

## **SERVICE AGREEMENT**

Enviro-Mester									•	
Customer Name:			DBA Name:				Store #:			
Physical Address:										
City:				Stat	te:	_Zip <u>:</u>				
Authorized Contact	Name and Title:_				Point of C	Contact Email:				
Phone:		Fax:			Cell:					
Accounts Payable/Billing Contact Name:				Billing Email:						
Billing Address:				Bi	illing Phone:					
						TERMS: ACH	eBill	(Please direct o	ustomer to Enviro-Master.com)	
				SER	VICES					
RESTROOM & H	YGIENE F	OAMING DR	AIN	SCRUB SERVICE			HAND SANITIZER			
Restrooms		itchen_								
Bowls	<del></del>	estrooms_								
Urinals				- · · · · · · · · · · · · · · · · · · ·			Frequency			
	Sinks Total Drains						MICROMAY FLOOR			
Total Sani Charge \$ Foaming Drain Charge \$			arge \$					MICROMAX FLOOR		
Frequency	F	requency					No. of Rooms@= \$ MicroMax Frequency			
DEEDESH DOWE	D CCDIID					IVIIC	olviax Fi	equency		
REFRESH POWE	K 3CKUB						M WIN			
Dumpster \$	Patio \$	Walkway \$	FOH \$	ВО	Н\$(				= \$	
Freq	Freq	Freq	Frea	Fre	ea I	Freq	1 Freque	ncy		
- 1	- 1 <u></u>	- 1			1	SA	NIPOD	-		
TRIP CHARGE \$	(C	harged at time	e of each s	ervice)		No.	of Fem E	Bins@_	= \$	
TRIP CHARGE \$ (Charged at time of each					San	SaniPod Frequency				
			INSTA	LLATIO	N & SETUI	P FEES				
Towel Dispenser Install \$ Tis		Tissue Dispenser Install \$			Other Dispenser Install \$					
Initial Sanitization \$ Ini		Initial RR Hygiene Service \$			Initial Scrub Se	Initial Scrub Service \$				
V										
Initial RPM Service	e	\$ I	nitial Re-Fr	esh Service	\$	Initial Drain Se	rvice		\$	
				PRO	DUCTS					
Products	Amount Per	Dispensers	Qty	Warranty	Replacemen	t Products	Qty	Amount	Frequency of	
	Unit	EM Proprietary Tv		Rate \$	Rate \$	EM Urinal Mat		\$	Service	
EM Proprietary JRT Tissu EM Proprietary		JRT EM Proprietary						ļ		
Hardwound Natural EM Proprietary	\$	Towel Mechanica	al	\$	\$	EM Commode Mat		\$		
Hardwound White	\$	Towel <b>Hybrid</b> Center Pull Towel	1	\$	\$	Bowl Clip		\$		
Center Pull Towels	\$	Dispenser		\$	\$	Wave 3D Urinal Screen		\$		
				1	1	Splash Hog Urinal		1 .	1	

	Oilit		nate	nate				SCIVICC
EM Proprietary JRT Tissue	\$	EM Proprietary Twin JRT	\$	\$	EM Urinal Mat		\$	
EM Proprietary Hardwound Natural	\$	EM Proprietary Towel <b>Mechanical</b>	\$	\$	EM Commode Mat		\$	
EM Proprietary Hardwound White	\$	EM Proprietary Towel <b>Hybrid</b>	\$	\$	Bowl Clip		\$	
Center Pull Towels	\$	Center Pull Towel Dispenser	\$	\$	Wave 3D Urinal Screen		\$	
Multi-Fold Natural	\$	- Multi-Fold Dispenser			Splash Hog Urinal Screen		\$	
Multi-Fold White	\$	Wulti-Fold Dispenser	\$ \$					
		EM Proprietary A/F Dispensers	\$	\$	Surefoot EZ		\$	
		EM Proprietary Soap Dispenser	\$	\$	Daily		\$	
Seat Cover Sleeve	\$	Seat Cover Dispenser	\$	\$	Dish Detergent		\$	
		Hand Sanitizer Dispenser	\$	\$				
Grit Soap	\$	Grit Soap Dispenser	\$	\$				
		SaniPod Receptacle	\$	\$				

SpecialInstructions:\_\_\_\_\_

## **SERVICE AGREEMENT**

## **Terms and Conditions**

- 1. All dispensers installed under this Agreement are owned by and shall remain the property of Enviro-Master Services, here noted as the Company. Damage to any Company dispenser due to vandalism, abuse, or theft, Company will replace the dispenser(s) at the then current replacement rate.
- 2. Enviro-Master Promise of Good Service. In the event that Customer: (1) provides a written material complaint to Company; (2) Company does not cure, address or resolve the Complaint within a fifteen-day period of receipt; and, 3) Customer has paid all fees and provided Company the opportunity to retrieve its dispensers from Customer premises in good condition - Customer may then terminate Company's services by providing thirty (30) days written notice of its intention to do so.
- 3. Payment Terms. If Customer has elected credit card payment through Company's eBill program, customer agrees to submit payment by the first business day of each month for Company's services/products provided in the previous month. If Customer has elected Net 30 payment terms, then Company will invoice Customer on the first business day of each month for services/products provided during the previous month. Customer agrees to pay monthly statement no later than the first business day of the following month. If the outstanding balance is not paid in full within 45 days of billing, Company has the right to terminate this Agreement. All invoices shall be deemed true and correct unless Customer provides a written objection to an invoice to Company within thirty (30) days of the due date of such invoice. Any invoice not paid within thirty (30) days of billing shall be subject to a finance charge equal to 1.5 percent per month or the highest amount allowed by law, whichever is less. Should any check remittance be returned for insufficient funds ("ISF"), Customer expressly authorizes Company to electronically debit or draft from its bank account the amount of such check remittance, plus any ISF fees incurred by Company. Customer agrees to pay all reasonable attorney fees and costs to enforce this Agreement. Company may increase charges from time to time by notifying Customer in writing which may be on Customer's invoice or monthly statement. Customer agrees to pay a \$10 charge for each incident in which Customer refuses Company's scheduled services.
- 4. Indemnification. Customer shall protect, defend, indemnify, and hold Company harmless from all third-party claims, losses, damages, costs, and expenses (including attorney's fees) and which arise in connection with this Agreement and with Customer's interim cleaning and use of any products in its restroom facilities. The Customer acknowledges and understands that Enviro-Master makes no additional representations of any kind or nature regarding the use of the Vaporizer/Sani-Guard disinfectants beyond those made by the manufacturer as to its EPA registration status and safety.
- 5. Expiration/Termination. Upon the expiration or termination of this Agreement, Customer shall remit any unpaid charges and immediately permit Company to retrieve all dispensers on its premises. Company has no obligation to reinstall Customer's dispensers. Company is not liable for damages to Customer's property (except for gross negligence) should Company removes its dispensers. If this Agreement is terminated early for any reason, other than under the Enviro- Master Promise of Good Service, Customer will pay Company, as liquidated damages, 50% of its average weekly invoice (over the previous thirteen-week period) and multiplied by the number of weeks remaining in the unexpired Agreement term, plus the replacement cost of all dispensers in service.
- 6. Install Warranty/Scope of Service. Company's install warranty to repair or replace dispensers refers to normal wear and tear, manufacture malfunction or defect. Company's warranty does not cover vandalism or abuse. Company will perform all work set forth in its cleaning/sanitizing scope of service for Customer in a good and workman-like manner.
- 7. Sale of Customer Business. If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), new owner or operator will assume this agreement.

Agreement term shall be for thirty	-six (36) months from execution and shall au mer's desire to discontinue service thirty (30	ner desires to dispose of existing dispenserstomatically renew for another like term unless Enviro-Master 0) days prior to expiration of any term. This Agreement is
EM Sales Representative	Inside Sales	Representative
I HEREBY REPRESENT THAT I HAVE THE	AUTHORITY TO SIGN THIS AGREEMENT:	
Customer Contact Name:	Signature:	Date:
EM Franchisee:	Signature:	Date: