



Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.

Date of Board Meeting: August 15, 2023

Subject: Approve the two year rate extension of the agreement with Ambassador Services to clean the Richmond and Bay City Campus locations for \$129,508.92 a year.

Recommendation: Approve the two year rate extension of the agreement with Ambassador Services to clean the Richmond and Bay City Campus locations for \$129,508.92 a year.

Background and Rationale: The College bid submitted by Ambassador Services to clean the Campuses in Richmond and Bay City will expire 8-31-2023, and stated that the contract could be extended by mutual agreement. Ambassador Services is proposing a 7.3% increase to cover the next 2 years. Given what we've seen with pricing in the labor market and inflation, and that the proposed increase is a two year increase, along with the fact that the Maintenance Department continues to be satisfied with the janitorial services of Ambassador, we are requesting acceptance and approval of their offer.

Cost and Budgetary Support: \$129,508.92 Current Unrestricted Operating Budget.

Strategic Priority Alignment: [X] Student Success [X] Resource Optimization [ ] Community Impact [ ] Institutional Excellence

Resource Person(s): Bryce D. Kocian, Vice President of Administrative Services Doug Baumgarten, Assistant Director of Facilities Management Philip Wuthrich, Director of Purchasing

Signatures: [Signature] [Signature] Originator

8/2/23 7-31-23 Date

[Signature] Cabinet-Level Supervisor

08/03/2023 Date

President's Approval: [Signature] President

8-7-23 Date

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (this "Agreement"), dated as of

\_\_\_\_\_ (the  
"Effective Date"), is by and between Ambassador Services, LLC, a Texas limited  
liability company, with offices located at 11710 North Freeway, Ste 200, Houston, TX  
77060 ("Ambassador") and  
Wharton County Junior College \_\_\_\_\_ ("Client")  
(Ambassador and together with Client, the "Parties", and each a "Party").

Client Tax ID: \_\_\_\_\_

WHEREAS, Ambassador has the capability and capacity to provide certain services related to commercial facilities management; and

WHEREAS, Client desires to retain Ambassador to provide the said services, and Ambassador is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. SERVICES.** Ambassador shall provide to Client the services the "Services" set forth in one or more work orders to be issued by Ambassador (each, a "Work Order"), each such Work Order including additional terms and conditions and statements of work. Each Work Order shall become effective and continue thereafter in accordance with the dates and periods specified therein. If Client requests a reduction in Services or additional Services not specifically stated in the initial Work Order, Ambassador shall issue an additional Work Order, specifying the nature and costs of the reduced or additionally requested Services, subject to Liquidated Damages under Section 6.5. Additional Work Orders shall be deemed issued and accepted only if signed by the Client Contract Manager, appointed pursuant to Section 4.1, and subject to this Agreement unless specified otherwise therein.

**2. SPECIALS AND DISCOUNTS.** Ambassador may, from time to time and in its sole discretion, provide or offer certain specials and discounts to Client, including, without limitation, the following (each individually and collectively "Specials and Discounts"): additional services, supplemental services, special, discounts, or other incentives, each applied on specific billing cycles, on a prorated basis, or to additionally requested Services, or a combination thereof.

**3. AMBASSADOR'S OBLIGATIONS.** Ambassador shall:

3.1 designate managers, officers, directors, employees, agents, affiliates, representatives, contractors, subcontractors, subsidiaries, or business partners that it determines, in its sole discretion, to be capable of (a) acting as its authorized representative with respect to all matters pertaining to this Agreement (the "Ambassador Contract Manager"); and (b) sufficient to perform the Services detailed in each Work Order, (collectively, with the Ambassador Contract Manager, "Ambassador Representatives");

3.2 comply with and abide by all federal, state, and local laws, ordinances, regulations, and orders applicable to the operation of its business and the performance of its obligations under this Agreement; and

3.3 take all steps necessary, including obtaining any required certifications, credentials, authorizations, licenses, permits or other consents, to conduct its business related to the performance of its obligations under this Agreement and to prevent Ambassador-caused delays in Ambassador's provision of the Services.

**4. CLIENT OBLIGATIONS.** Client shall:

4.1 designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Client Contract Manager"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed;

4.2 require that the Client Contract Manager respond promptly to any reasonable requests from Ambassador for instructions, information, or approvals required by Ambassador to provide the Services;

4.3 cooperate with Ambassador in its performance of the Services and provide access to Client's premises, employees, contractors, and equipment as required to enable Ambassador to provide the Services;

4.4 during the term of this Agreement and for a period of 180 days, beginning after the termination of this Agreement, not directly or indirectly, induce the termination of, or solicit, hire, recruit, or attempt to solicit, hire, or recruit, any Ambassador Representative.

4.5 comply with and abide by all federal, state, and local laws, ordinances, regulations, and orders applicable to the operation of its business and the performance of its obligations under this Agreement; and

4.6 take all steps necessary, including obtaining any required certifications, credentials, authorizations, licenses, permits or other consents, to conduct its business related to the performance of its obligations under this Agreement and to prevent Client-caused delays in Ambassador's provision of the Services.

**5. FEES AND EXPENSES.**

5.1 In consideration of the provision of the Services by the Ambassador and the rights granted to Client under this Agreement, Client shall pay the fees set forth in the applicable Work Order ("Fees"). Payment to Ambassador of Fees, the reimbursement of expenses pursuant to this Section 5, and of any Liquidated Damages (if applicable) shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Work Order, Fees will be payable within 30 days of receipt by the Client of an invoice from Ambassador. Ambassador shall issue such invoices on either or both of the 1st or 15th of each month.

5.2 Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Ambassador's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

5.3 Client shall notify Ambassador, in writing, of all disputed invoiced Fees no later than 10 days from Client's receipt of the disputed invoice. If Client fails to notify Ambassador of any such dispute within the 10-day period, Ambassador shall deem all such invoiced Fees as undisputed, and Client may not withhold any payments or make any deductions for such undisputed Fees.

5.4 Except for invoiced payments that the Client has successfully disputed, all late payments of Fees shall bear interest at the lesser of (a) the rate of 2% per month, or (b) the highest rate permissible under Texas law, calculated daily and compounded monthly. Client shall also reimburse Ambassador for all reasonable costs incurred in collecting any late payments, including, without limitation, attorney's fees. In addition to all other remedies available under this Agreement or at law (which Ambassador does not waive by the exercise of any rights hereunder), Ambassador shall be entitled to terminate this Agreement in accordance with Section 6.4 or suspend the provision of any Services if the Client fails to pay any undisputed Fees, including any applicable interest, when due hereunder and such failure continues for 10 days following written notice thereof.

5.5 Ambassador shall calculate the Fees set forth in the applicable Work Order based on the service information provided by Client, including Client's requested or otherwise agreed to frequency, work hours, scope of work, service area, and any increase or reduction of any of the above. If Client seeks to modify the provided service information, Client shall provide notice to Ambassador of such increase or decrease no later than 30 days prior to such change. Ambassador shall revise the Fees proportionately to the specific modifications to the service information and shall issue to Client a new Work Order reflecting such requested modifications. If Client fails to timely notify Ambassador of any modification to the service information in accordance with this Section 5.5, Ambassador may: (a) refuse to reimburse Client for any portion of the Fees overcharge based on prior service information provided by Client; and (b) charge Client Fees for any unbilled, and increase in, provided Services resulting from any such modification on the invoice following Ambassador's discovery of such modification that resulted in an increase in Services.

5.6 Notwithstanding Section 5.5, if the state minimum wage is raised in the state in which the Services are performed, Ambassador may raise the Fees in the then applicable Work Order in proportion to the raised wages to account for the increased labor costs, including any associated taxes and additional costs.

5.7 The Fees identified in the applicable Work Order include expenses for the supplies, materials, and equipment necessary for Ambassador to provide the Services. Ambassador shall remain the sole owner of any and all supplies, materials, and equipment used to provide the Services. Client shall be responsible for providing secure storage space for such supplies, materials, and equipment on the premises to be serviced. If Services are terminated pursuant to this Agreement, Ambassador shall reimburse Client the portion of the Fees paid for any unused supplies and materials and will remove any such unused supplies and materials on the final day Services are provided. Notwithstanding the above, Client may elect to purchase any unused supplies or materials from Ambassador by paying the current price of such supplies or materials at the time of termination.

5.8 Client acknowledges that, by default, client will be charged an additional amount equal to two times the regular daily billing rate for Services performed on any of the following holidays: (a) Thanksgiving; (b) Christmas Day; (c) New Year's Day; (d) Memorial Day; (e) Independence Day; or (f) Labor Day. Ambassador shall perform

scheduled Services on the above holidays, unless Client provides to Ambassador a written "no service" request no later than one week prior to the specific holiday.

5.9 At the beginning of any Renewal Term (as defined in Section 6.1, Client shall pay to Ambassador an additional amount up to 2.5% of the total Fees of the Work Order(s) in effect in the immediately prior to such renewal.

## 6. TERM, TERMINATION, AND SURVIVAL.

6.1 This Agreement shall commence as off the Effective Date and shall continue thereafter for a period of one year (the "Initial Term"), unless terminated sooner pursuant to Section 6.2, Section 6.3, or Section 6.4. Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional one-year term, unless either Party provides a written notice of nonrenewal at least 60 days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless terminated sooner pursuant to Section 6.2, Section 6.3, or Section 6.4. If the Term is renewed for any Renewal Term pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any modifications in the Fees payable hereunder by Client during the applicable Renewal Term as set forth in Section 5. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term. Termination of this Agreement shall result in termination of any Work Orders issued under this Agreement.

6.2 Client may terminate any or all Work Orders at any time, if Client provides a notice of termination to Ambassador no later than 60 days prior to the proposed termination date.

6.3 Either Party may terminate this Agreement or any or all Work Orders, notwithstanding anything to the contrary in Section 6.2 or 6.4, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party fails to cure such breach within 30 days after receipt of written notice of such breach; provide that such notice specifies in reasonable detail the alleged breach;
- (b) becomes insolvent or admits its inability to pay its debts generally as they become due;
- (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 10 days or is not dismissed or vacated within 45 days after filing;
- (d) is dissolved or liquidated or takes any corporate action for such purpose;
- (e) makes a general assignment for the benefit of creditors;
- (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.4 Notwithstanding anything to the contrary in Section 6.3, Ambassador may terminate this Agreement or any or all Work Orders (a) if Ambassador provides a notice of termination to Client no later than 60 days prior to the proposed termination date, or (b) effective upon written notice to Client, if Client fails to pay any Fees, interest, or any other owed amounts when due under this Agreement.

6.5 Client acknowledges that, to receive more favorable pricing, it has elected to enter into this Agreement which requires a commitment to retain Ambassador for the provision of Services as specified in the Work Order(s) for the duration of the term(s) stated therein. Accordingly, if (a) Client terminates a Work Order pursuant to Section 6.2, (b) Client reduces the Services under a Work Order prior to the completion of the term of such Work Order, resulting in a reduction of 20% or more of the total Fees that would have been paid for the remainder of the term thereof, or (c) if Ambassador terminates any Work Order pursuant to Section 6.3 or 6.4, then, in addition to any outstanding Fees owed at such termination, Client shall pay Ambassador an amount equal to the sum of (x) the Fees that would have been paid for the remainder of the term of the terminated Work Order, and (y) the value of any Specials and Discounts specified in such Work Order, whether or not any additional or supplemental services, specials, or discounts were actually performed or applied by Ambassador prior to termination (each of (x) and (y) and collectively, the "Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation, and not a penalty. The Parties acknowledge and agree that Ambassador's harm caused by a premature termination would be impossible or very difficult to accurately estimate as of the Effective Date and the effective date of the applicable Work Order(s), and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such termination. The Client's payment of the Liquidated Damages is the Client's sole liability and entire obligation and Ambassador's exclusive remedy for Client's termination of any Work Order pursuant to Section 6.2, or Ambassador's termination of any Work Order pursuant to Section 6.3 or 6.4.

6.6 Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

7.1 Ambassador warrants that it shall perform the Services:

- (a) in accordance with the terms and subject to the conditions set forth in the respective Work Order and this Agreement;
- (b) using personnel of commercially reasonable skill, experience, and qualifications.
- (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services, including applicable federal and state OSHA regulations and guidelines, governing the use of cleaning or disposal materials used.

7.2 Ambassador's sole and exclusive liability, and Client's sole and exclusive remedy, for breach of the warranties in Section 7.1 shall be as follows:

- (a) Client shall provide to Ambassador written notice of, and specifying in reasonable detail, the alleged breach, and Ambassador shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Ambassador cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving a subsequent written notice of termination to Ambassador no later than 60 days prior to the proposed termination date.
- (b) If the Agreement is terminated pursuant to Section 7.2(a) above, Ambassador shall, within 30 days after the effective date of termination, refund to Client any Fees paid by the Client for the Services provided by Ambassador between the date of the notice of the alleged breach and the effective date of termination, less a deduction equal to the Fees for Services provided by Ambassador up to and including the date of termination that are unrelated to the breach, or otherwise not specified in the notice of breach.
- (c) The foregoing remedy shall not be available unless Client provides written notice of such breach within 30 days after performance of the specific Services to Client alleged to be in breach.

7.3 AMBASSADOR MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 7.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

## 8. LIMITATION OF LIABILITY.

8.1 IN NO EVENT SHALL AMBASSADOR BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT AMBASSADOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL AMBASSADOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF:

- (a) TWO TIMES THE AGGREGATE FEES PAID OR PAYABLE TO AMBASSADOR PURSUANT TO THIS AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR
- (b) SIX TIMES THE FEES OF THE SINGLE GREATEST MONTHLY INVOICE ISSUED BY AMBASSADOR TO CLIENT IN PURSUANT TO THIS AGREEMENT.

9. INSURANCE. During the term of this Agreement, Ambassador shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes commercial general liability in a sum no less than \$2,000,000.00 for personal injury, death, or property damage (combined) arising out of any one occurrence or in the aggregate during any one policy year.

10. INTERRUPTION OF MAJOR UTILITIES. Notwithstanding anything to the contrary in this Agreement, if any major utility, including, but not limited to, air conditioning, heating, electricity, or water, are inoperable, inaccessible, or otherwise interrupted at the location to be serviced by Ambassador under the applicable Work Order, Client shall provide to Ambassador immediate notice thereof. Upon receipt of such notice, Ambassador may elect, in its sole discretion, to not provide Services if any such utility is inoperable, inaccessible, otherwise interrupted, or if such inoperability, inaccessibility, or interruption makes providing the Services too costly or impossible (collectively, an "Interruption"). If any such utility Interruption continues for a period longer than seven consecutive days, Ambassador shall reimburse Client the portion of the Fees for Services paid for by Client but not performed by Ambassador as a result of such Interruption, such period beginning on the eighth day and continuing until the removal of the Interruption.

**11. LOCATION INACCESSIBILITY.** Notwithstanding anything to the contrary in this Agreement, if the location to be serviced by Ambassador under the applicable Work Order is inaccessible, Client shall provide to Ambassador immediate notice thereof. Upon receipt of such notice, Ambassador may elect to not provide Services (a) while the location remains inaccessible, or (b) if such inaccessibility makes providing the Services too costly or impossible. If Client provides timely notice, and any such inaccessibility continues for a period longer than seven consecutive days, Ambassador shall reimburse Client the portion of the Fees for Services paid for by Client but not performed by Ambassador as a result of the inaccessibility, such period beginning on the eighth day and continuing until the removal of the cause of inaccessibility. If Client fails to provide timely notice, Ambassador shall invoice, and Client shall pay, Fees for the Services that would have been performed by Ambassador absent the inaccessibility, even if such Services were not actually performed by Ambassador.

**12. CHANGE IN MANAGEMENT OR OWNERSHIP.** Client shall provide to Ambassador notice of any change in management or ownership of the location to be serviced by Ambassador under the applicable Work Order no later than 60 days prior to such change. If any such change is to occur in less than 60 days, Client shall provide to Ambassador immediate notice of the change. If a change in management or ownership occurs, and the new manager or owner seeks to engage Ambassador for continued Services for the location, Client shall provide to Ambassador a notice of the manager's or owner's intent to engage Ambassador no later than 30 days prior to the change in management or ownership. If Client fails to provide a notice required under this Section 12, Client shall pay an amount equal to the combined average of two-month's Fees of Services under all active Work Orders. Client hereby acknowledges and agrees that the notice obligations under this Section 12 are applicable whether or not Client has actual knowledge of a change in management or ownership.

**13. AMBASSADOR-PROVIDED HOURLY ASSOCIATES.**

**13.1 Overtime.** Client hereby pre-approves and allows each Ambassador-provided hourly associate to perform Services exceeding 40 hours per week ("Overtime") for the total amount of hours per week indicated in the applicable Work Order. If no total amount of hours is specified therein, Client hereby pre-approves and allows the provided hourly associates to perform Overtime Services in an amount not to exceed five hours per month per each hourly associate. Notwithstanding the above, Ambassador shall request Client's written consent to allow each provided hourly associate to perform Overtime Services in any amount exceeding the pre-approved amount. Ambassador shall charge, and Client shall pay, an amount equal to 1.5 times the hourly rates detailed in the applicable Work Order for any provided Overtime Services by hourly associates.

**13.2 Breaks.** Notwithstanding anything to the contrary in this Agreement, for each six-hour shift, Client shall provide two 15-minute breaks and a 30-minute lunch break to each provided hourly associate working such shift.

**14. AMBASSADOR-PROVIDED PERSONNEL.**

**14.1 Supervision.** Ambassador shall be solely responsible for the direction and supervision of all Ambassador-provided associates (including hourly associates). Notwithstanding the above, Client acknowledges and agrees that (a) Client's direction and supervision may impact the health and welfare of any such associates; and (b) Client is responsible for ensuring such associates are compliant with any health and safety standards required by the Occupational Safety and Health Act ("OSHA") and any other local, state, or federal safety laws while performing the Services under Client's direction and supervision.

**14.2 Restricted Activities.** Unless Client obtains Ambassador's written consent, Client shall not require any Ambassador-provided associates (including hourly associates) to (a) climb or perform any work on a ladder that is over seven feet high; (b) be exposed to any hazardous materials or chemicals; (c) operate any equipment or perform any acts requiring personal protective equipment; or (d) perform any other tasks that may expose such associates to a greater health or safety risk beyond the associates' typical performance of the Services. If Ambassador consents to Client's request for such associates to perform any of the above restricted activities, Ambassador shall provide any necessary training or equipment at Client's expense.

**14.3 No Guaranty; Productivity; Replacement.** Ambassador makes no guarantee of the production rate of any associates provided to Client for performance of the Services. If Client determines that a provided associate is unproductive, Client shall, immediately upon making such determination, send a notice to Ambassador, stating in reasonable detail the reasoning for the determination. Ambassador shall direct the provided associate to address and improve their productivity. If such associate fails to improve productivity to meet Client's reasonable standards, Client may request Ambassador to replace such associate. Ambassador shall cooperate with Client and Client's supervisory staff to provide replacement associates when requested under this Section 14.3.

**14.4 Indemnification.** Client shall indemnify, hold harmless, and defend Ambassador, Ambassador's Representatives, and Ambassador's successors and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities,

deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kinds, including professional fees and attorney's fees, that are incurred by Indemnified Party in a judgment or administrative proceeding arising out of any third-party claim alleging a violation of OSHA or any federal, state, or local laws, ordinances, regulations, or orders; negligence; or any higher standard of culpability resulting from the work performed by Ambassador-provided associates under Section 14.2, even if Ambassador provided the necessary consent thereunder.

**15. GENERAL PROVISIONS.**

**15.1 Choice of Law.** This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

**15.2 Forum; Venue.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Southern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Harris County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Southern District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Harris County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**15.3 Waiver of jury trial.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**15.4 Attorney's Fee.** If any Party institutes any legal suit, action, or proceeding against the other Party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement), including, but not limited to, contract, equity, tort, fraud, and statutory claims, the prevailing Party in the suit, action, or proceeding is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting the suit, action, or proceeding, reasonable attorney's fees and expenses, and court costs, even if not recoverable by law.

**15.5 Force Majeure.**

(a) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make any payments hereunder), when and to the extent such failure or delay is caused by or results from events outside of the impacted Party's ("Impacted Party") reasonable control ("Force Majeure Events"), including but not limited to: (i) acts of God; (ii) flood, hurricane, fire, earthquake, snow or ice making it unsafe to drive, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) pandemic, (ix) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (x) shortage of adequate power or transportation facilities (subject to Section 10 and Section 11).

(b) The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. If the Force Majeure Event continues for a period of seven consecutive days, Ambassador shall abate the Fees in the applicable Work Order and reimburse Client, either directly or via a discount on the following invoice, for Fees paid during the period that Ambassador is unable to perform the Services, such period beginning on the eighth day and continuing until the removal of the cause for failure or delay. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**15.6 Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email if sent during normal business

hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set out on the applicable Work Order (or to such other address that may be designated by a Party from time to time in accordance with this Section 15.6).

15.7 Assignment. Client may assign or otherwise transfer this Agreement if:

(a) such assignment or transfer is for the purpose of an acquisition, merger, or reorganization; and

(b) Client provides to Ambassador notice of such assignment or transfer no later than seven days following Client's execution of a contract or memorandum of understanding to sell substantially all of the Client's assets, to merge, or to be acquired through any other means.

Any purported assignment or transfer in violation of this Section 15.7 shall be null and void. If Client elects to not assign or transfer this Agreement during an acquisition, merger, or reorganization, Client shall pay to Ambassador, as liquidated damages, a one-time buyout fee equal to two times the average monthly Fees of the Services provided to Client in the preceding three-month period. Ambassador may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Ambassador's assets without Client's consent.

15.8 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

15.9 No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.10 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise,

employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.11 Amendments. No amendment to or modification of or rescission, termination (except for a termination under Section 6.3 or Section 6.4), or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by an authorized representative of each Party.

15.12 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 15.6, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.14 Entire Agreement. This Agreement, including and together with any related Work Orders, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter, including, without limitation, any prior executed Master Services Agreements between the Parties. If there is any conflict between the terms and provisions of this Agreement and those of any Work Order, then the terms of this Agreement shall control unless expressly set forth otherwise in the applicable Work Order.

Ambassador agrees to the terms of this Agreement. Accordingly, intending to be legally bound, Client has caused this Agreement to be executed by its authorized representative, the Parties have caused this Agreement to be executed as of the Effective Date as evidenced by their execution of the initial Work Order between the Parties.

Signature \_\_\_\_\_  
 Representative name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 Date \_\_\_\_\_



Ambassador Services LLC  
 11710 North fwy. Ste 200  
 Houston, TX 77060  
 www.AmbassadorUSA.com

**SERVICE WORK ORDER**

Wharton County Junior College

07/11/2023

**Service Address** 911 E Boling Hwy

**Contract manager** \_\_\_\_\_

Wharton TX 77488

**Phone** \_\_\_\_\_

**Billing email address** \_\_\_\_\_

**Email** \_\_\_\_\_

**Work Order / Job ID** \_\_\_\_\_

**Term** 09/01/2023 08/31/2025

Service description	Rate	Rate type
Janitorial Fort Bend	\$6,918.07	Monthly

Start date: 09/01/2023 Service Frequency: 5 Per Week Days of service:  M  T  W  T  F  S  S

Service description	Rate	Rate type
Janitorial Bay City	\$2,533.74	Monthly

Start date: 09/01/2023 Service Frequency: \_\_\_\_\_ Days of service:  M  T  W  T  F  S  S

Service description	Rate	Rate type
Janitorial BC Tenaris Training Center	\$1,340.60	Monthly

Start date: 09/01/2023 Service Frequency: 5 Per Week Days of service:  M  T  W  T  F  S  S

Service description	Rate	Rate type

Start date: \_\_\_\_\_ Service Frequency: \_\_\_\_\_ Days of service:  M  T  W  T  F  S  S

Specials and Discounts	Value
Description	
Description	

**Additional Terms and Conditions**

**1. Master Services Agreement.** The rights and obligations of Client and Ambassador under this work order form ("Work Order") are subject to and governed by the Ambassador Master Services Agreement, as modified by any written addenda referencing this Work Order and attached hereto, which are incorporated herein by this reference (the "MSA"). The "Agreement" shall mean this Work Order and the attached MSA. Capitalized terms not otherwise defined in this Work Order shall have the same meaning given to them in the MSA. In the event of any conflict between the terms contained in this Work Order and the MSA, then the MSA shall prevail, except if this Work Order specifically references the provision of the MSA and expressly indicates that the terms hereof shall govern. In signing this Work Order, Client (i) agrees to comply with the MSA and to complete the payments in full for the Term as set forth therein, and (ii) expressly acknowledges and agrees that the terms of the MSA attached hereto shall govern and apply to all of Client's previously purchased Services still active as of the date of this Work Order, and that any agreement or arrangement previously entered into by the Parties in connection with the purchase such Services shall hereby be amended to give effect to the terms of such MSA.

**2. Term, (If other than one-time service is selected).** The Term starts on the date set forth above and continues for the number of months set forth above. The Term renews automatically for successive periods for the same number of month set forth above, unless Client provides written notice of Non-Renewal to Ambassador on or before the day that is 60 days before the last day of the Term and pursuant to Section 13.6 of the MSA. Please read this Work Order and the MSA before signing this Agreement. By signing below, Client represents and warrants that it has read the terms of the Agreement, including this Work Order, it understands them, and it agrees to be bound by them. By signing below, Client warrants and represents that the person signing has full authority to accept the Agreement and the terms of this Work Order.

Signature \_\_\_\_\_  
 Representative name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 Date \_\_\_\_\_