
**WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
WITH
KEC PRO, LLC DBA HOODZ OF CENTRAL TEXAS**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND GOODS CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **KEC Pro., LLC dba HOODZ of Central Texas** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include jail kitchen hood cleaning and inspection as described in the attached [REDACTED] being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in Exhibit “A,” provided to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A,”, such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount for the life of this contract shall be **Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00)**.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached [REDACTED] marked as **Exhibit "A"**;
- B. Insurance certificates evidencing coverages required herein above and
- C. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

KEC Pro., LLC dba HOODZ of Central Texas:

Authorized Signature

Sofia Garza Garcia

Authorized Signature

County Judge/Presiding Officer

Sofia Garza

Printed Name

Date: _____, _____ 20____

Date: 10 _____, 15 _____ 20 25

Reviewed by Contract Audit

Garrett Murray

Contract Auditor

Williamson County Auditor's Office

Date: Oct 16 2025

Time: 9:15 am

Approved as to Legal Form

JACQUELINE LENTZ

General Counsel, Commissioners Court

Date: Oct 16 2025 Time: 9:53 am

Exhibit “A”





HOODZ of Central Texas

256 Sherwood Drive
 San Antonio, TX 78201, United States
 Phone: (210) 265 1086
 Fax: (210) 569 6402
centex@hoodz.us.com
www.hoodzinternational.com



CUSTOMER INFORMATION	LOCATION INFORMATION	
WILCO Texas	Wilco Jail	Date: 10/1/2025
306 W 4th St	306 W 4th St	
Georgetown, TX 78626	Georgetown, TX 78626	
Phone: 512-943-1599	Phone: 512-943-1599	
Contact: Clinton Jacobs	Cell Phone: 512-943-1636	
	Contact: Clinton Jacobs	

PROPOSED SERVICES				
Item Name & Description	Quantity	Rate	Line Total	
CL-KECPrime WILCO EXPO: Semi Annual Clean kitchen exhaust system. (2) hoods, (2) ducts, (2) fans. INCLUDES BELTS AND GREASE CONTAINMENT MEDIUM Panels: NO Hinge Kit: YES Fan Port: NO Grease Containment System: YES Recommended frequency: 2xyr	2.00	\$769.00	\$1,538.00	
CL-KECPrime CTTC: Semi Annual Clean kitchen exhaust system. (1) 8ft hood (stove, fryer) (1) vertical duct (1) up blast fan (5) filters. Panels: NO Hinge Kit: YES Fan Port: YES Grease Containment System: YES Recommended frequency: 2xyr Deficiencies: Wire going through duct. Galvanized hood	2.00	\$659.00	\$1,318.00	
CL-KECPrime ESOC: Annual Clean kitchen exhaust system. (1) hoods, RESIDENTIAL SYSTEM Deficiency: duct most likely not water tight, we will either dry brush and wet clean, depending on integrity of the system once cleaned once Panels: NO Hinge Kit: NO Fan Port: NO Grease Containment System: NO Recommended frequency: 2xyr	1.00	\$599.00	\$599.00	
CL-KECPrime GEORGETOWN ANNEX: Annual Clean kitchen exhaust system. (1) hoods, (1) ducts, (1) fans □portable pressure washer needed. Inaccessible areas were not able to inspect for horizontal ductwork, but grease level is so low, is should not be a problem in the short term as long as the filters are in good conditions Panels: NO Hinge Kit: YES Fan Port: YES Grease Containment System: YES Recommended frequency: 2xyr	1.00	\$649.00	\$649.00	
CL-KECPrime JUVENILE JUSTICE CENTER: Annual Clean kitchen exhaust system. (2) 12ft hoods (2) ducts (2) up blast fans. Panels: NO Hinge Kit: YES Fan Port: YES Grease Containment System: YES Recommended frequency: 2xyr Deficiencies: Inaccessible duct work - from barred duct opening	1.00	\$789.00	\$789.00	
CL-KECPrime WILCO JAIL Annual clean kitchen exhaust system (5) hoods, (5) duct openings going into (1) duct, (1) access panel, (1) utility fan, 4 story building Hinges: No Fan port: Yes Frequency: 4xyr Filters: NOT INCLUDED Grease containment: NO Deficiencies: Inaccessible areas - need more panels, possibly 2 more Grates over duct opening limit access to ducts.	1.00	\$1,485.00	\$1,485.00	

Subtotal: \$6,378.00

NOTES

Additional Notes: Quote expires 30 days from initial send date.

*****IN CASE OF:*****

- Exhaust fan(s) needs hinges (required by code), HOODZ is not liable for damage to fan, or grease left in the system as a result of inaccessible areas caused by fan not being able to be tipped.
- Exhaust fan(s) needs grease containment with filter medium - ****Grease on roof on initial inspection****, HOODZ is not liable for grease or damage on the roof as a result of grease overflow from the exhaust fan.
- Exhaust fan(s) needs blade access port to fully access blades. Failure to do so leaves grease on a portion of the blades and can lead to fire hazard or fan imbalance.
- Wiring systems of any type must not be installed in ducts (per code). This can lead to fire hazard and can cause a short in the system. HOODZ is not liable for damage to wiring/systems.
- Exposed wiring present. Failure to repair wiring can lead to short in the system or a fire hazard.
- Exhaust fan(s) electrical box needs to be repaired. HOODZ is not liable if the electrical unit gets wet/damaged as a result of an improper cover.
- Perforations in duct. This can cause leaking outside of the duct work and lead to a fire hazard.
- Duct access panel(s) needed (required by code) ****inaccessible areas noted on initial inspection**** Without full system access, hazardous conditions remain present in the exhaust system, even after quality service. HOODZ is not liable for fire, damages, leaks, malfunctions, injury, or death that may result from inaccessible areas.

HOODZ can assist in remedying the deficiencies listed above. Please contact us for pricing. Client acknowledges that HOODZ has informed them of the above issues and absolves HOODZ from corresponding liability of failure to remedy these deficiencies.

****Removable filters are not included in service. If customer desires filter service, please contact our office to enroll in a filter exchange program.**

Initial: _____

TERMS AND CONDITIONS

Term and Termination. This Agreement is effective when signed by the Customer. This Agreement will be renewed automatically and continuously for multiple successive 12-month periods unless Customer or HOODZ gives written notice of non-renewal to the other at least 30 days prior to the next expiration date. Either party may terminate the ongoing Agreement, without cause or penalty, by giving the other party 30 days advance written notice of its intent to terminate this Agreement.

Schedule. Restaurant management will work with restaurant staff to ensure HOODZ has access to the restaurant at the scheduled time. If restaurant staff does not grant HOODZ access at the scheduled time, a non-refundable fee of \$120.00 per hour (\$60.00 in half hour increments) will be charged when HOODZ is waiting onsite. If restaurant staff does not permit HOODZ to stay on the established inspection and cleaning cycle or does not notify HOODZ 12 hrs prior to original scheduled and confirmed time of re-schedule needs, customer agrees to pay a non-refundable service fee of 50% of the invoice per occurrence, and HOODZ may not be able to honor agreed upon price structure.

Scope of Work.

- Grease extraction to remove fire hazard in accordance with NFPA & IMC
- Sticker certification of inspection and cleaning
- Before/after photos and service report provided following each service
- Service Rooftop to Cook top (exhaust fan bowl, fan blades, 4' perimeter around fan, exhaust duct, hood, filter tracks, backsplash)
- Exclusions: Removable baffle filters [unless noted otherwise], any inaccessible areas, any areas with exposed wiring or damage that

could result in safety/equipment liability.

****Service is specific to hazard removal in exhaust system. We clean up after ourselves to resolve any mess that is created during service, but we are not janitorial and do not clean up mess/debris left from kitchen operations.**

Payment. The Customer agrees to pay the invoice by the due date shown on the invoice, no later than 15 days from the invoice date, with either credit card or bank draft. Any amount not paid within the allowable time will result in a \$35.00 late fee charge and \$35.00 every 15th day thereafter until paid in full.

HOODZ proposes to furnish the labor and materials for the indicated sum of this work order authorization. The purchaser authorizes HOODZ to proceed with the work as proposed.

Customer Signature: _____

Date: _____

Thank you for the opportunity to provide our services for your establishment. Our cleaning methods to remove grease and other deposits from the interior surfaces of the exhaust system ensure compliance

with National Fire Protection Association's NFPA 96 standards including any applicable municipal, state and national codes. Upon completion of the cleaning process, we place a validation of service label on the serviced system in plain view of the Fire Marshall, Department of Health and / or Insurance Agent which indicates compliance with appropriate NFPA 96 standards and notating any inaccessible or deficient areas that exist within the system.

This agreement contains detailed information about your project and includes the Total Amount and Terms & Conditions for these valued safety related services as indicated. Our HOODZ Proposal integrates all applicable standards and guidelines from the National Fire Protection Association's NFPA 96 Guidelines to keep your system in compliance. Due to our proprietary standards including our data collection, we do not allow distribution of this information in any form, unless express written permission is granted.

Work Compliance

After completing the cleaning process and during cleanup Hoodz adheres to the following sections of the NFPA 96 Standards:

- 11.6.9 When cleaning procedures are completed, all access panels (doors) and cover plates shall be restored to their normal operational condition.**
- 11.6.10 When an access panels is removed a service company label or tag preprinted with the name of the company and giving the date of inspection or cleaning, shall be affixed near the affected access panels.**
- 11.6.10 Dampers and diffusers shall be positioned for proper airflow.**
- 11.6.12 When cleaning procedures are completed, all electrical switches and system components shall be returned to an operable state**
- 11.6.13 When an exhaust cleaning service is performed, a certificate showing the name of the servicing company and the date of services performed, equipment serviced, detailed description of the service provided, and notation of any issues or difficulties found during service. This shall be maintained on the premises.**

Safety

HOODZ is trained in lock-out/tag-out, MSDS, hazardous communications, safety, respirators, ladders, and other job-related issues. Security systems and or protocols may be altered while performing our service. When alternative systems are needed due to these criteria, it will be the owner's or contracting agent's responsibility to coordinate.

General Conditions

HOODZ (Our) Obligations To You:

Cleaning to code: We Will inspect and clean all accessible areas (FANS, DUCTS and HOODS) of the exhaust system in accordance to the NFPA96

HOODZ cleaning protocol: During our cleaning, we will use a combination of hand scraping, degreasers, high pressure hot water and specially designed tools to remove effluence and grease build up from the exhaust system. (FANS, DUCTS and HOODS)

Verification of work via Pictures: HOODZ will take digital time & date stamped pictures that document all inspections and cleanings and provide them upon request.

Job service report: HOODZ will produce an electronic version of the after-job service report available upon request.

Equipment protection: HOODZ will take necessary precautions to protect and cover kitchen equipment.

Wastewater: All wash and wastewater shall be processed through the restaurant grease trap unless otherwise noted.

Exhaust fans: Before we leave, we will turn on the exhaust fans to ensure they are working properly. We will leave the exhaust fans on after cleaning to assist the system to dry, unless otherwise instructed in writing by restaurant management.

Precautions: HOODZ will perform all work in a professional manner. We take every precaution possible to minimize potential damage to the restaurant, restaurant equipment, exhaust fans, ducts, hoods and other valuables. HOODZ is not responsible for circumstances beyond our control or for pre-existing conditions such as leaking ductwork, damaged or unmaintained fire suppression system, faulty exhaust system wiring, and other deficiencies revealed during our cleaning.

Problems / Concerns: HOODZ will notify the restaurant of any problems / concerns and or deficiencies of the exhaust system that we experience during the inspection and cleaning in writing on the after-service report.

Scheduling: HOODZ will contact the restaurant in advance to schedule the routine inspection and cleaning when the system is due for renewal.

Customer Obligations:

Area Preparation: For our HOODZ Team to be able to perform the work outlined in this contract, there are specific conditions that need to be met prior to your scheduled service. You, the customer agree that the following conditions will be met prior to the start of the scheduled service:

- Keys and Codes to the Alarm System must be provided and updated to HOODZ for scheduling purposes.
- Roof Access must be available and unlocked.
- Exhaust system must be in working condition, which includes current maintenance of the fire suppression system.
- No other work within your facility should be scheduled at the same time as our scheduled service with your facility.
- All Equipment must be shut off and cooled prior to the scheduled service access to the hood controls and breaker panels must be granted at the time of the HOODZ team Arrival
- All Non HOODZ personal must be out of the worksite for the duration of the work being performed by our HOODZ Team

System function: The exhaust fans, ducts, and hoods should be properly installed and operational prior to the exhaust system inspection and cleaning by our HOODZ Team. Common problems include leaking ducts, weathered exhaust fan wiring, missing or failed hinge kits and not enough duct access panels or exhaust fan access panels. If a repair is needed, our HOODZ Team may request visual proof that it has been completed prior to scheduling your next service.

Filters: Restaurant management will be responsible for the cleaning and maintenance of the hood vent filters. It is recommended that these filters be cleaned on a regular basis as part of the preventative maintenance schedule.

Cleaning schedule commitment: Restaurant management will work with restaurant staff to ensure

HOODZ has access to the restaurant at the scheduled time, by providing keys and alarm codes coeds to for each location. HOODZ will attempt to contact the customer on the day of the scheduled service to with a courtesy reminder, either via email, text, and/or phone call. However, it is always the responsibility 4

of the customer to make sure the facility is ready for the work to be completed by the arrival time of the HOODZ Team.

-If the Customer strays from the agreed upon established service interval, inspection and/or cleaning schedule of the said system in this contract, whether that be due to the kitchen not being ready, damaged equipment or any other reason that would prevent the HOODZ Team from being able to perform the agreed upon services, includes any delay past one (1) hour of the scheduled start time, damaged equipment, refusal of entry from restaurant staff, or any other reason that would prevent HOODZ from being able to perform the job, HOODZ may at their discretion charge a lockout fee up to 50% of the price of the scheduled service. To avoid this fee, a required reschedule notification to us, HOODZ, via phone call, text or email is required 24-hours prior to the scheduled service. This fee must be paid in full prior to the rescheduling of the service.

Injury: HOODZ is not responsible or liable for any damage or injuries that occur to any individual on premise during a scheduled service as a result of in adherence of any verbal or written instructions or safety precautions from the HOODZ Team.

Payment terms: After HOODZ has completed the inspection, maintenance, and/or cleaning of the said system and has reviewed the work internally, HOODZ will email the invoice for payment. The invoice will contain links for credit card and bank draft. The customer agrees to pay the invoice DUE UPON RECIEPT with either check, credit card or bank draft. Credit card transactions will incur a processing fee of 2.9%. The customer understands that if the invoice balance has not been paid 30 calendar days after the invoice was emailed, HOODZ reserves the right to process a bank draft on their behalf for the balance.

Breach of Contract

HOODZ reserves its right to terminate this agreement should the customer breach any of its terms, conditions, or the assurance of payment. If for any reason the amount due under this agreement is not paid when due, HOODZ shall be entitled to its expenses and attorneys' fees incurred in the collection with interest on the unpaid balance at the rate prescribed by law. This agreement shall be governed by the law of the State of Texas.

Duct access panels: Per NFPA96 duct access panels are required every 12 feet of ductwork and at every change in direction.

Fan access ports: Per NFPA96 fan access panels are required on every rooftop fan unit.

Exhaust fan hinges: Per NFPA96 exhaust fan hinges are required on all removable rooftop fan units.

Restoration charge: When required, a minimum restoration charge for each system that has been neglected due to failure to be in accordance to agreed upon cleaning schedule or have accumulated more build up due to either a change in the equipment cooking system or non-adherence of regular system maintenance where our standard clean will not be sufficient enough to meet NFPA 96 standards.