



INVESTMENT RECAP

ESPLANADE AT THE HEIGHTS

6130 Grandview Hill Ct, Bradenton, FL 34203

SERVICES TO BE PERFORMED	FREQUENCY	TOTAL PRICE PER MONTH
Nightly Janitorial Service - Esplanade	3 Nights/wk	\$1,227 <i>1</i>
Nightly Janitorial Service - Grandview	3 Nights/wk	\$175 <i>1</i>
Nightly Janitorial Service - Esplanade	4 Nights/wk	\$1,575
Nightly Janitorial Service - Grandview	4 Nights/wk	\$225
General Handyman Service – 8 hours per week	Weekly	\$1,385
General Handyman Services – Min 2 hours	As Needed	\$90/hour

*The quoted amount excludes applicable taxes and any additional charges that may be imposed by your company or any other person/entity, including but not limited to portal access fees, credit card processing fees, and any third-party fees. The Client shall be solely responsible for all such additional costs.

QUOTE INCLUDES

- Assignment of a facility service manager (FSM) and night manager to hire, manage, train, and hold accountable all persons responsible for cleaning.
- All services performed as detailed in the scope of work nightly checklists and day porter schedules.
- All janitorial cleaning chemicals and equipment needed to perform services outlined in service agreement.
- Day porters dressed in City Wide uniform with logo, pants, and identification badge.
- All janitors, day porters, management and supervisor trainings and certification will be provided.

CONSUMABLES

- ☐ Yes, City Wide is expected to manage and order consumable products.
- ☐ No, City Wide is not expected to manage and order consumable products.

* Consumables are ordered as needed and invoiced separately.

TAX EXEMPT

- ☒ NO
- ☐ YES

BILLING METHOD

- ☐ eBill
- ☐ ACH

✓ Invoice

CITY WIDE FACILITY SOLUTIONS

Authorized Representative Signature

Herb Martin/Senior Sales Executive

Printed Name / Title

Sept 17, 2026

Date

ESPLANADE AT THE HEIGHTS

Authorized Representative Signature

Albert Behz HOA Heights President

Printed Name / Title

Sept 17, 2026

Date

October 20, 2026

Start Date



TERMS & CONDITIONS

CONTRACTUAL TERMS AND CONDITIONS

Ally Facility Solutions Inc. DBA City Wide Facility Solutions
8950 9th Street North, Suite 103 | St. Petersburg, FL 33702

This CONTRACT (the "Contract") is made and entered into as of the **17th day of September, 2026**, by and between Ally Facility Solutions, Inc. d/b/a City Wide Facility Solutions ("City Wide") and **Esplanade at the Heights** a partnership / limited partnership / limited liability company / corporation / not-for-profit corporation (circle one), organized under the laws of the State of Florida ("Customer"), each sometimes referred to individually as a "Party" and collectively as the "Parties."

- 1. Services.** The services and related products (if applicable) to be provided by City Wide are as set forth in the Service Agreement attached hereto as Exhibit A and may be modified by the Parties as agreed from time to time. Unless a separate contract is executed by the Customer, this Contract shall govern all services and products provided by City Wide to Customer during the term of this Contract.
- 2. Charges for Services Rendered and Products Delivered.** The charge for services rendered and products delivered pursuant to this Contract shall be as set forth in the Investment Recap provided by City Wide and may be amended as set forth herein.
- 3. Performance.** Services shall be provided in a professional and workmanlike manner. "City Wide Personnel" consists of City Wide's employees, agents and/or independent contractors. If any of the City Wide Personnel assigned to perform work for Customer are unacceptable to Customer, or if Customer has any other issue with the Services provided by City Wide, Customer shall promptly notify City Wide management of same. If the Parties are unable to arrive at a solution that is acceptable to Customer, Customer may request that City Wide replace the individual(s) providing the Services. City Wide will either replace the individual(s) within a reasonable time frame **or terminate services with 30 day written notice to the Customer** and City Wide shall have no further obligations under this Contract.
- 4. Invoices.** For services provided on a one-time basis, City Wide will invoice Customer upon commencement of services and payment shall be due within ten (10) days of the date of the invoice. For services provided on a recurring basis, City Wide will invoice Customer on or about the first workday of each month in which services and/or products are provided. Invoices shall be paid by the 10th day of the month of the invoice. WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE. Additional services and products may be purchased by Customer from City Wide. Invoices for the additional services and products will be sent immediately upon commencement of the additional services or delivery of the additional products, and payment will be due within ten (10) days of the date of the invoice. Any dispute concerning an Invoice or the services rendered by City Wide shall be identified in writing **within thirty (30) days** of Customer's receipt of the invoice or the rendering of the service, as the case may be. City Wide will charge the Customer a late charge of 1½ % per month on all outstanding balances, with the first such late charge assessed 30 days from the invoice date. Customer agrees to pay all costs incurred by City Wide to collect any outstanding invoices or portions thereof, including but not limited to reasonable attorneys' fees, costs and expenses.
- 5. Charge Increases and Other Adjustments.** The charge for any recurring service provided pursuant to this Contract shall increase on the first anniversary of this Contract and each anniversary thereafter during the Term and any renewal period by the greater of: (i) the amount of change in the Consumer Price Index for All Items for the most recent twelve month period preceding such anniversary as published by the United States Department of Labor's Bureau of Labor Statistics; **or (ii) five percent (5%) but not greater than 5%.** An additional adjustment to the charge for any recurring service provided pursuant to this Contract may be made at any time in the event that additional costs are incurred by City Wide for Services due to (i) union increase and/or (ii) any other governmental action that directly and materially affects City Wide's cost of Services. For recurring services Contracts, Customer shall immediately notify City Wide in writing of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until written notification of the deletion of square footage has been given by Customer to City Wide and City Wide Personnel have inspected the premises and confirmed same. Charges shall be due for an addition of square footage immediately upon rendition of services in such additional area, regardless of whether Customer notifies City Wide of such addition. Any change in fees for Services requires a 30 day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder, in writing, prior to the effective increase without penalty.
- 6. Materials.** All cleaning materials and equipment necessary for City Wide's rendition of services will be furnished by City Wide Personnel, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option and upon request, City Wide can provide these usable/consumable items for an additional cost.
- 7. No Warranty; Limitation of Liability; Indemnification.** While all services shall be provided in a professional and workmanlike manner, City Wide makes no warranty (express or implied) as to any services provided or products sold pursuant to this Agreement. City Wide's liability to Customer arising from any breach of this Agreement, any services provided or products sold hereunder, or any other claim related to City Wide's dealings with Customer pursuant to this Agreement shall not exceed the amount actually paid by Customer to City Wide for services provided pursuant to this Agreement during the thirty (30) days immediately preceding the alleged breach. **Notwithstanding the former, the 30 day liability cap shall not apply to City Wide's negligence, gross negligence, willful misconduct, indemnification obligations, or losses covered by insurance City Wide is required to maintain under the Agreement.** Customer hereby knowingly and voluntarily agrees to indemnify and hold City Wide harmless for all damages, expenses, court costs, attorneys' fees, penalties, suits, actions, costs, payments, lawsuits, demands and/or claims of any kind—whether asserted by Customer or any third party—in any way connected with, arising from, associated with and/or related to the provision of goods and/or services pursuant to this Agreement, except where such damages, expenses, court costs, attorneys' fees, penalties, suits, actions, costs, payments, lawsuits, demands and/or claims are caused by City Wide's material breach of this agreement, negligence or willful misconduct.
- 8. Entire Agreement.** This Contract, including any exhibits and the Investment Recap, constitute the entire understanding and agreement between City Wide and Customer with respect to the subject matter hereof. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Contract supersedes any prior agreements that may have been entered into between the parties with respect to the subject matter hereof. This Contract and any provisions set forth in any exhibits or the Investment Recap may be amended only in writing, signed by both parties hereto.
- 9. Non-Solicitation.** During the Term of this Contract, including any renewal periods, and for a period of 180 days following the termination of the Contract, Customer shall not employ, contract with, nor have any business dealings whatsoever which are in any way related to the services provided hereunder with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or any employee or agent of a City Wide independent contractor, while services were being provided hereunder. As used in this section, the term "Customer" shall mean the undersigned Customer, together with all employees, agents, partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to: (a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) an accounting of and recovery from Customer of all revenue, compensation or other consideration that Customer or any third-party gains from violating or breaching this section; and (c) an award of all costs and expenses incurred by City Wide in connection with the enforcement of this Contract, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer is in breach of the provisions of this paragraph shall be added to the 180 day duration of the restriction. Any breach or alleged breach of this Contract by City Wide shall not constitute a defense to City Wide's enforcement of this section or any other section of the Contract.



TERMS & CONDITIONS

10. **Similarly, City Wide hereby knowingly and voluntarily agrees to indemnify and hold Customer harmless for all damages, expenses, court costs, attorneys' fees, penalties, suits, actions, costs, payments, lawsuits, demands and/or claims of any kind—whether asserted by City Wide or any third party—in any way connected with, arising from, associated with and/or related to the provision of goods and/or services pursuant to this Agreement provided such damages, expenses, court costs, attorneys' fees, penalties, suits, actions, costs, payments, lawsuits, demands and/or claims are caused by City Wide's material breach of this agreement, negligence or willful misconduct.**
11. **Relationship of Parties.** Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent.
12. **Compliance.** The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees and costs) caused by the Customer's failure to abide by the terms of this paragraph and/or this Contract.
13. **Security.** City Wide and its employees, agents, contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer's responsibility to have such items locked in a secured area which City Wide Personnel do not have access to.
14. **Insurance.** Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during which services are rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. The Parties agree to furnish proof of required insurance upon request.
15. **Term.** Term and Termination. The term of this Contract and the Services to be provided hereunder shall commence as of the date of this Contract and shall continue for an initial period of twelve (12) months ("Initial Term") and automatically renew each year thereafter for another twelve (12) month period (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the conclusion of the Initial Term or any Renewal Term, as applicable. Notwithstanding, either Party may terminate the Services to be provided hereunder upon thirty (30) days' written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. Notwithstanding the foregoing, it is understood and agreed that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period.
16. **Force Majeure.** City Wide shall be excused from its performance of all obligations under this Contract for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by an act of God (including, but not limited to, hurricane, fire, explosion, earthquake, or other extreme weather event), pandemic or other community health crisis, or any other unforeseen event.
17. **Assignments.** This Contract shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Contract and its obligations hereunder, and any assignee or successor is expressly authorized to enforce all provisions of this Contract, including but not limited to any restrictive covenants.
18. **Governing Law and Related Legal Considerations.** This Contract shall be governed by the laws of Florida. The Parties agree that the venue for any action to enforce or interpret this Contract or any of the provisions hereof shall be in the state or federal court serving residents of Pinellas County, Florida, and expressly submit themselves to the jurisdiction of those courts for such purposes. The Parties further agree that, in any action to enforce or interpret this Contract or any of the provisions hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs from the non-prevailing party.

Esplanade at the Heights

By:

Print:

Albert J. Behn

Title:

Pres. Hark Heights

Ally Facility Solutions, Ind. d/b/a
City Wide Facility Solutions

By:

Print: Herb Martin

Title: Senior Sales Executive

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.