

Green Circle Cleaning

bonnie@greencirclecleaning.com | 269.366.8943

Offering home/apartment, office and other commercial cleaning, Spring cleaning, deep cleaning, after-event cleaning, pre-and post-move cleaning, renovation and construction cleaning, show house cleaning, holiday home and apartment cleaning, and high pressure washing & degreasing of paving, garages and exterior walls

TERMS & CONDITIONS

The terms and conditions set forth herein are an integral part of, and are incorporated into, every quotation for, and every sale of, services (the "Service" or "Services") by Green Circle Cleaning, a Michigan limited liability company, with offices at 1005 Maple Meadows Ave, Vicksburg, Michigan 49097 ("Green Circle") to each customer of Green Circle, and as applicable each potential customer of Green Circle to whom a Service may be demonstrated or otherwise affected (each such customer and potential customer being a "Customer" herein). Customer accepts that these terms and conditions are binding as an agreement between Customer and Green Circle.

PRICES. Services prices are subject to change absent a written agreement identifying a specific price or formula for an identified time period. Quotations are conditioned upon acceptance in writing within 30 days of the quote date, unless otherwise stated in writing by Green Circle; are subject to correction for typographic or clerical errors, and are subject to adjustment if upon Green Circle's arrival to provide Services, conditions or circumstances are found to vary from information provided to, or obtained by, Green Circle upon which the quotation was based. Mildew issues will only be quoted upon visual inspection by Green Circle and spring, deep clean, construction cleaning and pre- or post- move-in cleans are specialty services over and above standard cleaning and are quoted separately. **The terms set forth herein are deemed accepted by Customer (i) upon Customer's acceptance of Green Circle's quotation, or (ii) if no quotation is given then upon the absence of Customer's written objection received by Green Circle prior to Services delivery.** Green Circle's sales terms govern, notwithstanding any terms proposed by Customer which are contrary to Green Circle's terms or otherwise vary therefrom – such contrary or varying terms are rejected by Green Circle. Prices identified by Green Circle in quotations or otherwise are only for the Services specifically described and for the identified Customer. All prices exclude sales, use, occupation, license, excise and other taxes or duties, except as otherwise indicated. Unless a proper exemption certificate is furnished by Customer to Green Circle, all such taxes shall be paid to Green Circle by Customer at the time of payment for the Services. .

TERMS AND CONDITIONS OF PAYMENT. Terms of payment are as set forth in Green Circle's quotation, service agreement and/or invoice, and if not indicated therein, then payment shall be immediately upon completion of the Services (each cleaning event). Payment shall be exclusively by check or credit card (online billing) unless otherwise agreed in writing by Green Circle. In the event of a conflict or variance in terms, those terms set forth in the Service agreement or invoice shall govern over the terms in the applicable quotation or herein. Silence with respect to a term in an invoice, quotation or service agreement shall not constitute a variance or conflict with respect to the term herein. All amounts paid later than when due shall bear interest at 2% per month, and each late payment shall also be subject to a \$50 late payment fee. Early termination fees may apply to Customer-terminated agreements prior to the expiration of the identified term of the agreement. Customer agrees that early termination fees are not penalties but are instead reasonable fees to compensate Green Circle for, including but not limited to, pricing discounts which may have been applied to longer term agreements and up-front costs incurred by Green Circle to provide the Services to Customer. If any proceedings are instituted by or against Customer under any bankruptcy or insolvency law; if Customer fails to timely make payment, or if in Green Circle's judgment circumstances warrant such action, Green Circle, in its sole discretion, may require payment in whole or in part in advance or cancel the order as to any undelivered Services and Green Circle may require payment of its actual cancellation charges. Should legal action be necessary to enforce payment of an unpaid invoice or other terms, Customer will be responsible for all of Green Circle's costs of collection, including actual attorney fees, whether or not a lawsuit is initiated. Orders for Services are subject to credit check (which Customer hereby authorizes) and approval prior to delivery. Green Circle reserves the right to apply Customer payments to any outstanding Customer invoice(s).

DELIVERY OF SERVICES. Subject to the terms of Green Circle's quotation or any other applicable written Green Circle communication, Green Circle will deliver the Services requested by Customer within the time identified in writing by Green Circle. Arrival times are estimates only, as are time estimates to complete the requested Services, which are based on the size of the area to be cleaned and typically expected cleaning requirements. Time permitting, as determined by Green Circle, a Green Circle technician may, for an additional charge, complete additional areas/tasks if requested by Customer. Customer agrees to instruct the Green Circle Cleaning Technician(s) regarding what tasks to complete as per Customer's requirements, or provide a list of requirements/ tasks giving priorities of tasks to be undertaken. Unless otherwise requested and agreed to by Customer and Green Circle, all cleaning equipment, detergents, and step stools/ladders that will be required to perform the required Services will be provided by Green Circle. Neither Green Circle nor its employees

shall be responsible for damage caused or otherwise related to Customer-supplied cleaning products, by whomever applied. Green Circle will supply a door key box to facilitate access to the Customer's location. Customer will be charged the replacement cost of \$35.00 if the key box is lost or misplaced other than by Green Circle or an employee or agent thereof. Customer shall be solely responsible for deactivating any alarms, and neither Green Circle or its employees or agents shall have any responsibility for the triggering of an alarm system or costs related to a response thereto. Green Circle, in its sole discretion, may suspend or cancel a Service if there are problems with access, water or electricity supplies, or issues working around other contractors or service providers, or interference from any party. Customer will nevertheless be liable for the full cost of the agreed Service in the event of such suspension or cancellation. Green Circle prides itself on excellence of service and will make every effort to provide timely Services. Green Circle shall not be liable to Customer or any other party for delayed or cancellation of Services, including as a result of equipment failure, safety concerns or circumstances beyond Green Circle's reasonable control. Customer will be liable for the full charge for scheduled Services: (a) if at the scheduled time for the Services Green Circle is unable to gain access to the location through no fault of its own, or (b) Customer fails to cancel a booked or routine service more than 24 hours in advance by email or telephone to Green Circle management with cancellation confirmed by Green Circle management, silence not constituting confirmation. In the case of month-end (services to be provided from the 25th of a month to the 5th of the immediately following month) confirmed bookings, a 50% cancellation fee shall apply unless the Service is cancelled in writing delivered by email or fax directly to Green Circle management not less than 3 business days (M-F) prior to the scheduled Service date. Unless otherwise provided in a contract between Green Circle and Customer, contracts for recurring services (e.g. daily, weekly, bi-weekly, monthly or otherwise) may only be cancelled with one (1) month prior written notice during the first three (3) months of service; thereafter, Services may only be cancelled upon three (3) months prior written notice (verbal notice is not acceptable) to Green Circle. Customer shall continue to be responsible for contractual charges until expiration of the notice period.

SERVICE ISSUES AND CLAIMS. Customer acknowledges and accepts that: (a) Customer must make all service related claims, including for any damaged property, prior to departure of Green Circle's technician, or if Customer is not present at departure, then within twenty-four (24) hours of the completion of the Services, and that later complaints will not be entertained; (b) Customer is solely responsible for securing or removing all fragile or easily damaged items from areas to be serviced, and for notifying Green Circle of any appliances not in proper working order (c) Green Circle shall have no responsibility for lost or damaged jewelry, art, perishables, antiques, cash or property of sentimental value, or damage to items which are not in proper working order; (d) Customer is responsible for advising Green Circle management or technicians of any and all defects in items or fixtures, or if any such items are unstable or susceptible to cracking, chipping, scratching or clouding as such items may be prone to further damage by the Services (Services conducted with respect to any such items are at Customer's sole risk); (e) Customer or an authorized representative thereof shall be present both at the beginning and end of any Service and shall inspect the Services performed prior to the Green Circle technician leaving the premises so that any unsatisfactory Service can be remedied before the technician leaves, and Customer accepts that later reported unsatisfactory Services may only be rectified during a later-provided Service at the discretion of Green Circle management unless other arrangements are acceptable thereto; (f) refunds are at the absolute discretion of Green Circle; (g) in the event Customer is not satisfied with the Services and Green Circle is timely notified as provided herein, then Green Circle may, as Customer's exclusive remedy, reclean one time the specific area of concern at an agreed upon date and time and Customer must be present; (h) if Customer suspects theft by a Green Circle technician, employee or agent, Customer must immediately report the incident to Green Circle management and to the applicable policing authority and must cooperate fully in the prosecution of the individual(s), and Customer accepts that Green Circle will not be responsible for any loss due to theft; (i)

Customer has the right to inspect, or request that Green Circle management inspect, any container or bag on the person of, or brought by, a Green Circle technician to Customer's location, or Customer may prohibit such items or require them to be kept in an area identified by Customer; (g) Green Circle's liability for lost Customer key(s) shall be limited to the cost of replacing the key(s), not to exceed \$50 per key;

LIMITED WARRANTY; LIMITATION OF LIABILITY.

EXCEPT AS EXPRESSLY WARRANTED IN WRITING BY GREEN CIRCLE, THE SERVICES ARE PROVIDED "AS IS" AND GREEN CIRCLE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, IN ANY MANNER AND EITHER IN FACT OR BY OPERATION OF LAW, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

IN NO EVENT SHALL GREEN CIRCLE BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, WHETHER IN AN ACTION UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE BASIS.

MISCELLANEOUS. These terms and conditions can be modified or rescinded only by a writing signed by both Green Circle and Customer which specifically refers to these terms and conditions and the provisions(s) to be modified or rescinded. No right or interest herein may be assigned by Customer, and no delegation of any obligation owed by Customer to Green Circle shall be made, without Green Circle's written consent. Any attempt at assignment or delegation not made in conformity with this paragraph shall be void for all purposes. Customer will not, without Green Circle's written consent, utilize, communicate, disclose or make available to any person or entity, directly or indirectly, any of Green Circle's confidential information. "Confidential information" means written or unwritten information concerning Green Circle or the Services, whether or not identified as confidential or protected or susceptible of protection by patent, trademark, copyright or other legal protection, disclosed to or known by Customer as a consequence of disclosure by third parties, by Green Circle, or by Customer's receipt of the Services, and which is not generally known in the trade or business associated with the Services, including but not be limited to, Services attributes or performance measurements, formulas, business plans, marketing strategies, pricing, customer lists, names of customer contacts and buying patterns. Customer (if a business): (i) warrants and represents that

communications on its behalf to Green Circle will only be made by agents or employees of Customer who have authority to bind Customer to any obligation to Green Circle; (ii) acknowledges that Green Circle is relying on representations of Customer's agents, and that Green Circle may properly act on any communication from an individual purporting to represent Customer, and (iii) shall indemnify, defend and hold Green Circle harmless for any Green Circle loss directly or indirectly resulting from such reliance by Green Circle. Customer agrees that during the term the Services are provided and for a period of six (6) months after the Services are terminated, Customer will not, directly or indirectly, for Customer or any other party, offer to hire or entice away, or in any manner persuade or influence, or attempt to persuade or influence, any person who is engaged by Green Circle as an employee, agent, independent contractor or otherwise to terminate his or her employment or engagement with Green Circle. Customer agrees that following the termination of Services it shall, for each work day remaining before the expiration of six (6) months from said termination date, be responsible to Green Circle for liquidated damages in the amount of \$250 per work day (M-F) for each Green Circle employee, agent or contractor engaged by Customer or an affiliate thereof to provide services of the type offered by Green Circle. In the event any of the provisions of these terms and conditions shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and these terms and conditions shall then be construed and enforced in accordance with the remaining provisions hereof. All notices required to be provided hereunder must be in writing and delivered to the intended party at its most recently identified address, facsimile or electronic mail address.

APPLICABLE LAW. These terms and conditions and any matter between Green Circle and Customer concerning the Services shall be governed by the laws of the State of Michigan, notwithstanding its conflicts of laws provisions. The exclusive jurisdiction and venue for any legal action relating to the Services, these terms and conditions or any other agreement between Green Circle and Customer shall be the State or Federal Courts sitting in, or with jurisdiction over, Kalamazoo, Michigan; Green Circle and Customer submit to the personal jurisdiction of said courts. **Any action for breach of these terms and conditions, with the exception of an action based on Customer's payment obligations, or confidentiality obligations or non-solicitation obligations hereunder or under any agreement with Green Circle, must be commenced within 180 days after the cause of action has accrued; failure to commence an action within said 180 days shall constitute a full and complete waiver of the claim and any right to damages and the claim shall be forever barred.**