

# CLEANING SERVICES CONTRACT

**I. The Parties.** This Cleaning Services Contract, ("Agreement") made on \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between:

**Client:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of CA, ("Client")

AND

**Cleaner:** *Sterling Commercial Cleaning* with a mailing address of 14766 Dos Palmas Rd., City of Victorville, State of CA, ("Cleaner").

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the hires the Cleaner to work under the terms and conditions hereby agreed upon by the Parties:

**II. Commencement Date.** The term of this Agreement shall commence on Month \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_ ("Commencement Date") and terminate: (check one)

- At-Will with written notification of at least \_\_\_\_\_ days' notice.
- On the date of \_\_\_\_\_, 20\_\_\_\_\_.

**III. Cleaner's Duties.** Cleaner agrees to perform work for the Client on the terms and conditions set forth in this Agreement and agrees to devote all necessary time and attention, within reason, to the performance of the duties as follows: Office/Commercial Cleaning. ("Duties").

Scope of regular duties includes: Cleaning of common surfaces, disinfecting of common surfaces, dusting common surfaces, floor sweeping and cleaning, rug vacuuming, trash can disposal, cleaning glass doors, cleaning glass partitions, cleaning of kitchen and restrooms. (Floor buffing, rug shampooing, 1<sup>st</sup> floor exterior windows, and human biological excrement, vomit, or blood are separate from regular cleaning and are charged separately at different rates on as needed basis. We are not equipped to handle hazardous materials cleanup.)

Cleaner further agrees that in all aspects of their Duties that he/she/they shall comply with the policies, standards, and regulations of the Client and to the best of their ability.

**IV. Payment Amount.** The Client agrees to pay the Cleaner the following compensation for the Duties performed under this Agreement: (**choose one**)

- \$\_\_\_\_\_ / Hour
- \$\_\_\_\_\_ / per Cleaning
- Other: \_\_\_\_\_.

Hereinafter known as the "Payment Amount".

- Cleaning supplies are provided by client at no charge. If client is out of supplies, service provider will provide and use supplies of own choosing and expenses will be added to invoice according to usage accordingly. Or...
- Cleaning supplies are provided by service provider of own choosing and expenses will be added to invoice according to usage accordingly.

**V. Payment Method.** The Payment Amount shall be paid: **(choose one)**

- Daily
- Weekly
- Bi-Weekly
- Monthly
- Per Cleaning
- Other: \_\_\_\_\_.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method shall be referred to as "Compensation". Payment is due upon receipt of invoice with a 5-day grace period for processing payment.

**VI. Inspection of Duties.** Any Compensation shall be subject to the Client inspecting the completed Duties of the Cleaner. If any of the Duties performed by the Cleaner, pursuant to this Agreement, is defective or incomplete, the Client shall have the right to notify the Cleaner, at which time the Cleaner shall promptly correct such work within reasonable time.

**VII. Return of Property.** Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, keys, security access cards, equipment and any other items must be returned by the Cleaner. Failure to do so may result in a delay in any final payment made by the Client.

**VIII. Time is of the Essence.** Cleaner acknowledges that time is of the essence in the performance of all Duties completed.

**IX. Confidentiality.** Cleaner acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid therefore, client and customer lists, and any other data and information related to the Client's business ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Cleaner shall not, during the terms of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Cleaner or any other person, except with the prior written consent of the Client.

- a.) **Return of Documents.** Cleaner acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client that shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Cleaner under this Section, therefore, any monetary damages would be inadequate remedy for such breach. Accordingly, the Cleaner agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
- c.) **No Release.** Cleaner agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

**X. Taxes.** Cleaner shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Cleaner shall pay all applicable sales or use taxes on labor provided and materials furnished or otherwise required by law in connection with the Duties performed.

**XI. Independent Contractor Status.** Cleaner acknowledges that he/she/they are an independent contractor and is not an agent, partner, joint venture, nor employee of the Client. Cleaner shall have no authority to bind or otherwise obligate the Client in any manner nor shall the Cleaner represent to anyone that it has a right to do so. Cleaner further agrees that in the event that the Client suffers any loss or damage as a result of a violation of this provision the Cleaner shall indemnify and hold harmless the Client from any such loss or damage.

**XII. Safety.** Cleaner shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Cleaners, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Duties or the site where it is being performed ("Work Site"). In addition, Cleaner agrees to always act in accordance with the rules and regulations administered by federal law and OSHA. Cleaner shall be solely responsible and liable for any penalties, fines, or fees incurred.

**XIII. Alcohol and Drugs.** Cleaner agrees that the presence of alcohol and drugs are prohibited while performing the Duties and on the Work Site. If the Cleaner, or any of their agents, employees, or sub-Cleaners are determined to be present or with alcohol or drugs in their possession this Agreement shall terminate immediately.

**XIV. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors and assigns of the Parties. Any provision hereof which imposes upon the Cleaner or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Cleaner or Client.

**XV. Default.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

**XVI. No Waiver.** No waiver of any provision of this Agreement shall be deemed, or shall constitute a continuing waiver, no waiver shall be binding unless executed in writing by the Party making the waiver.

**XVII. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of California.

**XVIII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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

**XX. Additional Acknowledgments.** Both Parties acknowledge and agree that: (a) the Parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the Parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the Parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Cleaner's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_