

**PROFESSIONAL JANITORIAL SERVICES AGREEMENT BETWEEN CUSTODIUS CHICAGO
AND HANOVER TOWNSHIP**

The following terms shall be the scope of service between CUSTODIUS CHICAGO ("Contractor") and Hanover Township, Cook County, Illinois, an Illinois Township ("Township" or "Client") for professional janitorial services related to the Izaak Walton Reserve located at 899 Jay Street, Elgin, IL, 60120. This Professional Janitorial Services Agreement ("Agreement") is entered into this 19 day of August, 2015 by and between Contractor and Client.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutual acknowledged, Contractor and Client agree as follows:

1. Description of Contractor's Services. Contractor agrees it, its employees, and its agents, or anyone acting on its behalf, shall furnish labor, equipment, cleaning materials, and supervisions necessary to provide the janitorial services to be performed at the Izaak Walton Reserve located at 899 Jay Street, Elgin, IL, 60120. The services and the areas in which janitorial services shall be provided shall comply with the terms of Exhibit A, which is incorporated and attached hereto. Further, Contractor shall assume all financial responsibility, including but not limited to, employee wages and withholding of taxes, which are in any way related to the terms of this Section and Exhibit A of this Agreement or in furtherance of this Agreement.

2. Description of Client's Services. Client agrees to provide proper payment to Contractor pursuant to Section 4 of this Agreement. Further, Client shall supply Contractor and Contractor's employees, agents, or anyone acting on its behalf with certain disposable janitorial supplies, including, but not limited to, hand towels, soap, toilet tissue, and trash can liners. Client's supplying of disposable janitorial supplies shall be pursuant to Contractor's instructions on which disposable janitorial supplies are required. Client retains the right to reject, in its sole discretion, any disposable janitorial supply requests. If Client requests Contractor to provide such disposable janitorial supplies, it is understood between the parties the furnishing of such supplies may be provided to Client at an additional cost to the terms of Exhibit A. Contractor shall inform and provide Client with the costs of the disposable janitorial supplies prior to providing such supplies to Client.

3. Insurance. Contractor shall procure and maintain at all times, at Contractor's own expense, during the terms of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement. The kinds and amounts of the insurance required are as follows:

- a. Worker's Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, covering all of Contractor's employees, agents, or anyone acting on its behalf and Employer's Liability coverage with limits of not less than \$100,000.00 per accident or illness.
- b. Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insured, and contractual liability (with no limited endorsement). Hanover Township, its Board of Trustees, its elected officials, its employees, its agents, and its representatives are to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from

the Agreement. Said coverage shall be evidenced on the Certificate of Insurance covering the Izaak Walton Reserve.

- c. Automobile Liability Insurance (Primary and Umbrella). When any motor vehicle (owned, non-owned, and hired) are used in connection with the project and with work to be performed on the project, Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage.

Contractor shall be responsible for all losses or damages to personal property (including but not limited to materials, equipment, tools, and supplies), owned or rented, by Contractor. Contractor shall furnish to the Township original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurrence during the term of this Agreement. Contractor shall submit evidence on insurance prior to entering into the Agreement. The receipt of any certificate does not constitute agreement by the Township that the insurance requirements in the Agreement have been fully met or that the insurance policies on the certificate are in compliance with all Agreement requirements. The failure of the Township to obtain certificates or other insurance evidence from Contractor shall not be deemed to be a waiver by the Township. Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve Contractor of its obligations to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the Township retains the right to terminate the Services Proposal until proper evidence of insurance is provided. The insurance shall provide for thirty (30) days prior written notice to be given to the Township in the event coverage is substantially changed, canceled, or non-renewed. Any and all deductibles or self-insured retention on referenced insurance coverages shall be borne by Contractor. Contractor agrees that insurers shall waive their rights of subrogation against Hanover Township, its Board of Trustees, its elected officials, its employees, its agents, and its representatives. Contractor expressly understands and agrees that any coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement documents or by law. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Township shall apply in excess of and not contribute with insurance provided by Contractor under the Agreement. The required insurance shall not be limited by any limitations expressed in the liability language herein or any limitation placed on the liability therein given as a matter of law. The Township maintains the right to reasonably modify, delete, alter, or change these requirements. The Township shall provide Contractor with thirty (30) day prior written notice of such modification, deletion, alteration, or change of these requirements.

4. **Fees.** Client shall provide payment of eight hundred sixty-five dollars per month (\$865.00/month) to Contractor based on the janitorial services agreed to in Exhibit A. Contractor shall provide janitorial services five days per week. The terms of this Agreement shall be on a month to month basis starting on September 15, 2015. During periods of construction, renovation, or other occurrences which increase the work load of Contractor's employees or agents, Contractor may request additional charges to be invoiced to Client during such periods to compensate for the additional work required. Contractor shall contact Client prior to such additional charges and shall receive Client's express, written consent for the additional work required. Contractor's failure to comply shall result in Client's non-payment for the additional required work. Contractor shall provide Client with a janitorial services invoice on the first (1st) of the month for the previous month serviced. Payment is due by Client within fifteen (15) days of the invoice date.

5. **Assumption of Liability.** To the fullest extent permitted by law, Contractor and its employees, agents, and anyone acting on its behalf assume all liability for claims, causes of action, and damages from any personal injury, personal loss, or damages to property arising out of or attributable to the Agreement and the

janitorial services provided therein. Contractor is aware of the risks associated with the Agreement and Contractor voluntarily assumes those risks in consideration of Agreement herein. The Township shall not be liable for any damage occasioned by failure to keep the Izaak Walton Reserve in repair and shall not be liable for any damage caused to any part of the project property or premises. Contractor agrees to indemnify and hold harmless the Township from any damages and causes of action of any kind that might occur pursuant to the terms of this Agreement. Furthermore, the Township shall not be liable for any damages of any kind in the event the Izaak Walton Reserve becomes unusable to Contractor for whatever reason.

6. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, protect, save, defend, and hold harmless the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees in the form of costs and attorneys' fees, to the extent such damages arise from or in any way connected with (i) any act, omission, wrongful act, or negligence of Contractor, its employees, agents, or anyone acting on behalf of any of them; (ii) any accident, injury or damage whatsoever occurring, arising out of, incidental to, or resulting directly or indirectly from Contractor's use of the Izaak Walton Reserve pursuant to the terms of this Agreement whether such loss, damages, injury, or liability is contributed by a condition of the Izaak Walton Reserve itself or any equipment thereon, whether latent or patent, or from other causes whatsoever; and/or (iii) Contractor, its employees, agents, or anyone acting on behalf of any of it breach of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. This obligation to indemnify shall survive the expiration and/or termination of this Agreement. Nothing herein shall be construed to represent a waiver of any privileges and immunities granted, by statute or common law, to the Township as a unit of local government.

7. Compliance. Contractor will in every respect comply with the terms and provisions of this Agreement, as well as the ordinances, rules, and regulations of the Township and Ordinance, as well as with all applicable laws, including the laws of any municipality in which the Izaak Walton Reserve are located.

8. Access. Nothing in this Agreement shall restrict the access to the Izaak Walton Reserve by the employees, officers, officials, and/or agents of Township who have a legitimate need for such access, including access required to determine whether or not Contractor is in compliance with the terms and conditions of the Agreement. No person other than a Township employee, officer, official, and/or agent shall disturb or interfere with Contractor occupying the Izaak Walton Reserve under the authority of this Agreement. The Township shall provide to Contractor, its employees, its agents, and/or anyone acting on its behalf a secure storage area for cleaning equipment and disposable janitorial supplies. This storage area shall be solely accessible to Contractor, its employees, its agents, and/or anyone acting on its behalf and shall be maintained in a professional manner by the Township.

9. Disclaimer. Contractor expressly acknowledges that Client makes no representations or warranties, express or implied, as to the adequacy, fitness, or condition of the Izaak Walton Reserve for the purposes set forth herein, or for any other purpose or use, express or implied, by Contractor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, AND HABITABILITY ARE HEREBY EXCLUDED. Contractor accepts use of the Township's Building and Facilities and the improvements thereon, "AS-IS" and "WITH ALL FAULTS." Contractor acknowledges that Contractor has inspected the Izaak Walton Reserve to Contractor's satisfaction as to the adequacy, fitness, and condition thereof.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Client and Contractor and Contractor's respective successors and assigns. Notwithstanding the foregoing, Contractor shall not assign, lease, or sub-lease this Agreement without the express written consent of Client which Client may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

11. Non-Discrimination. Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Contractor agrees not to deny services or use of the Izaak Walton Reserve on the basis of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, marital status, or unfavorable discharge from military service or otherwise in violation of any applicable local, state, or federal laws or statutes.

12. Hazardous Substances. Contractor, its employees, agents, or anyone acting on its behalf shall not cause or permit any Hazardous Substances to be brought upon, kept, stored, or used in or about the any Township Buildings and Facilities. If the presence of Hazardous Substances brought upon, kept, stored, or used in or about any Township property by Contractor, its employees, agents, or anyone acting on its behalf, in violation of this paragraph, results in contamination of any Township property, Contractor shall pay for all costs of clean up and shall indemnify, hold harmless, and, at the Township's option, defend Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents from and against any and all claims, demands, expenses including costs and attorneys' fees, fines, penalties, and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal, or restoration work required by any local, state, or federal governmental authority, laws, statutes, rules, and regulations as a result of any such Hazardous Substances on or about the Township property. For purposes hereof, Hazardous Substances shall include, but not be limited to, the following: substances defined as "hazardous substances" and/or "toxic substances" in the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; the Federal Hazardous Materials Transportation Act, as amended; and the Federal Resource Conservation and Recovery Act, as amended; those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws. Contractor's duties and obligations to indemnify the Township shall survive the termination and/or expiration of this Agreement.

13. Termination of Agreement. It is the intention of this Agreement to remain in full force and effect to the satisfaction and best interest of both Contractor and Client. Either party to this Agreement can terminate this Agreement, for any reason, upon thirty (30) days written notice. Written notice shall be provided by either certified or registered mail and the thirty (30) day notice period begins the date of mailing. Upon written termination by either party, all unpaid invoices shall be paid in full prior to the conclusion of monthly services. Further, Client agrees it shall not, for a period of six (6) months after the termination of this Agreement, for any permissible reason to terminate this Agreement, hire, retain, or employ on its own payroll or on contract basis through any third (3rd) party, directly or indirectly, any individual that is or has been employed by Contractor for the performance of janitorial services without approval of Contractor.

14. Miscellaneous. This Agreement sets forth the entire understanding of Contractor and Client. Contractor and Client agree there shall be no change or modification to this Agreement unless any such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. Contractor and Client agree the titles of the items in this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose. This Agreement shall be

construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall take place in the Circuit Court of Cook County, Illinois. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty or obligation to any third party. Nothing in this Agreement shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privilege and/or immunities of the Township, its Administrator, Supervisor, members of the Board of Trustees, employees, volunteers, and agents as to any claim, cause, and/or cause of action of any kind or nature whatsoever. If any clause, phrase, provision, or portion of this Agreement to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision, or portion hereof to other persons or circumstances. This Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument. Contractor warrants the Contractor is authorized to execute and effectuate this Agreement and Contractor does so voluntarily. Facsimile signatures shall be sufficient for purposes of executing and finalizing this Agreement.

ACCEPTED FOR HANOVER TOWNSHIP:

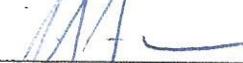

BY: JAMES C. BARR

TITLE: TOWNSHIP ADMINISTRATOR

8/19/15
DATE

Contract Start Date: 9/15/15

ACCEPTED FOR CUSTODIUS CHICAGO:


BY: JUSTIN FRANCOISE

TITLE: PRESIDENT

8/19/15
DATE

HANOVER TOWNSHIP

CUSTOMIZED SPECIFICATIONS

These specifications for cleaning are based on conversation with Steve Spejcher, Facilities and Maintenance Director of Hanover Township. All items and frequencies are included in the price. The price includes all equipment and cleaning materials provided by CUSTODIUS CHICAGO.

PLEASE SEE ENCLOSED CLEANING CHECKLIST

(Attached)

	Daily	Weekly	Monthly	Bi Monthly	Quarterly	Bi Annually	Annually
General Cleaning (Entrances, Main Rooms, Offices)							
Collect all waste and recyclable materials from interior containers and place in designate outdoor containers. Insert liners.	x						
Remove fingerprints from doors, moldings and around light switch plates.	x						
Dust exposed areas of horizontal surfaces including tables, counter tops, file cabinets, bookcases, shelves and desks/credenzas, etc. Items on these surfaces will not be disturbed.	x						
Spot clean unobstructed working area surfaces of tables, file cabinets, shelves, etc.	x						
Clean, scour and sanitize drinking fountains.	x						
Spot clean all entrance (interior and exterior) door glass, both sides.	x						
Spot clean interior door and partition glass, both sides.	x						
Inspect and replenish towel, tissue, soap dispensers as needed (Provided by Client)	x						
Remove spider webs in areas near the floor, windows and ceiling/wall edge.	x						
Spot clean and polish wall areas of elevators.	x						
Clean and polish elevator doors, molding and control panel areas	x						
Damp wipe complete railings of all stairways.	x						
Dust window sills and blinds.		x					
Spot clean chairs.	x						
Rest Rooms							
Clean, sanitize and polish all metal and vitreous surfaces, including toilet bowls, urinals, hand basins, sinks.	x						
Clean all chrome fittings.	x						

	Daily	Weekly	Monthly	BI Monthly	Quarterly	BI Annually	Annually
Clean and sanitize toilet seats (both sides), baby changing stations, and all counter areas.	X						
Clean mirrors.	X						
Empty all waste receptacles and insert liners. Sanitize interior.	X						
Damp clean exterior of waste containers.	X						
Dust window sills.	X						
Replace/refill urinal and toilet deodorizers as needed (Provided by Client)	X						
Spot clean all walls.	X						
Clean and refill all dispensers to include, but not limited to, paper towels, napkins, toilet tissue, soap, toilet seat covers, facial tissue, etc (Provided by Client).	X						
Floor Care - Resilient and Hard							
Remove dust and dirt prior to damp mopping including stairways.	X						
Damp mop all floors (including stairways and under mats).	X						
Clean floor mats with a vacuum.	X						
Floor Care - Carpets							
Vacuum all unobstructed carpeted areas.	X						
Floor Care - Hardwood							
Dust mop.	X						
Spot clean as needed.	X						