



### Service Agreement

This agreement entered into on June 2nd, 2016 between The New America School- New Mexico as "company" and SMI Facility Services as "contractor"

Service and/or billing address:      Service Location                      Billing Location

The New America School-New Mexico  
1734 Isleta Blvd. SW  
Albuquerque, NM 87105

SMI Facility Services will furnish for the company janitorial service as outlined in attached "work schedule" which is a made a part hereof by reference in accordance with the conditions and specifications set forth in this agreement for a period of 224 days beginning July 25th, 2016 at the end of twelve months this agreement can be renewed following the negotiable review of specifications and terms of the agreement between the company and SMI Facility Services.

In consideration of the above, the company agrees to pay SMI Facility Services \$169.00 per day (\$37,856.00 yearly) plus tax for the outlined services plus other cost for additional services as agreed upon. Said sum shall be billed on the first day of each month for regular services in which services are performed with a net 30-day payment. Any extra services will be billed on completion of worked performed with a net 10-day payment.

Supplies (if not included in service price) will be billed with the monthly service charge for the goods delivered the previous month. All past due amounts are subject to a service charge to be added at a rate of 1.5 % per month until paid in full. SMI Facility Services reserves the right to terminate services upon three days notice if amounts are unpaid after 45 days.

**Terms: It is mutually agreed that:**

1. All work shall be performed in a good and orderly manner. SMI Facility Services shall also provide regular inspections by supervisor personnel of all premises on which the services are provided to assure high quality work by SMI Facility Services as agreed upon in detailed work schedule. If the need arises to return to facility because of a discrepancy, SMI Facility Services will do so at no extra charge to the company.
2. All persons employed by SMI Facility Services in the performance of services whereunder shall be under sole and exclusive direction and control of SMI Facility Services.
3. All property brought on the premises by the contractor is owned by the contractor and not subject to any lien or encumbrance resulting from any action of the company. The contractor may remove such property during any normal business hour at the contractor's convenience without prejudice.
4. SMI Facility Services agrees to carry contractors liability insurance for persons and property damage at the amounts required. SMI Facility Services agrees to comply with local compensation insurance regulations and to provide and pay all employees federal, state and municipal taxes including, but not limited to social security, unemployment, federal and state withholding and other taxes.
5. Company agrees to pay one and one-half percent (18% annual percentage rate) charge on any past due accounts and agrees to pay any cost including reasonable attorney fees to enforce the provision of this agreement.

6. In the event that **SMI Facility Services** continues to provide service on this contract beyond the initial term of this agreement, it is agreed that this contract will continue in effect until a contract renewal has been signed or either party gives a 30-day written notice of termination.

*7. It is agreed that either party can choose to terminate this contract for any reason whatsoever with a 30 day written cancellation notice. This contract will continue in effect until 30 days are completed.*

8. Modification of this agreement may be made by mutual consent of the parties; both must be done in writing and attached hereto, dated and signed.

9. Contractor and customer mutually agree that price is locked in place for the term of the contract unless increase in state or federal minimum wage, taxes, and other cost not directly governed by contractor takes effect. It is agreed that customer and contractor will meet to discuss a mutual pricing agreement.

10. It is understood that contractor is not providing an employment service; company agrees not to employ any of contractor's employees during the contract or 120 days subsequent to the termination of the contract. If customer chooses to waive this agreement for each employee hired, customer agrees to pay the contractor compensation equal to six months wages for the employee plus reasonable attorney fees if it becomes necessary for collection.

11. Unless exempt under the rules and regulations of the secretary of labor or other authority, this contract is subject to applicable laws and executive order relating to equal opportunity and nondiscrimination in employment. **SMI Facility Services** shall not discriminate in our employment practices against any person because of race, creed, color, sex or national origin and agree to comply with the provisions of said laws and order to the extent applicable in the performance of work or furnishing of services, materials or supplies.

12. **SMI Facility Services** will not be handling any hazardous material or supplies that might pose a safety hazard to any of Supreme's employees under this contract.

13. It is express intention of the parties that this agreement, its status, or form is at all time in the **County of Bernalillo, State of New Mexico** in which county and state all matter whether in contract or tort relating to the validity, constructions, interpretation, and enforcement of this contract shall be determined.

14. **SMI Facility Services** will comply with all OSHA regulations. **SMI Facility Services employees** are trained and instructed by our staff on OSHA requirements and will comply with all OSHA regulations. MSDS (material safety data sheet) will be placed in janitor's closets, company's office and **SMI Facility Services** office.

Acceptance

\_\_\_\_\_  
Agent for The New America School-New Mexico

\_\_\_\_\_  
Date



\_\_\_\_\_  
Agent for SMI Facility Services

6-2-14

\_\_\_\_\_  
Date