anything herein to the contrary, adjustments to the charges for Services, as set forth in the Investment Recap, may be made in the event that (i) additional workmen are employed by City Wide at the request of the Customer to extend service areas and/or specifications, (ii) additional wages are paid out by City Wide for Services, due to union increases and/or (iii) any other governmental action that directly and materially affects City Wide's costs of Services. Any change in fees for Services requires a 30-day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder in writing prior to the effective date of such increase without penalty. Customer shall immediately notify City Wide in writing of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until written notification of the deletion of square footage has been given by Customer to City Wide. Charges shall be due for an addition of square footage regardless of whether Customer notifies City Wide of such.
5. **Materials.** All cleaning materials and equipment necessary for Services will be furnished by City Wide, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option, City Wide may provide these products for an additional cost.
6. **Indemnification.** Customer and City Wide shall fully indemnify, defend, and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.
7. **Conflicts.** If terms or provisions herein conflict with the terms or conditions set forth in another agreement between the parties, the terms hereof shall prevail even if the other agreement is entered into prior to this Agreement. City Wide's maximum legal liability and exposure, with respect to conflicts, to Customer hereunder shall not exceed the charges paid by Customer for one month's Services. No oral representations or promises have been made to the Customer.
8. **Non-Solicitation.** While Services are being provided hereunder, including any extension or renewal of the Services, and for a period of 1 year following the termination of City Wide's Services, Customer shall not employ, contract with nor have any business dealings with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or an employee or agent of a City Wide independent contractor, while Services were being provided hereunder regarding the same or substantially similar services that City Wide was providing to Customer. As used in this section of this Agreement, the term "Customer" shall mean the undersigned Customer, together with all employees, agent's partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section of this Agreement, in addition to all other remedies provided by law, it is understood that City Wide may seek an immediate Temporary Restraining Order from any Court of competent jurisdiction, without bond, shall be entitled to payment by Customer of all costs and expenses incurred by City Wide in connection with the enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer violates the provisions of this paragraph shall be added to the 2-year duration of the restriction.
9. **Relationship of Parties.** Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the

**Terms & Conditions**

Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent. Each Party shall remain responsible for the withholding and payment of all federal, state, and local personal income, wage, earnings, occupations, social security, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective personnel.

10. Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

11. Security. City Wide and its employees, agents, contractors, and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer/tenants' responsibility to have such items locked in a secured area, where City Wide Personnel do not have access. In the event of a theft, City Wide will fully cooperate with law enforcement agencies.

12. Keys. Customer agrees to provide four (4) complete sets of building keys. Customer agrees to allow City Wide to copy keys at a cost of \$5.00 per key, to be invoiced separately of monthly service charges if four (4) sets are not provided.

13. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to always maintain in effect during the term of the Services rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. Insurance certificates will be furnished upon request. In addition, City Wide shall maintain worker's compensation insurance as required by applicable law.

14. Term. The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. This agreement shall be automatically renewable on the anniversary date, with same terms and conditions, unless either party gives written notice of termination, at least 30 days prior to anniversary date. No such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. Notwithstanding the foregoing, it is understood that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for a term of one (1) year from services start date as agreed to and per above notation.

15. Force Majeure. City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered, or delayed by a force majeure occurrence.

16. Assignments. This Agreement shall bind all parties, their heirs, assigns, successors, agents, and representatives. City Wide may assign this Agreement and its obligations hereunder.

17. Governing Law. This Agreement shall be governed by the laws of Indiana. The Customer consents to the jurisdiction and venue of any court in Indiana.

18. Arbitration. The parties hereto agree that any dispute respecting the interpretation of this Agreement, a breach hereof or otherwise dealing with this Agreement (and addendums or amendments thereto), shall be resolved by binding arbitration conducted in Jeffersonville, IN (or another location in the greater Clark County, IN area selected by City Wide). If Customer loses, it shall pay City Wide's arbitrator fee, as well. In the event the parties cannot agree upon an arbitrator, the parties agree that USA& M in accordance with its Consolidated Arbitration Rules (and if not available, then another reputable arbitration company in the greater Clark County, IN area) shall provide the arbitrator. Informal rules of evidence and procedure shall apply. It is understood that in the event City Wide is desirous of injunctive relief, it may, at its option, seek such in court without waiving its rights to have the money damage claims be resolved by an arbitrator.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION TO WHICH, THE PARTIES AGREE TO BE BOUND.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CLARK COUNTY HEALTH DEPT  
Print Customer's Legal Name Here

By: [Signature]  
Print: DONALD J BENTFIELD  
Title: Administrator

Gardner Enterprises, Inc.  
d/b/a City Wide Facility Solutions of Louisville

By: [Signature]  
Print: [Signature]  
Title: GM

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.