

**Broom Service L.M. Ltd Private Company no. 515184208**

**Exclusive Framework Agreement with Tenants/Clients**

**Between:**

**Broom Service L.M. Ltd Private Company no. 515184208**

From 69 Jerusalem St., Bat Yam

(Hereinafter: **the Company**)

**Of the First Part**

**And:**

**Full name: \_\_\_\_\_\_\_\_\_\_\_\_ Id. No. / Licensed Dealer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_ Street: \_\_\_\_\_\_\_\_\_\_ House number: \_\_\_\_\_\_\_\_\_\_\_\_ Floor \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Apartment: \_\_\_\_\_\_\_\_\_\_\_\_\_ Entrance Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_-\_\_\_\_\_\_\_\_\_, Additional telephone: \_\_\_\_-\_\_\_\_\_\_\_\_\_**

**E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Hereinafter: **the Tenant** or **the Client**)

**Of the Second Part**

**Whereas:** Broom Service L.M. Private Company no. 515184208 (hereinafter: **the Company**) is a company that provides, inter alia, services of maintenance, supply, and cleaning for tenants in various facilities across the State of Israel.

**And whereas:** the Tenant is interested in making an agreement with the Company in order to receive the services requested in this agreement, for the consideration specified in this agreement.

**And whereas:** the Tenant is aware that in order to receive the service and/or work on behalf of the Company, he/she must sign this agreement and comply with all the terms and conditions of this agreement, with no exception, in connection with the service and/or work and/or the materials and/or the products the Tenant is interested in receiving from the Company.

**Therefore, the Parties hereby agree and declare as follows:**

1. **Introduction**
2. The introduction of this agreement is an integral part thereof and as binding as all its other provisions.
3. Any obligation of the Tenant which is instituted this agreement is an addition to any other obligation of the Tenant which is instituted in other agreements and/or the quotation and/or any applicable law.
4. In any case of contrast between the provisions of this agreement and the provisions of any other agreement between the Tenant and the Company and/or the quotation the Tenant submitted to the Company, the provisions of this agreement shall prevail.
5. Headings of the sections contained in this agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this agreement.
6. **The service / work and/or the products which are requested by the Tenant, including their scope, location and commercial terms**

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| --- | --- |
| The service and/or work requested by the Tenant | 4 \* package |
| The location in which the service will be provided and/or work will be performed | Name of facility, name of Tenant and address: |
| Service days requested by the Tenant |  |
| Frequency of the service and/or work | 5 days a week |
| Consideration the Tenant will pay the Company, including the payment method and/or payment date | A total of NIS 350 (NIS three hundred and fifty) plus V.A.T. per house call  A total of NIS 200 (NIS two hundred) plus V.A.T. per house call |

|  |  |
| --- | --- |
| Payment method: Credit / bank transaction  Credit  I the undersigned hereby permit Broom Service L.M. Ltd to charge my credit card account (the details of which are listed below) for the services I will receive from the Company, in the amounts and on the dates specified in this agreement between Broom Service L.M. Ltd and me.  Credit type: \_\_\_\_\_\_\_\_\_\_\_\_\_  Card no. \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/  Valid through: \_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_\_\_  Name of card holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  I.D. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of card holder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank transaction – Current + 5  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Miscellaneous | 1. All the employees of the Company are employed in compliance with the law and the Company provides them with all the benefits to which they are entitled; the Client has no employee-employer relationship with the employees of the Company. |

1. **Obligations and Statements of the Tenant**
2. By signing this agreement, the Tenant declares that he/she fully and voluntarily accepts all the terms and conditions specified in this agreement and may not have any claim and/or demand and/or complaint against the Company in connection with any promise and/or representation and/or correspondence and/or draft and/or presentation, whether done in writing or orally, prior to the signature of this agreement.
3. The right to use this document is personal and non-transferable. Note that it is prohibited to distribute and/or duplicate and/or copy and/or publish this document without prior express permission in writing from the management of the Company.
4. The Tenant states that he/she will fully cooperate with the Company for the performance of the work and/or service the Company should provide, as detailed above in this agreement.
5. The Tenant hereby undertakes not to directly or indirectly (through another company or person) hire the employees of the Company, even if they are no longer employees of the Company and/or after the termination of the agreement between the Parties.
6. All the orders placed by the Tenant in connection with any service and/or work he/she requests shall be governed by the order terms and conditions listed on the website of the Company whose address is as follows: [www.broomservice.co.il](http://www.broomservice.co.il)
7. This agreement is valid until there is an announcement about change or cancellation or freezing of any of the parties and in accordance with the company’s procedures of cancelation of service.
8. In the event of the cancellation of a work order 24 hours prior to the date, the Tenant undertakes to pay the company 50 percent of the cost of the house call.
9. In the event of the cancellation of a work order less than 24 hours prior to the date, the Tenant undertakes to pay the company 100 percent of the cost of the house call.
10. **Obligations and Statements of the Company**

i) The Company agrees to perform the work and/or provide the service and/or products devotedly, in a reliable and timely manner and maintain a high standard of service, all pursuant to the dates determined by the Tenant, through suppliers and/or employees and/or sub-contractors working on its behalf. The Company hereby declares that it has the ability and skills to perform the work and/or provide the service and/or products specified in this agreement. The company declares that it has a license to render cleaning services.

j) The company undertakes to pay its employees a salary which complies with the law as detailed in Appendix A – Appendix of the details of the costs of the salary of a cleaning person.

k) The Company undertakes to timely perform the work and/or provide the service, pursuant to the dates determined in this agreement and/or any dates determined by the Tenant in the orders he/she may place through the website of the Company. Reasonable delay in the performance of the work and/or the arrival of any employee of the Company to the Tenant's address, given the relevant circumstances, may not be deemed breach of this agreement on part of the Company.

l) The Company hereby states and notifies the Tenant that it may not be held responsible to any cancelation and/or postponement of the work and/or service and/or any delay in the performance of the work and/or service resulting from extraordinary circumstances it cannot control and/or such that derive from force majeure. For the purpose of this section, force majeure is defined as follows: wars, protests, emergencies, conscription (whether partial or full), including conscription of reserve duty forces, including conscription of employees and/or suppliers and/or contractors and/or any representatives of the Company and/or its suppliers, strikes, diseases and/or epidemics, mourning (including national days of mourning), natural disasters, inability to move on the roads, fire, state of preparedness to emergency, and any situation of any kind that the Company cannot control. In any of the aforementioned situations, the Tenant may not have any claim and/or demand and/or complaint against the Company and/or any of its representatives, and the Parties shall schedule the performance of the work and/or service on a later date that would be agreed upon between the Parties.

m) The Parties hereby agree that this agreement is a framework agreement and that the Tenant will submit to the Company, from time to time, written work orders that shall be deemed integral part of this agreement.

n) The company is not responsible for any damage that is direct or indirect, outcome-related or special, of any type whatsoever, and which will be caused to the client and/or to any third party as a result of receiving this service by the company and its employees or anyone on its behalf.

1. **General**
2. This agreement summarizes and establishes any and all understandings between the Parties; upon signature, no other agreement that was made between the Parties will be in force, and no amendment and/or agreement and/or alteration and/or addition and/or reduction and/or extension and/or waiver in connection with anything related to this agreement may be in force, unless done in writing and signed by the Parties. In case any section, provision or obligation in this agreement is null or unenforceable, all the other provisions of this agreement shall remain in force. No failure or delay by either party in exercising any of its rights under this agreement may be deemed waiver of such rights.
3. Addresses of the Parties for the purpose of this agreement are as specified in the introduction of this agreement. Any notice sent by either party to the other, to the aforementioned addresses, shall be deemed effective within 72 hours from its delivery to a post office branch in Israel for registered mail shipment and upon its delivery to the addressee, if it is delivered by hand, or upon receipt of transmission certificate, if it is sent by fax.

**In witness whereof the Parties have signed:**

The Company The Tenant