



JOEY RESTAURANT GROUP

SERVICE CONTRACT AGREEMENT

Exhaust Hood Cleaning

Company Name	Grease Ducks	Contact Name	Alex Collins
Date Requested	June 1 st 2018	Contact Number	604-808-9403
Renewal Date	August 15 2018	Email Address	Acollins@greaseducks.com
Service Frequency	As per below	Time of Service	Must be between 2:00am and 8:00am

Locations Covered	Address	Service Fee Per Cleaning	Frequency
☒ Joey Campus	Unit 90 – 1177 Hastings Street, Vancouver, BC, V63-2K3	\$1050 plus \$35 truck/fuel charge	Quarterly

Hood and Duct Cleaning – Quarterly

Dishwasher Hood and Duct Cleaning – Bi Annually

SERVICE CALENDAR

Please provide proposed service dates for each location

Joey Campus
July 16th, 2018 - 2 am
October 15th 2018 - 2 am
January 15th 2019 - 2 am
April 15th 2019 - 2 am
July 15th 2019 - 2 am

SERVICE REQUIREMENTS & SCOPE OF WORK

1. Contractor will call designated restaurant contact 48 hours before site visit to confirm scheduled time.
2. The following services shall be performed to comply with the NFPA 96 Standards:
 - a. **Grease Exhaust Duct Systems:** Will comprise the duct system proper from the filters up and throughout its entirety including the exhaust fan, housing and fan wheel. It shall include all surfaces on which dirt and grease can be deposited in normal operations. The contractor will remove accumulations of all foreign matter, such as dirt and grease from the exhaust ducts beginning at the hood connection and extending to and including the exit stack. Ducts will be cleaned to bare metal.
 - b. **Exhaust Fans:** Will comprise the complete fan assembly including the structural frame assemblies, housing, fan blades, braces, louvers and all other parts in the direct path of the grease-laden air, with the exception of the motor interior. The contractor will remove accumulations of all foreign matter, such as dirt and grease. Fans will be reassembled and reinstalled in a satisfactory working condition.
 - c. **Hood Plenums:** Clean, remove dirt and grease
 - d. **Hood Interior and Exterior:** underside of hood cleaned & free of debris and grease. Wipe exterior of hood after service.
 - e. **Grease Trays and grease cups:** Remove, empty and clean grease trays and cups. Replace.
 - f. **Grease Filters:** Remove, clean and replace all grease filters.
 - g. **Access Panels:** Ensure all panels are in working order. Clean doors and hinges, ensure they are properly sealed when replaced.
3. The contractor will clean all canopies, filters, ducts, fans and fan blades, back splash and will mop the floor after cleaning.
4. The contractor will provide a "Certificate of Performance" that should be posted near the hood; stating the date the system was cleaned, the next cleaning date, as well as noting any inaccessible areas in the system.
5. We require at least one individual in the cleaning team be certified by one of the following :
 - ✓ Certified Kitchen Exhaust Cleaner; administered through the Power Washers of North America
 - ✓ Certified Exhaust Cleaning Specialist; administered through the International Kitchen Exhaust Cleaning Association
 - ✓ Phil Ackland's Exhaust Cleaners Certification Protocol; administered through Phil Ackland Holdings Ltd.Please verify that you carry a certification, identifying which one below, and attaching a copy of the certification to this document.
6. The contractor is to take all necessary precautions to prevent grease cleaned from the exhaust during the cleaning is not spilt onto the roof. If grease is spilt onto the roof the contractor is responsible for immediately cleaning off the grease.
7. The contractor will submit a quotation to the General Manager for any additional work that needs to be performed above and beyond this agreement.
8. The contractor will provide the restaurant with a service report at the end of each cleaning
9. Service personnel will check in with restaurant management at the beginning of each visit and at the end of each visit. Restaurant management will be required to sign off on service reports before service personnel leave the site.
10. Contractor will complete Joey sign-off sheet and return this sheet along with service reports to restaurant management.

11. The contractor will commit to performing the cleaning at set dates & times as agreed upon at the beginning of each year. This is a real must for our restaurant management and something that we really like to see the service provider commit to.
12. The provider will submit photos of before and after for the entire exhaust system within 1 week of service, billing will only be submitted once documentation of service is provided.

TERMS & CONDITIONS

This Agreement between **Grease Ducks** ("Company") and Joey Restaurant Group ("JOEY RESTAURANTS") is dated for reference **6-1-2018** (the "Effective Date"). Now therefore, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to abide by the following terms and conditions:

1. The Company shall perform the services listed above under Service Requirements.
2. This Agreement shall continue for a term of one (1) year (the "Term") from the Effective Date. This Agreement shall automatically and continuously be extended for an additional period of one (1) year at the end of the Term (the "Extension Term") on the same terms and conditions. The Company shall provide written notice of any fee increases at least thirty (30) days prior to the commencement of the Extension Term. Either party may terminate this Agreement at any time without reason by providing at least thirty (30) days written notice.
3. Payment terms are NET THIRTY (30) DAYS.
4. This Agreement does not prohibit the Company from performing work outside the scope of this Agreement that would otherwise be deemed to be reasonably provided by the Company.
5. The Company will not sub-contract any work without the consent of the JOEY RESTAURANTS' Manager of Facilities.
6. The Company will hold general liability insurance to a minimum of **five million dollars (\$5,000,000)**. The Company will provide a copy of its insurance certificate to JOEY RESTAURANTS at the signing of this Agreement and at the commencement of the Extension Term.
7. The Company will hold adequate workers compensation insurance as required by Provincial, Federal, and/or State law. The Company will provide a copy of its insurance certificate to JOEY RESTAURANTS at the signing of this contract and at the commencement of the Extension Term.
8. The Company shall indemnify, defend and save harmless JOEY RESTAURANTS from and against any and all liability which the Company may be responsible for as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent mission or willful misconduct of the Company or its employees.
9. The Company shall keep the contents of this Agreement and any information relating to its relationship with JOEY RESTAURANTS (the "Confidential Information") confidential and the Company shall not disclose the Confidential Information to any party unless JOEY RESTAURANTS provides its written authorization or the Company is required to do so (a) in the course of any proceeding in a court of competent jurisdiction; (b) under compulsion by law; or (c) to such professional advisers as are reasonably necessary, provided such disclosure shall be on the basis of confidentiality by the recipient.
10. The Company represents and warrants that the Company is providing services as an independent contractor. If it is determined that the Company is providing its services as an employee, the Company shall indemnify, defend and save harmless JOEY RESTAURANTS from any and all liability which the Company may as a result be responsible for as a result of any liability arising from the Company's status as an employee of JOEY RESTAURANTS.
11. The Company shall not be permitted to assign this Agreement without written consent from JOEY RESTAURANTS, which consent may be withheld in its sole discretion.

12. This Agreement shall be binding on and shall ensure to the benefit of the parties hereto and their respective successors and assigns.
13. This Agreement represents the entire Agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties.
14. This Agreement shall be construed in accordance with the law of the province in which the services are provided.
15. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.
16. This Agreement may be signed in counterparts and delivered by facsimile or other electronic transmission, and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

By executing this Agreement, the parties agree to be bound by these terms and conditions.

ACCEPTED BY **Grease Ducks**

Sgauthier

Signature

Samantha Gauthier, Account Coordinator

Print Name & Title

ACCEPTED BY **JOEY RESTAURANT GROUP**

Jamie Cruickshank

Signature

Jamie Cruickshank, Facilities Manager

Print Name & Title