

Table of Contents

Introduction and Purpose	3
Objectives	3
Intent	3
Scope of Services	3
Core Services	4
Specific Service Details	4
Service Levels and Standards	4
Exclusions	4
Emergency and Additional Services	5
Term and Termination	5
Initial Term and Renewal	5
Termination Rights	5
Payment Terms and Pricing	6
Invoicing and Payment Schedule	6
Late Payment	6
Pricing Schedule	6
Roles and Responsibilities	6
Facility Manager Responsibilities	7
Client Responsibilities	7
Communication and Dispute Resolution	7
Compliance and Regulatory Requirements	7
Regulatory Compliance	8
Safety and Environmental Standards	8
Permits and Certifications	8
Monitoring and Reporting	8
Insurance and Liability	9
Insurance Coverage Details	9
Liability	9
Indemnification	9
Confidentiality and Data Protection	10
Confidentiality Obligations	10
Data Protection Compliance	10
Return or Destruction of Data	10



Performance Monitoring and Reporting	11
Key Performance Indicators (KPIs)	11
Reporting Frequency and Format	11
Performance Evaluation and Consequences	11
Force Majeure	12
Definition	12
Effect of Force Majeure	12
Notice	12
Dispute Resolution	13
Informal Resolution	13
Mediation	13
Arbitration	13
Miscellaneous Provisions	13
Governing Law	14
Amendment	14
Assignment	14
Notices	14
Signatures and Execution	14
Execution	14
About Us (Reusable Block)	15
About Docupal Demo, LLC	15
Experience and Expertise	16
Certifications	16
Our Difference	16



Introduction and Purpose

This Facility Management Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with its principal address at 23 Main St, Anytown, CA 90210 ("Provider"), and Acme Inc. (ACME-1), a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Objectives

The primary objective of this Agreement is to define the terms and conditions under which Provider will furnish facility management services to Client. This includes outlining the scope of services, clarifying payment terms, and delineating the responsibilities of both Provider and Client.

Intent

This Agreement sets forth a clear understanding between Provider and Client regarding the provision of facility management services. It is the intent of both parties to foster a cooperative and productive working relationship. This will ensure the effective management and maintenance of Client's facilities. The agreement also addresses important legal considerations. These include compliance, insurance, dispute resolution, termination conditions, and confidentiality obligations.

Scope of Services

DocuPal Demo, LLC will provide comprehensive facility management services to ACME-1 at the property located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. These services are designed to ensure the efficient and effective operation, maintenance, and security of the facility.

Core Services

Our core services include, but are not limited to:



- **Maintenance:** We will perform routine inspections, preventative maintenance, and necessary repairs to maintain the facility's infrastructure, equipment, and systems in good working order.
- **Operations:** We will manage day-to-day facility operations, including utilities management, waste disposal, and vendor coordination.
- **Security:** We will provide security services to protect the facility, its occupants, and assets. This includes monitoring, access control, and security personnel as needed.
- **Cleaning:** We will provide regular cleaning services to maintain a clean and healthy environment for facility occupants.

Specific Service Details

- **Maintenance:** Includes HVAC system maintenance, plumbing repairs, electrical system maintenance, and general building repairs.
- **Operations:** Encompasses management of service contracts (e.g., landscaping, pest control), energy management, and compliance with environmental regulations.
- **Security:** Entails security patrols, alarm system monitoring, and coordination with local law enforcement.
- **Cleaning:** Covers janitorial services, floor maintenance, window cleaning, and restroom sanitation.

Service Levels and Standards

All services will be performed according to the service levels and standards outlined in **Schedule A**, which details specific performance metrics and response times.

Exclusions

Major renovations or capital improvements are specifically excluded from the scope of these services. These types of projects will require a separate agreement and will be billed separately.

Emergency and Additional Services

In the event of an emergency, DocuPal Demo, LLC will follow the established emergency response plan to address the situation promptly and effectively. Any additional services requested by ACME-1 that are outside the scope of this



agreement will require written approval and will be billed separately at rates to be agreed upon in writing prior to the commencement of such additional services.

Term and Termination

Initial Term and Renewal

This Agreement will begin on August 9, 2025, and will continue for an initial term of three (3) years. After the initial term, this Agreement will automatically renew for additional one (1) year terms. Either party can prevent renewal by providing written notice at least ninety (90) days before the end of the current term.

Termination Rights

Termination for Cause

Either party may terminate this Agreement if the other party materially breaches its obligations. Termination is also permitted if either party becomes insolvent. ACME-1 can terminate if Docupal Demo, LLC fails to perform the facility management services as described in this Agreement.

Termination Notice

The party seeking to terminate must provide ninety (90) days written notice to the other party.

Early Termination

Penalties may apply if either party terminates the agreement before the end of the term. These penalties are described in Section 10.

Payment Terms and Pricing

DocuPal Demo, LLC will provide facility management services to ACME-1 based on a fixed monthly fee. In addition to the fixed fee, ACME-1 may provide performance-based incentives. The specifics of these incentives will be outlined in **Exhibit A**:



Performance Metrics and Incentives.

Invoicing and Payment Schedule

DocuPal Demo, LLC will issue invoices monthly for the fixed fee and any earned performance incentives. ACME-1 will receive invoices within the first week of each month. Payment is due within thirty (30) days of the invoice receipt date.

Late Payment

Payments not received within thirty (30) days of the invoice date will incur a late payment fee. The late payment fee will be calculated at a rate of one and a half percent (1.5%) per month on the outstanding balance.

Pricing Schedule

The fixed monthly fee for the facility management services is detailed below:

Service	Monthly Fee (USD)
Facility Maintenance	\$5,000
Janitorial Services	\$3,000
Security Services	\$4,000
Landscaping	\$1,500
Total Fixed Monthly Fee	\$13,500

Roles and Responsibilities

DocuPal Demo, LLC ("Facility Manager") and Acme, Inc ("Client") both have specific roles and responsibilities under this Facility Management Agreement. These are designed to ensure smooth operation and maintenance of the facilities.

Facility Manager Responsibilities

DocuPal Demo, LLC will manage the day-to-day operations of the facilities. This includes regular maintenance and repairs to keep the facilities in good working order. We will ensure the facilities comply with all applicable laws and regulations.



We will also handle vendor management, overseeing the work of any third-party service providers. We will maintain open communication with the Client regarding facility status and any issues that arise. This includes promptly addressing any concerns or requests from ACME-1.

Client Responsibilities

Acme, Inc will provide the Facility Manager with access to the facilities as needed. This allows DocuPal Demo, LLC to perform its duties effectively. ACME-1 will make timely payments for all services rendered according to the agreed-upon schedule. Acme, Inc will designate a primary point of contact for all facility-related matters. This person will serve as the main liaison between the Client and the Facility Manager. ACME-1 will provide all relevant information about the facilities to the Facility Manager. This includes building plans, equipment manuals, and any known issues or hazards.

Communication and Dispute Resolution

Regular meetings will be held between the Facility Manager and the Client to discuss ongoing operations and address any concerns. Any disputes that arise will be resolved through a defined escalation process. This process will involve escalating the issue to higher levels of management within both organizations if necessary. The goal is to resolve disputes quickly and efficiently to minimize disruption to facility operations.

Compliance and Regulatory Requirements

DocuPal Demo, LLC will ensure that all facility management services provided to ACME-1 comply with all applicable federal, state, and local laws and regulations. This includes, but is not limited to, regulations pertaining to building safety, accessibility, environmental protection, and labor standards.

Regulatory Compliance

DocuPal Demo, LLC is responsible for staying informed about changes in regulations that may affect the facility and its operations. We will implement procedures to ensure ongoing compliance, including regular audits and inspections.



ACME-1 will be promptly notified of any compliance issues that may arise.

Safety and Environmental Standards

We are committed to maintaining a safe and healthy environment for all occupants of the facility. DocuPal Demo, LLC will adhere to all relevant safety regulations, including those related to fire safety, hazardous materials, and workplace safety. We will also implement environmental management practices to minimize the facility's environmental impact, complying with environmental regulations related to waste disposal, emissions, and resource conservation.

Permits and Certifications

DocuPal Demo, LLC will obtain and maintain all necessary permits and certifications required for the operation of the facility and the provision of facility management services. This includes ensuring that all contractors and subcontractors hold the appropriate licenses and certifications for the work they perform. ACME-1 will be provided with copies of all relevant permits and certifications upon request.

Monitoring and Reporting

Compliance will be monitored through regular audits and inspections. DocuPal Demo, LLC will provide ACME-1 with regular reports on compliance activities, including any identified violations and corrective actions taken. These reports will be provided [Specify frequency, e.g., quarterly] and will include documentation of all relevant permits, certifications, and inspection records.

Insurance and Liability

DocuPal Demo, LLC will maintain the following insurance coverage during the term of this Agreement: general liability insurance, workers' compensation insurance, and professional liability insurance. These policies will be maintained with reputable insurance carriers.



Insurance Coverage Details

DocuPal Demo, LLC shall secure and maintain, at its own expense, the following insurance policies with limits not less than those stated below:

- **Commercial General Liability:** \$1,000,000 per occurrence; \$2,000,000 aggregate. This insurance will cover bodily injury, property damage, and personal and advertising injury.
- **Workers' Compensation:** As required by applicable state law. This insurance covers employees' injuries or illnesses sustained during their employment.
- **Professional Liability (Errors & Omissions):** \$1,000,000 per claim; \$2,000,000 aggregate. This insurance covers errors, omissions, or negligent acts in the performance of facility management services.

Acme, Inc. shall be named as an additional insured on the Commercial General Liability policy. Certificates of insurance will be provided to Acme, Inc. as evidence of coverage upon request and annually.

Liability

The allocation of liability between DocuPal Demo, LLC and Acme, Inc. is governed by Section 12 of this Agreement. Each party's liability will be limited as specified therein.

Indemnification

The indemnification obligations of each party are detailed in Section 13 of this Agreement. DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless Acme, Inc., its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent acts or omissions of DocuPal Demo, LLC in connection with the performance of its services under this Agreement. Similarly, Acme, Inc. agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent acts or omissions of Acme, Inc.



Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes all proprietary information and data related to either party's business operations. Both parties will treat this information as strictly confidential.

Confidentiality Obligations

Both Docupal Demo, LLC and ACME-1 will use industry-standard security measures. These measures include encryption and access controls. These measures are to prevent unauthorized access, use, or disclosure of confidential information. Each party will restrict access to confidential information. Access will be limited to employees or agents who need to know the information for the purposes of this Agreement.

Data Protection Compliance

Both parties must comply with all applicable data protection regulations. This includes, but is not limited to, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Each party is responsible for ensuring that its collection, processing, and storage of personal data comply with these regulations. Docupal Demo, LLC will promptly notify ACME-1 of any data breach or security incident that may affect ACME-1's data.

Return or Destruction of Data

Upon termination or expiration of this Agreement, Docupal Demo, LLC will return or destroy all confidential information of ACME-1. This will be done according to ACME-1's instructions. Docupal Demo, LLC will certify in writing that it has complied with this obligation.

Performance Monitoring and Reporting

DocuPal Demo, LLC will monitor its performance in providing facility management services to ACME-1. This monitoring will ensure that services meet the agreed-upon standards and ACME-1's expectations. Key performance indicators (KPIs) will be



tracked to measure performance objectively.

Key Performance Indicators (KPIs)

The following KPIs will be tracked and reported:

- **Uptime:** Percentage of time that facilities and equipment are operational.
- **Response Time:** Time taken to respond to and resolve service requests.
- **Customer Satisfaction Scores:** Ratings from ACME-1 on the quality of services provided.

Reporting Frequency and Format

DocuPal Demo, LLC will provide reports to ACME-1 on a regular basis. The reporting schedule is as follows:

- **Monthly Reports:** These reports will provide a summary of performance against KPIs for the preceding month.
- **Quarterly Reports:** These reports will offer a more in-depth analysis of performance trends over the past quarter, including insights and recommendations for improvement.

Reports will be delivered in a format agreed upon by both parties, such as PDF or an online dashboard.

Performance Evaluation and Consequences

ACME-1 and DocuPal Demo, LLC will review the performance reports. This review will identify areas of success and areas needing improvement. If DocuPal Demo, LLC fails to meet the agreed-upon performance standards, the following consequences may apply:

- **Financial Penalties:** As outlined in the payment terms, failure to meet certain KPIs may result in a reduction in fees.
- **Termination of Agreement:** Consistent poor performance may lead to the termination of this agreement.



Force Majeure

Docupal Demo, LLC will not be liable for any failure to perform its obligations under this Agreement when such failure is due to a Force Majeure Event. ACME-1 will not be liable for failure to perform its obligations when such failure is due to a Force Majeure Event.

Definition

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war, terrorism, or civil unrest
- Government regulations or orders

Effect of Force Majeure

The obligations of the affected party will be suspended to the extent and for the duration that performance is prevented by the Force Majeure Event. The party experiencing the Force Majeure Event will make reasonable efforts to mitigate its effects.

Notice

If a Force Majeure Event occurs, the affected party must promptly notify the other party. Notice must be given as specified in the relevant sections of this Agreement.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will try to resolve any disputes informally first. This involves good-faith negotiations between representatives of both parties.

Informal Resolution

If a dispute arises relating to this Agreement, the parties will first attempt to resolve the matter through good faith negotiation. Each party will designate a representative authorized to resolve the dispute. These representatives will meet



and confer promptly after either party requests such a meeting.

Mediation

If informal negotiations do not resolve the dispute within [Number] days, the parties agree to try mediation. They will jointly appoint a mediator. The mediation will take place in [City, State]. Both parties will share the costs of mediation equally.

Arbitration

Any dispute that cannot be resolved through mediation will be subject to mandatory binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one. The decision of the arbitrator will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will take place in [City, State]. Each party will bear its own legal fees and costs associated with the arbitration. The parties will equally share the fees and expenses of the arbitrator. This arbitration clause applies to any claims, disputes, or other controversies between the parties arising out of or related to this Agreement, including but not limited to, contract claims, tort claims, equitable claims, and statutory claims.

Miscellaneous Provisions

Governing Law

This Facility Management Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Amendment

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Docupal Demo, LLC and ACME-1. No modification or amendment will be effective unless it is in writing and signed by both parties.



Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent shall be void and without effect.

Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered personally, sent by certified mail, return receipt requested, or sent by a recognized overnight courier service to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as either party may designate in writing to the other party.

Signatures and Execution

This Facility Management Agreement shall become effective as of the last date of signature below (the "Effective Date").

Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

To acknowledge their agreement to the terms and conditions outlined herein, the parties have executed this Facility Management Agreement as of the dates written below.

DocuPal Demo, LLC

By: [Name]

Title:

Date: 2025-08-09

Acme, Inc (ACME-1)



By: [Name]

Title:

Date: 2025-08-09

Each party should carefully review the agreement. Then, an authorized representative from each company must sign and date the agreement. These signatures indicate full acceptance of the agreement's terms. The agreement becomes effective on the date of the last signature.

About Us (Reusable Block)

About Docupal Demo, LLC

Docupal Demo, LLC is a leading facility management provider based in the United States. Our headquarters are located at 23 Main St, Anytown, CA 90210. We operate primarily in USD.

Experience and Expertise

We bring over 10 years of experience in the facility management industry to ACME-1. Our proven track record reflects our dedication to providing top-tier service.

Certifications

Docupal Demo, LLC is ISO 9001 certified. This demonstrates our commitment to quality management standards.

Our Difference

Our customer-focused approach sets us apart. We prioritize understanding and meeting the unique needs of each client. We tailor our services to ensure optimal facility performance and client satisfaction.

