

CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") is dated this _____ day of _____, _____.

CLIENT

Town Of Danville Indiana
49 North Wayne Street Danville IN. 46122
(the "Client")

CONTRACTOR

BL3 LLC
116 Gale Road Danville, IN. 46122

-AND-

AWR Cleaning Services LLC
P.O Box 29 Bainbridge In. 46105
(individually and collectively the
"Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.
- B. The Contractor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this Agreement.
- C. The Contractor has met annual CJIS Qualifications for Classified Information encounters which is Mandated by Criminal Justice Institute for protection of Classified Information.

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, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"):
 - Cleaning Municipal Facilities.
2. The venue for delivery of the Services is:

- 49 N. Wayne Street Danville Indiana.

3. The time for delivery of the Services is:

- 3 times per week.

4. The Services will also include any other cleaning tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

- 5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until January __, 2027, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.**

PERFORMANCE

- 6. Detailed Cleaning Services are included in Exhibit A.**
- 7. As employees of the Client (The Town of Danville) the Contractor (BL3 LLC and AWR Cleaning Services LLC) cleaning agreement duties will not be performed while being on Town Compensated time.**

CURRENCY

- 8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).**

COMPENSATION

- 9. The Contractor will charge the Client for the Services at the rate of \$2,000.00 per month (the "Compensation").**
- 10. The Client will be invoiced every month.**
- 11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.**
- 12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.**

CONFIDENTIALITY

- 13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.**

14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The Contractor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The 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 the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

17. Except as otherwise provided in this Agreement, the Contractor will provide Services during non-working hours in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

18. Except as otherwise provided in this Agreement, the Town of Danville will provide chemicals, solvents, cleaning fluids and any other supplies necessary to deliver the Services in accordance with the Agreement.

NOTICE

19. 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:
 - a. Town Of Danville Indiana
49 North Wayne Street Danville IN. 46122
 - b. BL3 LLC

116 Gale Road Danville, IN. 46122

c. AWR Cleaning Services LLC
P.O Box 29 Bainbridge In. 46105

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.

INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

21. 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 each Party or an authorized representative of each Party.

ASSIGNMENT

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

24. 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.

TITLES/HEADINGS

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

- 26.** This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

SEVERABILITY

- 27.** 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.

WAIVER

- 28.** 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.

Town Of Danville Indiana

BL3 LLC

AWR Cleaning Services LLC