



Measurable Cleaning. Guaranteed Results.™

CLEANING CONTRACT AGREEMENT

This Agreement, dated October 30, 2007, is made between JAN-PRO CLEANING SYSTEMS, INC. ("JAN-PRO") and BellaVita ("CLIENT"). Both JAN-PRO and CLIENT agree that JAN-PRO will begin service on November 5, 2007, with the following terms and conditions.

1. CLIENT agrees to contract JAN-PRO to perform cleaning services 1 days per week. Mondays between 8am to 5pm
2. JAN-PRO will provide all chemicals, equipment, labor and supervision. CLIENT will provide all restroom paper products, hand soap, and trashcan liners.
3. This business contract agreement is obtained by JAN-PRO for the business benefit of a JAN-PRO Franchisee who hereby agrees to comply with the terms and conditions of this agreement. The Franchisee selected to service this CLIENT will be announced prior to the start date of service.
4. JAN-PRO Franchisee has successfully completed the JAN-PRO training program.
5. CLIENT agrees to verbally notify JAN-PRO of any non-performance prior to written notification.
6. CLIENT agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, will not employ directly or indirectly any employees, agent representatives or Franchisees of JAN-PRO.
7. This agreement is for a term of one (1) year. The agreement shall be automatically renewable on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least thirty (30) days prior to said anniversary date. Otherwise, this agreement may be terminated for non-performance only, and the terminating party must give the other party written notice specifying in detail the nature of any defect in performance. The non-terminating party shall have five (5) days to cure, to the reasonable satisfaction of the terminating party. If satisfaction is not achieved at the end of the fifth (5) day, the terminating party shall notify the non-terminating party in writing of failure to cure, and the agreement shall terminate twenty-five (25) days from date of said notice. All written notices must be timely and via certified mail.
8. Terms: Invoices are sent out on the 1st of each month, with current payment due by the 15th of that month, delinquent by the 10th of the following month. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts.
9. JAN-PRO annually observes the following federally recognized holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

BellaVita
BY: Nancy E. Trujillo
TITLE: Clubhouse Manager

JAN-PRO of HOUSTON
BY: _____
TITLE: _____

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PRICING AGREEMENT

CLIENT NAME: BellaVita
CLEANING ADDRESS: 1548 N. Riviera Circle
Pearland , TX 77581

1 DAY PER WEEK SERVICED Monthly Billing Amount: \$ 475.00

~~Carpet Priced Separately Annually~~ \$ ~~880.00~~

Tax not included

BellaVita
BY: *Harry E. Tinsley*
TITLE: *Clubhouse Manager*

JAN-PRO of HOUSTON
BY: _____
TITLE: _____

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*8-21-08
Talked to
Rebecca -
No projected
increase for
2009 -
Contract will auto
renew*