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| --- | --- |
| 120 Main Ave., Suite B, Sacramento, CA 95838 | (916) 878-1751 |

**SERVICE AGREEMENT**

radio\_customer\_type == "Business"

This Service Agreement (the “Agreement”) shall be effective as of {{ text\_effective\_date }} (the “Effective Date”), and is entered into on behalf of Scorpion Cleaning Service, Inc. (“SCS”) on the one hand, and {{ text\_customer\_business\_name }} (“Customer”) on the other. SCS and Customer may collectively be referred to in this Agreement as the “Parties,” or individually as a “Party.”

###

radio\_customer\_type == "Individual"

This Service Agreement (the “Agreement”) shall be effective as of {{ text\_effective\_date }} (the “Effective Date”), and is entered into on behalf of Scorpion Cleaning Service, Inc. (“SCS”) on the one hand, and {{ text\_customer\_name }} (“Customer”) on the other. SCS and Customer may collectively be referred to in this Agreement as the “Parties,” or individually as a “Party.”

###

yn\_multiple\_locations != "Yes"

**Customer Property**. SCS shall perform its below-defined Services at Customer’s property located at:

{{ text\_customer\_address|street }}

{{ text\_customer\_address|city\_state\_zip }}

(the “Property”).

###

yn\_multiple\_locations == "Yes"

**Customer Properties**. SCS shall perform its below-defined Services for Customer at the following locations:

**Property #1**

{{ text\_customer\_address|street }}

{{ text\_customer\_address|city\_state\_zip }}

**Property #2**

{{ text\_customer\_address\_two|street }}

{{ text\_customer\_address|city\_state\_zip }}

yn\_third\_location == "Yes"

**Property #3**

{{ text\_customer\_address\_three|street }}

{{ text\_customer\_address|city\_state\_zip }}

###

(collectively, the “Properties”). The term “Project” shall refer to: (a) the comprehensive scope of work encompassing the below-defined Services to be performed by SCS at the Property under this Agreement; and (b) when and if applicable, any additional Services that the Parties may subsequently agree to in writing.

###

**Term & Termination**. Unless otherwise terminated by a Party in the manner set forth below, this Agreement shall commence on the above-referenced Effective Date and continue for two years (the “Initial Term”). Notwithstanding the two-year Initial Term for this Agreement, this Agreement may terminate prior to the end of the Initial Term, or prior to the end of any below-defined Renewal Term(s), as follows: (a) SCS may terminate this Agreement at any time without prior notice if Customer is more than 30 calendar days’ late on any payment owed to SCS under this Agreement; (b) either Party may terminate this Agreement if the other Party fails to cure a default under this Agreement (other than for non-payment) within 30 calendar days’ written notice from the non-breaching Party; or (c) either Party may terminate this Agreement for any reason upon providing the other Party with at least 60 calendar days’ written notice of its decision to terminate. The written notice referenced in “(b)” shall contain a clear description of the breach(es) that the breaching Party is alleged to have committed. During the notice period referenced in “(c),” the Parties shall continue performing their respective obligations under this Agreement. Upon termination of this Agreement, SCS shall be entitled to compensation for all Services performed through the date of termination.

**Auto-Renewal**. Unless otherwise terminated in the manner set forth above, this Agreement shall renew automatically for additional one-year terms (“Renewal Term(s)”) unless either Party provides written notice of termination to the other Party not less than 30 calendar days’ prior to the end of the then-current Term or Renewal Term. The Initial Term and Renewal Term(s) shall collectively be referred to in this Agreement as the “Term.” Scorpion will provide Customer with written notification of the impending auto-renewal of this Agreement approximately 45 calendar days prior to the end of the Term. Customer may terminate this Agreement within the 30 calendar days’ permitted by sending written notice to SCS via: (a) certified mail, return receipt requested; (b) a nationally recognized delivery service (e.g., FedEx, UPS, etc.) requiring a signature upon delivery; or (c) via email addressed to: {{ text\_scs\_signer\_email|italics }}. This auto-renewal provision is intended to comply with Business and Professions Code section 17600 et seq.

yn\_multiple\_locations != "Yes"

**Services**. During the Term, SCS will provide Customer with power washing services to the following areas of the Property (collectively, the “Services”):

###

yn\_multiple\_locations == "Yes"

**Services**. During the Term, SCS will provide Customer with power washing services to the following areas/elements of the Properties, where applicable (collectively, the “Services”):

###

"Drive Thrus(s)" in checkbox\_areas\_elements\_serviced

— Drive Thrus

###

"Parking Areas" in checkbox\_areas\_elements\_serviced

— Parking Areas yn\_include\_garages != "Yes" (excluding indoor parking garages/structures).###yn\_include\_garages == "Yes" (including indoor garages/structures).###

###

"Pavers/Walkways" in checkbox\_areas\_elements\_serviced

— Pavers/Walkways/Sidewalks

###

"Concrete/Stucco" in checkbox\_areas\_elements\_serviced

— Concrete/Stucco

###

"Alleys" in checkbox\_areas\_elements\_serviced

— Alleys

###

"Courtyards" in checkbox\_areas\_elements\_serviced

— Courtyards

###

"Awnings" in checkbox\_areas\_elements\_serviced

— Awnings

###

"Buildings/Facades" in checkbox\_areas\_elements\_serviced

— Buildings/Facades

###

"Windows" in checkbox\_areas\_elements\_serviced

— Windows

###

"Dumpsters" in checkbox\_areas\_elements\_serviced

— Dumpsters

###

"Dumpster Pads" in checkbox\_areas\_elements\_serviced

— Dumpster Pads

###

"Compactors/Compactor Pads" in checkbox\_areas\_elements\_serviced

— Compactors/Compactor Pads

###

"Sanitization" in checkbox\_areas\_elements\_serviced

— Sanitization (including disinfecting of all surfaces in affected areas in compliance with applicable laws)

###

"Roofs" in checkbox\_areas\_elements\_serviced

— Roofs

###

"Equipment" in checkbox\_areas\_elements\_serviced

— Equipment

###

"Hazmat/Bio Hazard Rooms/Areas" in checkbox\_areas\_elements\_serviced

— Hazmat/Bio Hazard Rooms/Areas

###

"Kitchen Vents/Hoods" in checkbox\_areas\_elements\_serviced

— Kitchen Vents/Hoods

###

"Driveways" in checkbox\_areas\_elements\_serviced

— Driveways

###

"Loading Docks" in checkbox\_areas\_elements\_serviced

— Loading Docks

###

"Eaves" in checkbox\_areas\_elements\_serviced

— Eaves

###

"Outdoor Furniture" in checkbox\_areas\_elements\_serviced

— Outdoor furniture (e.g., tables, chairs, sunshades/umbrellas)

###

"Solar Panels" in checkbox\_areas\_elements\_serviced

— Solar Panels

###

"Decks/Balconies" in checkbox\_areas\_elements\_serviced

— Decks/Balconies

###

"Brickwork" in checkbox\_areas\_elements\_serviced

— Brickwork

###

"Stonework" in checkbox\_areas\_elements\_serviced

— Stonework

###

"Siding" in checkbox\_areas\_elements\_serviced

— Siding

###

"Fencing" in checkbox\_areas\_elements\_serviced

— Fencing

###

"HVAC Units" in checkbox\_areas\_elements\_serviced

— HVAC units

###

"Sports Courts" in checkbox\_areas\_elements\_serviced

— Sports Courts (e.g., tennis, pickleball, basketball courts)

###

yn\_more\_areas\_elements\_serviced == "Yes"

**Revisions/Limitations/Notes**. As to the areas/elements identified above, the Parties further agree as follows:

{{ textarea\_more\_areas\_elements\_notes|parse\_new\_lines }}

###

**Scope of Services**. Within the areas/elements identified above, SCS’s Services shall address each of the following:

"General dirt/stains" in checkbox\_types\_of\_messes

— General Dirt/Stains

###

"Oil/Grease" in checkbox\_types\_of\_messes

— Oil/Grease Stains and Residue

###

"Food Residue" in checkbox\_types\_of\_messes

— Food Residue (including oils/grease)

###

"Plant Material" in checkbox\_types\_of\_messes

— Plant Material

###

"Graffiti Removal" in checkbox\_types\_of\_messes

— Graffiti Removal

###

"Mold/Mildew" in checkbox\_types\_of\_messes

— Mold/Mildew (outdoor only; no indoor washing or remediation of any kind)yn\_enhanced\_mold\_mildew == "Yes" — Mold/Mildew (outdoor/indoor, but no remediation)###

###

"Moss" in checkbox\_types\_of\_messes

— Moss

###

"Algae" in checkbox\_types\_of\_messes

— Algae

###

"Chewing Gum" in checkbox\_types\_of\_messes

— Chewing Gum

###

"Rust" in checkbox\_types\_of\_messes

— Rust

###

"Chemicals" in checkbox\_types\_of\_messes

— Chemicals (excluding hazardous chemicals that require a license to transport or remediate)

###

"Bio-Hazards" in checkbox\_types\_of\_messes

— Bio-Hazards (e.g., human waste, blood, saliva, semen, etc.)

###

yn\_more\_specific\_things == "Yes"

**Revisions/Limitations/Notes**. As to the specific types of residue/messes identified above, the Parties further agree as follows:

{{ textarea\_more\_specific\_things\_notes|parse\_new\_lines }}

###

yn\_multiple\_locations != "Yes"

**Scheduling of Services**. SCS will perform the Services for Customer radio\_frequency\_service\_only1 == "Weekly" on a weekly basis###radio\_frequency\_service\_onlyone == "Bi-Weekly" once every two weeks###radio\_frequency\_service\_onlyone == "Monthly" once every month###radio\_frequency\_service\_onlyone == "Bi-Monthly" once every two months###radio\_frequency\_service\_onlyone == "Quarterly" once every quarter (i.e., once every three months)###radio\_frequency\_service\_onlyone == "Annually" once every year###radio\_frequency\_service\_onlyone == "Semi-Annually" once every six months###radio\_frequency\_service\_onlyone == "Other" {{ text\_frequency\_service\_other\_onlyone }}###. Prior to commencing its Services with Customer, SCS will send Customer a schedule containing more specific details (e.g., dates and/or times) as to when the Services at the Property will actually be performed. SCS does, however, reserve the right to alter such schedules as it deems necessary. In such cases, SCS will provide written notice to Customer of the change in scheduling.

###

yn\_multiple\_locations == "Yes" and yn\_third\_location == "No"

**Scheduling of Services**. SCS will perform the Services for Customer at each of the Properties as follows: (a) Property #1—radio\_frequency\_service\_first == "Weekly" on a weekly basis###radio\_frequency\_service\_first == "Bi-Weekly" once every two weeks###radio\_frequency\_service\_first == "Monthly" once every month###radio\_frequency\_service\_first == "Bi-Monthly" once every two months###radio\_frequency\_service\_first == "Quarterly" once every quarter (i.e., once every three months)###radio\_frequency\_service\_first == "Annually" once every year###radio\_frequency\_service\_first == "Semi-Annually" once every six months###radio\_frequency\_service\_first == "Other" {{ text\_frequency\_service\_other\_multiple\_one }}###; and (b) Property #2—radio\_frequency\_service\_second == "Weekly" on a weekly basis###radio\_frequency\_service\_second == "Bi-Weekly" once every two weeks###radio\_frequency\_service\_second == "Monthly" once every month###radio\_frequency\_service\_second == "Bi-Monthly" once every two months###radio\_frequency\_service\_second == "Quarterly" once every quarter (i.e., once every three months)###radio\_frequency\_service\_second == "Annually" once every year###radio\_frequency\_service\_second == "Semi-Annually" once every six months###radio\_frequency\_service\_second == "Other" {{ text\_frequency\_service\_other\_multiple\_two }}###. Prior to commencing its Services with Customer, SCS will send Customer a schedule containing more specific details (e.g., date and/or time) as to when the Services at each of the Properties will actually be performed. SCS does, however, reserve the right to alter such schedules as it deems necessary. In such cases, SCS will provide written notice to Customer of the change in scheduling.

###

yn\_multiple\_locations == "Yes" and yn\_third\_location == "Yes"

**Scheduling of Services**. SCS will perform the Services for Customer at each of the Properties as follows: (a) Property #1—radio\_frequency\_service\_first == "Weekly" on a weekly basis###radio\_frequency\_service\_first == "Bi-Weekly" once every two weeks###radio\_frequency\_service\_first == "Monthly" once every month###radio\_frequency\_service\_first == "Bi-Monthly" once every two months###radio\_frequency\_service\_first == "Quarterly" once every quarter (i.e., once every three months)###radio\_frequency\_service\_first == "Annually" once every year###radio\_frequency\_service\_first == "Semi-Annually" once every six months###radio\_frequency\_service\_first == "Other" {{ text\_frequency\_service\_other\_multiple\_one }}###; (b) Property #2—radio\_frequency\_service\_second == "Weekly" on a weekly basis###radio\_frequency\_service\_second == "Bi-Weekly" once every two weeks###radio\_frequency\_service\_second == "Monthly" once every month###radio\_frequency\_service\_second == "Bi-Monthly" once every two months###radio\_frequency\_service\_second == "Quarterly" once every quarter (i.e., once every three months)###radio\_frequency\_service\_second == "Annually" once every year###radio\_frequency\_service\_second == "Semi-Annually" once every six months###radio\_frequency\_service\_second == "Other" {{ text\_frequency\_service\_other\_multiple\_two }}###; and (c) Property #3—radio\_frequency\_service\_third == "Weekly" on a weekly basis###radio\_frequency\_service\_third == "Bi-Weekly" once every two weeks###radio\_frequency\_service\_third == "Monthly" once every month###radio\_frequency\_service\_third == "Bi-Monthly" once every two months###radio\_frequency\_service\_third == "Quarterly" once every quarter (i.e., once every three months)###radio\_frequency\_service\_third == "Annually" once every year###radio\_frequency\_service\_third == "Semi-Annually" once every six months###radio\_frequency\_service\_third == "Other" {{ text\_frequency\_service\_other\_multiple\_three }}###. Prior to commencing its Services with Customer, SCS will send Customer a schedule containing more specific details (e.g., date and/or time) as to when the Services at each of the Properties will actually be performed. SCS does, however, reserve the right to alter such schedules as it deems necessary. In such cases, SCS will provide written notice to Customer of the change in scheduling.

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