

Cleaning Services Contract

This Cleaning Services Contract (the “**Contract**”) is entered into _____ (the “**Effective Date**”), by and between _____, with an address of _____ (the “**Provider**”) and _____, with an address of _____, (the “**Client**”), (collectively the “**Parties.**”).

The Provider agrees to provide the following services for Client subject to the following terms and conditions:

JOB DESCRIPTION. Beginning on [DATE], Provider will provide the following housekeeping/cleaning services (collectively, the "Services"):

1. Empty wastebaskets
2. Replace liners as needed
3. General mopping and cleaning
4. Replenish paper supplies in all rest rooms as needed
5. Mop and vacuum main corridors as needed
6. Wash windows
7. Turn off lights and lock doors when leaving after hours

In addition to the services above, Provider will also deliver any additional housekeeping services as assigned and requested. All housekeeping duties shall be performed without disturbing Client, guests, or other persons or individuals occupying the premises. All Services included in this Contract will be completed at [ADDRESS].

INSPECTION OF WORK. Client retains a general power of inspection of results for the purpose of determining that the contracted work is completed according to the terms and conditions agreed between the parties. This general power includes the right to inspect, the right to stop the work, the right to make suggestions or recommendations as to the details of the work and the right to prescribe alterations or deviations in the work.

PAYMENT. Payment shall be made to Provider in a manner and location as determined by provider. Client agrees to pay in installment payments of \$_____ per [week/ month]. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at ___% per year, or the maximum percentage allowed under applicable laws, whichever is less. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Terrence Mahoney fails to pay for the Services when due, Terrence Mahoney has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

TERM. This Contract will terminate automatically on [DATE].

HOURS OF WORK. The services described herein should be performed [Number of Days] a week with certain tasks requiring more frequency than others. Provider is responsible for establishing a set work schedule. However, the services performed by Provider shall be performed so as to avoid inconvenience to Client, guests or other individuals or persons utilizing the premises.

HIRING, SUPERVISING, AND PAYING ASSISTANTS. Provider may employ and direct such personnel as they require to perform the contracted work as herein indicated and shall secure any or all permits that may be required in order to perform the work herein contemplated. Provider shall exercise full and complete authority over any hired personnel, shall comply with all Worker's Compensation, employer's liability and other federal, state and municipal laws, ordinances, rules, and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholding or other deductions from the compensation paid their personnel as may be required by any federal, state, county, or municipal laws, ordinances, rules, or regulations.

FURNISHING OF EQUIPMENT. Provider shall use their own equipment and materials necessary for performance of this Contract. Provider may purchase and/or lease and/or use any equipment and materials from Client with the consent of Client.

INSURANCE. Provider, at its own cost and expense, shall procure and maintain throughout the term of this Contract a workers' compensation insurance policy for the protection of its employees engaged in work under this Contract.

CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, Provider will return to Provider all records, notes, documentation and other items that were used, created, or controlled by Client during the term of this Contract.

INDEMNIFICATION. Client agrees to indemnify and hold Provider harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Provider that result from the acts or omissions of Provider and/or Provider 's employees, agents, or representatives.

WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider 's community and region, and will provide a standard of care equal to, or superior to, care used by Provider similar to other housekeepers on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be

made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The Contract to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other Contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral Contracts between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of _____.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

Entire Contract. This Contract constitutes the entire Contract between the Parties to its subject matter and supersedes all prior contemporaneous Contracts, representations, and understandings of the Parties. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first written above.

[Provider]

[Client]

By:

Its:

By:

Its:

