

Insert Logo Here

**Insert Your Business Name Here Commercial
Cleaning**

CONTRACTOR AGREEMENT

This Contractor Agreement (Hereinafter "Agreement") is made on this day of **Date,**
Month, Year between

Insert Your Client's Business Name Here

(Hereinafter "Client")

and

Insert Your Business Name Here

(Hereinafter "Contractor")

It is agreed as follows:

ARTICLE ONE – Cleaning Specialist Service

1.1 RETAINER. The Client hereby agrees to retain the Contractor to provide cleaning services as the Client and the Contractor may from time to time agree upon, (the “Services”) and the Contractor hereby agrees to provide such Services to the Client.

(Hereinafter "Services")

a) A copy of the services to be completed will be provided by the Client to the Contractor unless otherwise stated within this agreement. Any modification of the services shall be conducted in writing by both parties. The parties agree that while the Contractor is performing the services this does not create an employee/employer relationship nor does it form a partnership between the parties.

Signature

1.2 TERM OF AGREEMENT

This Agreement shall begin on **Date** and stay in effect until either party gives a full 30 days notice of agreement cancellation. Upon completion of this Agreement the Contractor shall return any property or documentation belonging to the Client and the Client shall return any property or documentation belonging to the Contractor.

a) The Contractor will not be responsible for financial loss, distress, sickness, or death that the Client may incur during or after the period of this agreement. The Client understands all risks that come with this agreement, and understands that they can not hold the Contractor liable for any damages.

1.3 PROVISION OF SERVICES

The services to be provided hereunder to the Client by the Contractor shall be provided by the Contractor or whomever the Contractor retains or delegates the work to. The Contractor shall devote such amount of time to completing the projects undertaken by the Contractor. It is agreed and acknowledged that the Contractor may provide cleaning services to other persons, firms, corporations, organizations, while this agreement remains in force.

1.4 BOARD POLICY AND INSTRUCTIONS.

The Contractor covenants with the Client that he will complete all projects at a proper standard as to quality and timeliness as befits his trade. The Client acknowledges that its policies and instructions may not limit, restrict or remove any power or discretion which might otherwise have been exercised by the Contractor in completing a project.

1.5 COMPENSATION DETAILS AND SCHEDULE

The Client agrees to pay the Contractor a service fee of **Price**, every month. The Client will make payment to the Contractor before the 15th of every month for the completion of all services specified within this Agreement for the previous month. All outstanding balances more than 30 days will be marked overdue and be subject to a 10% late fee penalty on top of stop of service. All outstanding balances more than 60 days will be marked unpaid, subject to a 20% late fee penalty, and sent to a collection agency for reporting to the credit bureaus

1.6 BONUS OR OTHER COMPENSATION

When and if the Contractor provides specialty services to the Client, the Contractor will invoice the Client for the specialty services on a separate invoice from the general cleaning invoice. The Contractor will inform the Client of the total cost for the specialty service, and will require a work order from the Client for it.

Signature

ARTICLE TWO – Covenants

2.1 DELEGATION OF SERVICES The Contractor is at liberty to delegate the performance of the services to anyone the Contractor may choose as long as the Contractor provides security information (Names, Vehicle Make & Models) on who will be in the building to perform the services on a nightly basis.

2.2 WARRANTY OF SERVICES The Contractor warrants that all services shall be completed within the times agreed upon at the outset of the project unless the time for completion of the project is changed or extended by mutual agreement in writing. The Contractor agrees and warrants that all services performed shall be of a professional quality, and the Contractor agrees to rectify any deficiencies immediately upon notification by the Client.

2.3 TENDER FOR BIDS

The Client agrees and warrants to the Contractor that no bids will be solicited or accepted from other cleaning & janitorial companies during the term of this agreement except until 30 days or less remaining on it. The Contractor understands that the Client may decide to change service providers in the future, therefore the Contractor will allow a window of 30 days before agreement expiry so that the Client may look at other cleaning & janitorial companies.

2.4 TOOLS OF THE TRADE

The Contractor is at liberty to supply its own equipment and supplies unless otherwise agreed upon with the Client in writing. The client may ask the Contractor to provide the Client with a 2 different service prices. (1 price including equipment, and 1 price without equipment).

2.5 COMPLETION OF PROJECT The Contractor shall be responsible for the completion of the project.

ARTICLE THREE – Independence of Cleaning Specialist

3.1 HOURS OF SERVICE

The Contractor is free to service the Client such hours as he elects to provided the service is completed between the hours agreed upon at the start of this agreement.

3.2 MANNER OF SERVICE

The Contractor shall control the manner in which the services are performed & completed, and shall be responsible for determining how to do the work, and what resources and time is required whether or not other people shall be retained by the Contractor for the purpose of completing the project.

Signature

ARTICLE FOUR – Termination

4.1 TERMINATION OF AGREEMENT BY CLIENT

The Client may terminate this agreement at any time by giving the Contractor a full 30 days notice of agreement cancellation in writing.

4.2 TERMINATION OF AGREEMENT BY CONTRACTOR The Contractor may terminate this Agreement at any time by giving the Client a full 30 days notice of agreement cancellation in writing.

ARTICLE FIVE – Capacity

5.1 CAPACITY OF CONTRACTOR

It is acknowledged by the parties here to that the Contractor is being retained by the Client in the capacity of Independent Contractor and not as an employee of the Client. The Client and the Contractor acknowledged and agree that this agreement does not create a partnership or joint venture between them.

ARTICLE SIX – General Contract Provisions

6.1 HEADINGS

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

6.2 ENTIRE AGREEMENT

This Agreement between these parties with respect to all of the matters herein and its execution has not been included by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated by reference and form part of the Agreement.

6.3 LEGAL MATTERS

Should any legal action be required to enforce or interpret any part of this Agreement, the winning party shall be entitled to their legal costs. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Signature

6.4 AGREEMENT MODIFICATIONS

Any modification to any section of this Agreement shall be conducted in writing by both parties.

6.5 GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State/Province of **Insert your state/province**, without regard to the jurisdiction in which any action or special proceeding may be instituted.

6.6 COMMUNICATION

Any Communication required between the parties concerning the terms in this Agreement shall be made in writing.

The Client has provided the following as contact information:

Address: _____

Company: _____

Phone: _____ **Email:** _____

The Contractor has provided the following as contact information:

Insert Your Company Information Here

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Client: _____

Contractor: **Your Business Name**

Signature: _____

Signature: _____

**Print
Name:** _____

**Print
Name:** _____

IN WITNESS WHEREOF the parties have duly executed this Commercial Cleaning Contractor Agreement this **Date** day of **Month, Year**

SIGNED,
SEALED AND DELIVERED
in the presence of

Witness