

ULTRAVIOLET CLEANING SERVICES AGREEMENT

THIS ULTRAVIOLET CLEANING SERVICES AGREEMENT (the “**Agreement**”) is made and entered into by and between _____ (the “**Owner**”) and UV Clean LLC, a Colorado limited liability company (the “**Contractor**”), effective as of _____, 2020 (the “**Effective Date**”), for ultraviolet cleaning services (the “**Services**”) located at _____, _____ Colorado (the “**Property**”). The Owner and Contractor (individually, a “**Party**,” and jointly, the “**Parties**”) agree as set forth below.

1. **The Services.** The Contractor shall complete the Services on the Property with all work required therefor, including all site preparation and cleanup, if any.

2. **Relationship of the Parties.** The Contractor shall serve as an independent Trade Professional and shall report to the Owner’s specified representatives on all matters related to the Services. In so doing, the Contractor accepts the relationship of trust and confidence established with the Owner herein and agrees to serve the Owner’s best interests. The Contractor is engaged in the independent business of providing the Services and related services and is being engaged by the Owner only for the purposes and to the extent set forth in this Agreement. Accordingly, the Contractor’s relationship to the Owner for all purposes shall, during the Term, be that of an independent contractor and not an employee, agent, partner or engaged in a joint venture with the Owner, including, without limitation, for Federal and State tax purposes. The Owner shall not dictate a quality standard for the Contractor or oversee/instruct the Contractor on the Services performed. The Owner does not require the Contractor to work exclusively for the Owner and specifically engages the Contractor to perform services and tasks but without specific established daily or weekly time schedule commitments for purposes of doing so. The Owner shall not combine its operations in any way with the Contractor’s business, but instead shall maintain its operations separate and distinct from the Contractor’s business. Accordingly, the Contractor retains the right to perform services for others during the Term. The foregoing notwithstanding, no services performed by the Contractor for others during the Term shall in any manner interfere with or hinder the Contractor’s ability or availability to fully and professionally fulfill its obligations to the Owner under the terms of this Agreement.

3. **Cost of Services.** The cost of the Services shall be \$250 per 1,000 square feet cleaned with a \$300 minimum (the “**Cost of Services**”). The Contractor shall provide the Owner the Services as follows: one-time service on _____, 2020. Payment for the Services shall be due upon completion of the Services.

4. **Confidentiality.** The Contractor acknowledges that it may be provided with, and its employees and agents may in the course of their duties have access to, information regarding the Owner, the Owner’s family or affiliates, the security devices and codes used on the Property, the occupancy or vacancy thereof, and anything else identified by the Owner in writing as being confidential (collectively, “**Confidential Information**”). Without the prior written consent of the Owner, neither the Contractor nor any of its employees or agents shall communicate, disclose, or provide any Confidential Information to any third party or use any Confidential Information for any purpose other than the fulfillment of the Contractor’s obligations under this Agreement. The Contractor may disclose the Confidential Information to its subcontractors, provided that such subcontractors are bound in writing under terms and conditions substantially the same in all material respects as those of this Section.

5. **Release and Indemnity Agreement.** By signing below, the Owner agrees on behalf of him/herself, his/her family, heirs, successors, assigns, survivors, executors or anyone else claiming any interest through her/him, to hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS the Contractor, its employees, staff, officers, members, managers, consultants, assigns and agents, from and against any and all actions, lawsuits, claims, damages, liability and loss (including attorneys’ fees and costs) of any kind whatsoever, that the Owner,

him/herself, his/her family, heirs, successors, assigns, survivors, executors or anyone else claiming any interest through her/him MAY HAVE FOR ANY DAMAGE, INJURY, ILLNESS, PARALYSIS, LOSS OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF OR RELATED TO THE SERVICES, whether such damage, injury, illness, paralysis, loss or death results from negligence or other fault of any of the Contractor or from any other cause. The Owner and his/her estate hereby hold harmless and indemnify the Contractor for any and all claims, including attorneys' fees and costs, which may be brought against the Contractor by anyone claiming to have been injured as a result of the Owner's death, illness or any injury to his/her or his/her property or through my actions, which claims arose from or are related to the Services.

7. **Agreement Not to Sue.** By signing below, the Owner agrees on behalf of him/herself, his/her family, heirs, successors, assigns, survivors, executors, or anyone else claiming any interest through her/him, that he/she WILL NOT INITIATE OR ASSIST TO BRING ANY LEGAL ACTION WHATSOEVER AGAINST THE CONTRACTOR as a result of any damage, injury, illness, paralysis, loss or death to Owner or his/her property that arises out the Services. If the Owner initiates, or if anyone on their behalf initiates, any lawsuit, cause of action, or claim for damages against the Contractor, the Owner agrees that the Contractor automatically shall be entitled to recover from any such suing party all attorneys' fees and costs incurred in the defense of such lawsuit, cause of action, or claim for damages and any actions arising there from.

8. **Governing Law and Mediation.** This Agreement shall be interpreted, construed, and governed according to the laws of the State of Colorado, and venue for all purposes related to any dispute hereunder shall be in San Miguel County. If a dispute arises between the Parties relating to this Agreement, the Parties agree to submit the dispute to mediation. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediator. If mediation proves unsuccessful, then the dispute shall be subject to the jurisdiction of a court of law.

9. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement, with one counterpart being delivered to each Party. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the sole and only agreement of the Parties and supersedes and voids any and all prior understandings or written or oral contracts between the Parties respecting the subject matter of this Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the heirs, administrators, executors, successors, and assigns of the Parties.

EXECUTED AND DELIVERED BY THE PARTIES, AS OF THE EFFECTIVE DATE.

CONTRACTOR:

**UV Clean LLC, a Colorado
limited liability company**

OWNER:

By: _____
Tony Jakob, Member/Manager

By: _____
Chris Robison, Member/Manager