

Service Procurement Agreement

WHEREAS: Cedar Hills hereinafter referred to as "Client", is desirous of the services of Anago for the purpose of keeping the building properly cleaned as outlined, and

WHEREAS: Anago is in the business of procuring for its clients, maintenance and janitorial services, under the trade name and operating style unique to Anago, and desires to contract with Client for the performance of said janitorial services to be further set out in this agreement.

THEREFORE: In consideration of the faithful performance of the services hereinafter specified, the compensation to be paid therefore and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed and the mutual benefits to each of the parties therefore, it is hereby contracted and agreed to as follows:

- I. Anago agrees to have the SERVICED AREAS serviced 1 days per week as outlined in the Area Specifications attached hereto and by specific reference made a part hereof.
- II. Anago agrees to have its representatives furnish all equipment, tools, and other paraphernalia necessary to the performance of the duties, said duties being to maintain the SERVICED AREAS in a neat, clean, and orderly condition as outlined in the Cleaning Specifications attached hereto and by specific reference made a part hereof.
- III. In consideration of the performance by Anago's representatives of the janitorial services to be rendered as described herein, Client agrees to pay the sum of: Eight Hundred Dollars (\$800.00) – Per Month Plus Applicable Sales Tax. Payment shall be due on or before the TENTH day of each month for said month's services. A late charge of 1.5% per month will be assessed on all invoices thirty days past due. Adjustment to reflect additions or deletions of space cleaned or for change in frequency of service will be made as requested. The new price and condition will be in writing and signed by both parties.
- IV. It is expressly agreed that Anago and its representatives are not, and shall not be, during the term hereof, employees of Client, but are independent contractors, and in this regard Anago and its representatives will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid Anago herein, the same being contract payments and not wages.
- V. It is agreed that Anago will select all representatives to perform the agreed upon obligations. Client warrants, covenants, and agrees that during the term of this agreement and within one hundred eighty (180) days after termination, that they will not employ any employee, agents, associates, or Franchisees of Anago. Anago warrants, covenants, and agrees that during the term of this agreement and within one hundred eighty (180) days after termination, it will not employ any employees, agents, associates, or Franchisees of Client
- VI. The term of this agreement shall be for one (1) year from the date hereof, and thereafter shall automatically be extended on the same terms and conditions unless terminated by one of the parties in accordance with the terms of this paragraph. This agreement may be terminated for non-performance only. Before any such termination is effective, Client agrees to notify Anago in writing of the non-performance items and to give Anago fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, the terminating party must give the non-terminating party a thirty (30) day written notice via certified mail with return receipt requested, stating the non-performance items.
- VII. The parties agree and understand that it is impossible to determine the actual damages caused by a breach of this agreement by Client. Therefore, any amount due and owed under this contract for any remaining part of the term of this contract shall be accelerated as due and owed in the event of a breach of the obligations to make payments hereunder. Such acceleration will be liquidated damages due and owed to Anago.
- VIII. Client agrees not to withhold any portion of the monthly contract amount for any reason, unless prior written permission is obtained from Anago, as the obligation to make payments hereunder is an independent obligation. In the event that enforcement of any obligation, owed to Anago, is placed in the hands of an attorney for collection, compromise or any other action, Client agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted.
- IX. This contract will be governed by the laws of the state of Utah. The parties hereto submit to jurisdiction in Salt Lake County, Utah. All actions brought pursuant to this contract shall be brought in Salt Lake County, Utah. The parties further agree to service of any action filed in Salt Lake County, Utah, via certified mail.

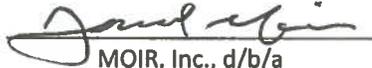
Contract Authorization

X.

Anago of Utah
7019 S 400 W
Midvale, UT 84047

Account Manager
Title

Chris Smith
Print Name


MOIR, Inc., d/b/a
Anago of Utah

Cedar Hills
10640 N Clubhouse Drive
Cedar Hills, UT 84062

Events Manager
Title

DAVID H. BUNKER
Natalie Scott
Print Name


Authorized Client Signature

Emergency Contact Information:

Name: GREG GORDON

Phone number: 801 822 8760

This Agreement, entered into on this 7 day of July, ~~2014~~ 2015
Shall be effective as of the 7 day of July, ~~2014~~ 2015