



Official Cleaning Company of The PGA of America

**RIDER TO THE MAINTENANCE AGREEMENT BETWEEN
DANA POINT CONDOMINIUMS and OPPORTUNITY FRANCHISING, INC., d/b/a
JANI-KING OF ILLINOIS, INC.**

This RIDER dated this 23rd day of July, 2012, is entered into in contemplation of and in conjunction with the Maintenance Agreement for Janitorial Services dated July 23, 2012 ("Agreement") by and between DANA POINT CONDOMINIUMS ("Association") and OPPORTUNITY FRANCHISING, INC. d/b/a JANI-KING OF ILLINOIS, INC. ("Contractor"). The terms and conditions of this Rider shall supercede any contradictory terms and conditions contained in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

R1. The Contractor hereby represents and warrants to the Association the following:

- a. That the Contractor maintains its principle place of business at 2900 Golf Road, Rolling Meadows, Illinois 60008.
- b. That the Contractor is duly licensed and authorized to do business in the State of Illinois.
- c. That the Contractor's execution of the Agreement and its performance thereof is within its duly authorized powers.
- d. That the Contractor agrees that the representations contained within this Paragraph R1 shall survive the execution and delivery of the agreement.

R2. Contractor shall perform its work in strict accordance with all applicable codes and regulations of the Village of Arlington Heights and State of Illinois.

R3. DELETED: Client warrants that the premises are free of ASBESTOS, hazardous materials, and hazardous waste materials & holds JK harmless from any and all liability for its personnel's exposure to such hazardous or harmful conditions.

R4. Paragraph VII (b) of the Agreement shall be deleted in its entirety and replaced with the following phrase:

Paragraph 7 is hereby deleted in its entirety and replaced with the following:

7. Termination. A. The term of this Agreement shall be for one (1) year, commencing on the Effective Date hereof. Otherwise, this Agreement may only be terminated as set forth in Section B below.

B. The Association may terminate this Agreement with or without cause, without payment of a penalty, termination, or cancellation fee, by giving Contractor at least 30 days written notice. Said notice shall be sent certified mail, return receipt requested and shall be deemed effective upon Contractor's receipt of said notice, or three business days after the post mark date, whichever occurs first."



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- R5. It is understood that the Association is an Illinois community association and that the property is owned by the unit owners as tenants in common. The Association is operated by and through its duly elected Board of Managers. When the term "Association" is used herein, it shall refer collectively to the unit owners and the Dana Point Condominiums as may be necessary to afford them both the maximum protection provided by law. The members of the board are acting only as agents for the units and shall have no personal liability hereunder (except as unit owners) and each unit owner's liability (if any) shall be limited to his/her total percentage of ownership in the common elements.
- R6. All notices or other communications to either party shall be made in writing and shall be addressed as follows:

To Contractor: Jani-King of Illinois
2900 Golf Road
Rolling Meadows, Illinois 60008

To Association: Dana Point Condominiums
1519 East Central Road
Arlington Heights, Illinois 60005
Attn: Janice Costa

- R7. Failure by either party to enforce any provision of this Rider or the Agreement in the event of a particular default shall not be deemed to be a waiver of any future default of the provision so violated. If any provision of this Rider or the Agreement shall be found invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- R8. This agreement shall be governed by Illinois law (except its choice of law principles); represents the entire agreement between the parties and incorporates all prior and contemporaneous negotiations, discussions and understandings; and may be modified only by written amendment executed by both parties.
- R9. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, save and hold harmless the Association, its directors, officers, members, employees, agents and assigns, and the successors, assigns, heirs and personal representatives of each of them, from and against any and all liability, claim, loss, damage, cost or expense (including but not limited to any attorneys' fees) arising from or relating to (a) any breach of the Contract by Contractor or by those persons or parties for whom Contractor is responsible, or (b) any tortious or illegal acts of Contractor or those persons for whom Contractor is responsible. This obligation shall not be deemed to negate or reduce any other right to indemnity which would otherwise exist in favor of the Association.

Any indemnification provided herein shall survive completion and/or termination of this Agreement.



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- R10. Contractor will provide the Association with a certificate of insurance naming the Association as a third party insured before work begins and shall periodically provide the Association, upon reasonable request, with an updated copy of its certificate of insurance reflecting the Association as an insured party.

Contractor shall maintain at all times during the term of this Agreement and for one year thereafter the following insurance coverage and any other additional insurance and/or bonds required by law: Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence for bodily injury or death and property damage liability and at least \$2,000,000 General Policy Aggregate (applicable to Commercial General Liability Policies); and Worker's Compensation insurance in the amount of statutory limits. The Association shall be named as an additional insured on all Commercial Liability policies. At no time shall any employee or agent of Contractor come on to the Association's Property without any and all of the foregoing insurance coverage in place.

- R11. In the event of a conflict between this Rider and other contract documents, the terms of this Rider shall control.

DANA POINT CONDOMINIUMS,

Date: 9/28/12

By: Ayla S.

Print Name: Ayla S.

Title: President

OPPORTUNITY FRANCHISING, INC.
d/b/a JANI-KING OF ILLINOIS,

Date: 9-28-12

By: Judi Maggio

Print Name: Judi Maggio

Title: VICE PRESIDENT