

Service Agreement

This Service Agreement is made and will be effective on 9th day of Jan, 2018__

BETWEEN

FISH Window Cleaning – 9144 Spring Branch Dr., Houston, TX 77080

and

The Hayworth – 1414 Wood Hollow Dr, Houston, TX 77057

BACKGROUND: The Hayworth (customer) is of the opinion that FISH Window Cleaning (service provider) has necessary qualifications, experience and abilities to provide services that are needed by the business of the customer.

AND

FISH Window Cleaning is agreed for providing quality services to The Hayworth (customer) following the terms and conditions stated in the service agreement signed by both companies.

IN CONSIDERATION OF the matters stated above and in consideration of mutual benefits set forth in this agreement, the parties to this agreement agree on the points as follows:

Engagement

1). The customer agrees to engage the service provider to provide the customer with window cleaning services on a monthly schedule. The window cleaning service will entail the professional cleaning of inside and outside of exterior windows of the leasing center. This is maintenance level cleaning which will remove dust, dirt, bird waste, pollen, algae and mold. It will not remove paint, glue, hard water, rust, etchings, stains or other strongly adhered materials. Those services are available for additional cost. Work will be conducted on the following schedule – Inside leasing center quarterly; Outside leasing center plus pool railing, sun lounge and health club on a monthly basis. This schedule may be adjusted upon mutual verbal or written consent between parties. Cost of services is listed in Appendix A.

Term of Agreement

2). The term of this agreement will start on the date of this agreement and will remain in full force and effect for one calendar year, then extends until either party gives 30-days written notice to terminate.

Performance

3). Both parties to the agreement agree on each and every clause of the contract and to do everything necessary to ensure that the terms and conditions of this agreement take effect.

Compensation

4). For the services provided to the customer by the service provider under this agreement, the customer will pay invoices which are submitted by FISH Window Cleaning on a Net 30 day schedule. Service provider will submit a statement after each service.

Return of Property

5). Once the agreement is expired, the service provider will return to the customer any property, documentation, concerned records and confidential/proprietary information which is the property of customer.

Legal Expenses

6). If some legal action is to be brought to enforce any term of this agreement then the concerned party will be entitled to recover all legal costs and fees associated with the action.

Notice

7). All notices, requests, demands or other communications required or permitted by the terms of this agreement will be in writing and sent to the concerned party to the agreement in time.

Title/Headings

8). Headings are inserted for the convenience of the parties to the agreement and are not to be considered when interpreting this agreement.

Modifications to Agreement

9). Any amendment or modification in any clause of this agreement or additional heading can be added to the agreement by either party in connection to this agreement but with consent of other party and he must have to get new clause or amended clause signed and approved by the other party.

Entire Agreement

10). It is agreed by both parties that there is no representation, warranty, collateral agreement or condition affecting this agreement except what is expressed in this agreement.

Governing Law

11). It is the intention of the parties that this agreement and the performance under this agreement all special proceedings under this agreement shall be construed in accordance with and under the laws of State of Texas without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement on __9th__ day of
____ January _____, 2018 _____.

CUSTOMERA handwritten signature in black ink, appearing to read "K. Blame", is written over a yellow rectangular highlight. Below the signature is a horizontal line.**SERVICE PROVIDER**

Tim Weissman
Owner/Operator
FISH Window Cleaning
9144 Spring Branch Dr.
Houston, TX 77080

APPENDIX A

	Monthly	Quarterly
Leasing center windows:		
Inside Only	\$445	✓ \$495
Outside only	✓ \$295	\$395
3 rd floor pool railing glass:	✓ \$195	\$235
Sun lounge and health club:	✓ \$125	\$155