



Terms and Conditions

1. Kaizen Business Strategies, 380 W. Ironwood Drive, SLC, UT 84115, d/b/a Enviro-Master (“Company”) Owns Dispensers. All dispensers installed under this Agreement are owned by and shall remain the property of Company. If any dispenser is damaged due to vandalism, abuse, or theft, Company will replace the dispenser and Customer will pay Company the then current replacement fee.
2. Enviro-Master Promise of Good Service. In the event that Customer: (a) provides a written material complaint to Company; (b) Company does not cure, address or resolve the Complaint within a fifteen-day period of receipt; and, c) Customer has paid all fees and provided Company the opportunity to retrieve its dispensers from Customer premises in good condition – Customer may then terminate Company’s services by providing thirty (30) days written notice of its intention to do so.
3. Payment Terms. If Customer has elected COD payment, then Customer shall pay weekly at the time service is rendered. If Customer has elected credit card payment, then Customer’s credit card shall be charged on the first business day of each month for Company’s services/products provided in the previous month. If Customer has elected Net 30 payment terms, then Company will invoice Customer on the first business day of each month for services/products provided during the previous month. Customer agrees to pay monthly invoices no later than the first business day of the following month. If the outstanding balance is not paid in full within 45 days of billing, Company has the right to terminate this Agreement. All invoices shall be deemed to be true and correct unless a written objection to an invoice is provided by Customer to Company within thirty (30) days of the due date of such invoice. Any invoice not paid within thirty (30) days of billing shall be subject to a finance charge equal to 1.5 percent per month or the highest amount allowed by law, whichever is less. Should any check remittance be returned for insufficient funds (“ISF”), Customer expressly authorizes Company to electronically debit or draft from its bank account the amount of such check remittance, plus any ISF fees incurred by Company. Customer agrees to pay all reasonable attorney fees and costs to enforce this Agreement. Rates for service and products may increase a maximum of 8% per year. Rate increases over 8%, the Customer will be provided thirty (30) days written notice to either accept such price increase or terminate this Agreement. Delivery/Trip charges may go up a maximum of \$1 per year. Customer agrees to pay a \$10 charge for each incident in which it refuses Company’s reasonably scheduled services. Any cleaning that is outside this scope of service and necessary to complete this scope of service may incur a \$20 hourly rate.
4. Indemnification. Customer shall protect, defend, indemnify, and hold Company harmless from all third-party claims, losses, damages, costs, and expenses (including attorney's fees) and which arise in connection with this Agreement and with Customer's interim cleaning and use of any

products in its restroom facilities. Company is not responsible for any damages due to faulty or undersized electrical components or loose or broken tile or grout in performing scrub services inside or outside the restroom facilities.

5. Expiration/Termination. Upon the expiration or termination of this Agreement, Customer shall remit any unpaid charges and immediately permit Company to retrieve all dispensers on its premises. Company has no obligation to reinstall Customer's dispensers. Company is not liable for damages to Customer's property (except for gross negligence) should Company remove its dispensers. If this Agreement is terminated early for any reason, other than under the Enviro-Master Promise of Good Service or a refused price increase, Customer will pay Company, as liquidated damages, 50% of its average weekly invoice (over the previous eight-week period) and multiplied by the number of weeks remaining in the unexpired Agreement term, plus the cost of any damaged dispensers.
6. Install Warranty/Scope of Service. Company's install warranty to repair or replace dispensers refers to normal wear and tear, manufacture malfunction or defect, but does not cover vandalism or abuse. Company will perform all work set forth in its cleaning/sanitizing scope of service for Customer in a good and workman-like manner.
7. Social Media. Customer consents to permit Company to utilize the Customer's name, logo, and images and pictures.
8. Sale of Customer Business. This Agreement remains binding on the Customer in the event of a change of management, sale, assignment, or other transfer of the business and/or assets.