



Southern and Central California's #1 Property Services Company

Oct 08, 2018

Luanne Hulsizer  
Executive Director  
Third Avenue Village Association  
353 Third Avenue, Chula Vista, CA, USA

RE: Third Avenue Village Association Steam Cleaning Maintenance Agreement  
Property Address: 353 Third Avenue, Chula Vista, CA, USA

Dear Luanne,

Following is the Maintenance Agreement for the referenced property for your review and signature. Please return a fully executed copy so we can setup services accordingly. Thank you

SERVICES	FEE	BILLED
Steam Cleaning Service Quarterly Services	\$6,745.00	Quarterly

\_\_\_\_\_  
Ben Arvizu  
Business Development Manager  
barvizu@camservices.com  
9360 Activity Rd Suite H, San Diego, CA 92126, USA  
ext 257

*Luanne Hulsizer*

\_\_\_\_\_  
Luanne Hulsizer

11/01/2018

\_\_\_\_\_  
Date







Southern and Central California's #1 Property Services Company

## MAINTENANCE AGREEMENT

This Agreement is executed by Common Area Maintenance Services, Inc dba CAM Services, a California corporation, including any affiliated entities, subsidiaries and/or divisions (hereinafter "CAM"), and Third Avenue Village Association (hereinafter "Client"), whose address is 353 Third Avenue, Chula Vista, CA, USA with respect to the following terms and conditions regarding and controlling CAM's provision of property maintenance services on behalf of Client and Client's payment obligations for said services as part of this Maintenance Agreement, (hereinafter "Agreement"):

### Recitals

- A. CAM is engaged in the business of providing property maintenance and related services for various types of buildings and building complexes.
- B. Client desires to have CAM provide specified maintenance services for a certain building or building complex located at 353 Third Avenue, Chula Vista, CA, USA (hereinafter referred to as the "Premises").
- C. The Premises are owned by Client, or, as appropriate, Third Avenue Village Association.
- D. In the event that Client is not in legal owner of the Premises, Client represents herein that it is the property manager of the Premises and that Client is at all times authorized by the owner(s) of the Premises to enter into this Agreement and to bind the Premises' owner(s) to all terms and conditions herein below stated.

On the basis of the foregoing facts, the parties hereby enter into the following agreement:

### Agreement

1. **Services to be Provided:** CAM shall provide, at the Premises, any or all of the agreed upon and defined services offered by CAM and selected by Client. It is agreed herein between CAM and Client that CAM shall provide the Service(s) in this Agreement at the Premises.

1a. Recommended Additional Services, Repairs, Etc. As part of CAM'S routine quality control services, and/or due to an emergent need affecting the Premises, CAM may discover or become aware of the need to provide additional services not contemplated as part of the regular maintenance services contracted for herein. Should the need for additional services not included in this Agreement or for emergency repairs become evident to CAM or its authorized Subcontractor(s), Client will be advised accordingly. Any additional services to be provided and needed by CAM, (i.e., extra work or emergency services) shall be the subject of a separate agreement or an addendum to this Agreement.

2. **Consideration:** Client shall pay to CAM the amount(s) for each service rendered pursuant to this Agreement.

2.a. The total amount indicated above shall be paid once per month, no later than ten days after the date of each monthly invoice. Late payments shall be subject to a service charge at the maximum rate permitted by law, up to 1.5 percent per month. Client shall not withhold or refuse to tender prompt and complete payment on all timely invoices submitted on grounds that such withholding is to compensate for damage or loss alleged to have been caused by CAM. In the event that Client disputes any payment obligation or seeks an offset for any cost or amount that Client attributes to CAM'S service or work pursuant to this Agreement, Client shall promptly notify CAM of the basis of its claimed withholding of invoice payments and if the parties are not able to informally agree to an acceptable resolution, Client shall nonetheless tender payment in full on the disputed invoice to CAM under protest and thereafter pursue any and all other rights pursuant to this Agreement.



2.b On each anniversary of the date of execution of this Agreement, the total consideration payable by Client shall increase consistent with a yearly adjustment benchmarked to the state of California's mandated annual increase in minimum wage through 2022. See Appendix A.



**3. Agreement Term and Required Termination Notice:** The term of this Agreement shall be for one year from the date of its execution by the Client, and shall be automatically renewed for successive one year terms, subject to termination by either party upon delivery of 30 days written notice to the other. It is expressly understood and agreed that failure to give said 30 days written notice, even if Client loses ownership and/or management of Premises, in whole or in part, shall constitute a material breach of this Agreement. In the event of any such breach, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum of one-month's contract fees. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this Agreement.

**4. Supplies, Equipment, and Consumables:** CAM, and/or any required and authorized Subcontractor(s) retained by CAM, shall furnish all supplies and equipment necessary to fully perform the services specified herein. Water and sprinkler systems, to the extent utilized in performing services pursuant to this Agreement, shall be supplied by Client and separately maintained by Client unless included within the services to be provided by CAM herein. Consumables (replenishable goods like paper, soap, trash liners, etc) shall be supplied by client or supplied by CAM and re-billed to client.

**5. Authorization:** Client hereby represents and warrants that if not the owner of the Premises that Client is fully authorized by the owner to enter into this Agreement. Client further agrees that unless otherwise instructed in writing, accompanied with written confirmation and agreement by the actual owner(s) of the Premises, that all monthly invoicing and billing for CAM'S service shall be directed to Client and that Client shall be solely and ultimately liable for prompt payment of said invoicing and billing as set forth in Paragraph 2 above.

**6. Holidays:** CAM employees are not required to work on six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a service day falls on any one of those holidays, services will not be provided on that day. However, if services are required, at the specific request and direction of Client or in the event of an emergency, then Client shall be billed at double the regular hourly labor rate.

**7. Inclement Conditions, Other Disruptive Factors:** Client hereby acknowledges that rain, strong winds and other inclement conditions may impair the ability of CAM to provide required services. For example, if sweeping is included in the Agreement, power sweepers, blowers and brooms are ineffective on wet surfaces. Similarly, heavy rains may prevent strict adherence to landscaping maintenance schedules. Additionally, trash removal service personnel, not affiliated with CAM, frequently leave dumpsters in disarray, and tenants are not always careful and tidy when depositing trash or breaking down boxes in dumpsters. It is expressly understood and agreed by Client that CAM will not be responsible for events and conditions which were not created by CAM or which occurred at times when CAM was not physically on-site at the Premises or for conditions which are created by Client and/or Client's tenants. See also, Section 19 below, Force Majeure.

**8. Independent Contractor Status:** It is understood and agreed that by virtue of entering into this Agreement, that CAM and/or its employees, and authorized Subcontractors, where appropriate, shall not become employees of Client. Rather, CAM shall at all times maintain its status as an independent contractor. Client shall make no deductions of any kind from any consideration paid CAM, including but not limited to state, federal and local taxes, social security benefits or withholdings of any other kind or form. Client shall not be required to secure workers compensation or any other insurance or benefit for CAM except as may be expressly provided herein. CAM shall maintain general discretion and control over the manner in which the services required hereunder are performed. Nothing herein shall be construed or interpreted to prohibit CAM from entering into similar or dissimilar agreements with other parties or entities, provided that CAM shall devote all time reasonably necessary to fully perform its obligations hereunder.



9. **Indemnification:** Excepting any damage, loss, liability or expense arising out of the negligence or willful misconduct of CAM, its agents, employees or contractors, Client shall defend, Indemnify and hold CAM, its officers, directors, agents and employees harmless of and from any and all claims, liabilities, actions, causes of action, and damages of all parties, including without limitation reasonable attorneys' fees, arbitration fees or costs and court costs brought by or in favor of any person(s) for damage, loss or expense due to, but not limited to, bodily injury and property damage, sustained by such person(s) arising out of any occurrence or event upon the Premises, including all claims brought by tenants, customers, employees, business invitees, or other such persons who happen upon the Premises, whether at the invitation of the Client, Premises' owner(s) or any tenant of such Premises regarding the condition of the Premises, including any existing conditions of hardscape, sidewalks, driveways, parking lots, stairs, and/or any other common area of the Premises, or if such loss arises from any negligent or willful misconduct of Client which results in the loss and which otherwise does not arise out of the negligence or willful misconduct of CAM.

10. **Non-Solicitation of CAM Employees or Subcontractors:** During the term of this Agreement, and any renewals thereof, and for a period of one year following the expiration or termination of the term or any renewal term of this Agreement, Client shall not, directly or indirectly, on behalf of itself or any other person or entity, including, without limitation, all subsidiary, parent or affiliated entities, enter into an employment or independent contractor relationship with any current or ex-CAM employee or subcontractor within one year of their separation from CAM without the express written consent of CAM, nor shall Client cause, either directly or indirectly, any such solicitation by or on behalf of any other person or entity. In the event of any violation by or on behalf of Client in the prohibitions set forth directly above, the parties expressly agree that CAM will incur certain damages and costs which are not accurately subject to determination, and therefore Client shall promptly pay to CAM as liquidated damages the sum equal to twelve months' of contract fees pursuant to the then current payment terms as set forth within this Agreement. Client and CAM both expressly agree that said liquidated damages are reasonable under the circumstances existing at the time of execution of this Agreement.

11. **Attorney's Fees, Costs:** In any action or proceeding arising out of or relating to the interpretation or application of this Agreement, the enforcement of this Agreement, or any rights, obligations, demands or protections afforded pursuant to this Agreement, it is expressly agreed by Client and CAM that the Court, Arbitrators or other ruling body may award reasonable attorney's fees and costs to the prevailing party.

12. **Assignment:** Client may not assign any rights or obligations hereunder without the prior, express written consent of CAM. This Agreement shall be binding on and inure to the benefit of the successors, assigns and personal representatives of the parties.

13. **No Joint Venture or Partnership:** This Agreement shall not be construed or interpreted to create or establish any joint venture or partnership between the parties.

14. **Notices:** Any notice to a party required or permitted hereunder shall be deemed given on the date of delivery if personally served, or emailed, or on the third day after mailing if mailed. Any notice by mail shall be first class or airmail, postage prepaid, certified mail (return receipt requested) and sent to the address indicated by the signature of the party on this Agreement, or to the most recent address given the sender by written notice from that party.

15. **Waivers:** The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

16. **Entire Agreement, Amendment:** This instrument, along with any referenced Appendices, contains the entire Agreement of the parties, and supersedes any and all prior representations, negotiations, agreements and understandings between them, whether oral or written. Should a conflict arise between Client and CAM due to the existence of any other prior or contemporaneous contract or Agreement between such parties, as such dispute and other contract or agreement relates to any terms or conditions expressed herein, this



Agreement shall control the resolution of such dispute and shall be deemed the operative agreement as between the parties hereto.  
This Agreement may not be modified or amended except by written instrument, signed by each party hereto.





17. **Governing Law:** The construction, interpretation and application of this Agreement shall be governed by the state laws of the State of California. To the extent that the parties hereto agree to submit the resolution of their dispute to binding arbitration, the parties agree to utilize the services of the American Arbitration Association, JAMS or Judicate West and to cooperate with each other in the selection of the arbitrator or arbitration panel as the case may require.

18. **Counterparts:** The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by each party. Each counterpart shall be deemed an original instrument as against any party who has signed it.

19. **Force Majeure:** If performance by CAM, or any of its employees, agents or authorized Subcontractor(s), of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, e.g., whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake or other natural forces, or by the acts of any one not a party to this Agreement, then CAM shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence.

20. **Severability:** Should any provision of this Agreement be rendered void, invalid or unenforceable by any Court of competent jurisdiction, such invalidity, etc., shall not render void or unenforceable any other provision.

21. **Venue:** Venue in any action or proceeding arising out of or relating to this agreement shall be in the West District of the Superior Court for Los Angeles County, or in the Municipal Court, or equivalent of the Los Angeles Judicial District, West Los Angeles Branch, as appropriate.

REQUESTED START UP DATE: 11/01/2018  
IN WITNESS WHEREOF, the parties have executed this agreement on 11/01/2018 at 353 Third Avenue, Chula Vista, CA, USA

Third Avenue Village Association

CAM Services, Inc.

*Luanne Hulsizer*

\_\_\_\_\_  
Luanne Hulsizer  
Executive Director  
353 3rd Ave, Chula Vista, CA 91910, USA

\_\_\_\_\_  
Ben Arvizu  
9360 Activity Road, Suite H San Diego, CA, USA



## Appendix A

### Fee Escalation Schedule

California businesses are faced with state mandated increases in minimum wage as it moves from \$11.00 to \$15.00 per hour -- an 8.1% average annual increase -- in 2022. The chart below lays out the Annual percentage increase you can budget for our services, effective January 1st of the listed year.

For Agreements starting on or after July 1,2018, the Fee Schedule is good through December 31, 2019.

Year	Minimum Wage (Hourly)	Minimum Wage % Increase	CAM Services % Increase (80% of Mandated Increase)
2019	\$12.00	9.1%	7.3%
2020	\$13.00	8.2%	6.6%
2021	\$14.00	7.7%	6.2%
2022	\$15.00	7.1%	5.7%