

# CLEANING COMPANY CONTRACT

This agreement for cleaning services between \_\_\_\_\_ ("Client") and \_\_\_\_\_ ("Provider") is made and entered into upon the following date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.

Client's property located at \_\_\_\_\_, ("Property") will be cleaned by PROVIDER in accordance with the following terms.

## 1. 1. SCOPE OF SERVICE

PROVIDER will provide to Client the following cleaning services:

Cleaning service includes:

## 2. TERM

PROVIDER will begin cleaning services on \_\_\_\_/\_\_\_\_/\_\_\_\_. PROVIDER will provide cleaning services every \_\_\_\_\_ week(s), for duration of \_\_\_\_\_ month(s). This Contract shall terminate on \_\_\_\_/\_\_\_\_/\_\_\_\_.

## 1. 3. PAYMENT

Payment in the amount of \$\_\_\_\_\_ shall be made to PROVIDER (Weekly/Biweekly/Monthly). Payment is due on the day of each scheduled service, before cleaning can begin/after cleaning is completed. Acceptable methods of payment are cash, check, or credit card.

## 1. 4. PRODUCTS

PROVIDER will use its own products and supplies. Should Client require the use of special or hypoallergenic products, Client must notify PROVIDER before cleaning begins. Client may provide the product. If Client requires PROVIDER to use specialized products an additional fee may be assessed.

## 1. 5. RENEWAL

This Contract shall automatically renew under the terms specified herein for a period equal to the initial period on the expiration of the current term unless either party notifies the other in writing at least fourteen (14) days prior to the expiration of the current term that this Contract shall not be renewed.

## 1. 6. ACCESS REQUIREMENT

Client will provide PROVIDER access to the Property, and to all areas of the Property scheduled to be cleaned as noted under Scope of Service, at the scheduled upon time. Failure to do so allows PROVIDER to treat the failure as a material breach and cancel the contract or to seek legal remedies.

#### **1. 7. CANCELTION POLICY**

In the event Client needs to cancel a scheduled cleaning appointment twenty-four (24) hour notice is required. Notice may be given via phone or email. Should Client fail to give twenty-four (24) hour notice on more than one occasion, Client must pay 30% of the fee for the canceled cleaning.

Canceling more than three (3) consecutive cleanings, or more than 7 total scheduled cleanings, without prior approval of PROVIDER, will be deemed a material breach and allow PROVIDER to cancel the contract or to seek legal remedies.

In the event PROVIDER needs to cancel a scheduled cleaning appointment twenty-four (24) hour notice will be given to Client. If PROVIDER fails to give twenty-four (24) hour notice, Client will receive one (1) free cleaning.

#### **1. 8. TERMINATION OF CONTRACT**

Either party may terminate this contract at any time by supplying a written notice of termination on a specified date to the other party, with at least thirty (30) days prior to the stated date of termination. Should Client terminate this contract prior to the expiration of the term, Client will forfeit any discount received. The difference between the regular price and the discounted price shall be due at the next scheduled cleaning.

#### **1. 9. APPLICABLE LAW AND VENUE**

The terms of this agreement will be governed by the laws of the State of \_\_\_\_\_. The state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, PROVIDER or any services provided by PROVIDER. Each Client consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non conveniens.

#### **1. 10. ASSIGNMENT**

**10.**The rights and obligations created for Client under this agreement may not be assigned to any other party.

#### **1. 11. INDEMNIFICATION**

Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this

Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

**1. 12. FORCE MAJEURE**

**12.** PROVIDER and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of PROVIDER.

**1. 13. SEVERANCE**

**13.** In the event that one or more of the provisions of this agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this agreement, and this agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

**1. 14. 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.

**1. 15. ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

Client:

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Date

Provider

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Date

