☐

- 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Duties”).

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”.

mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

**I. The Parties**. This Cleaning Services Contract, (“Agreement”) made

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) made by and between:

**Client**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with

a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Client”)

AND

**Cleaner**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a

**CLEANING SERVICES CONTRACT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“Commencement Date”) and terminate: (check one)

with the prior written consent of the Client.

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

any other items must be returned by the Cleaner. Failure to do so may result in a delay

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

- Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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- Daily

☐

- Weekly

☐

- Bi-Weekly

☐

- Monthly

☐

- Per Cleaning

☐

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

Hereinafter known as the “Payment Method”. The Payment Amount and Payment

Method shall be referred to as “Compensation”.

**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, equipment and

expiration hereof and be binding upon the Cleaner or Client.

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

in accordance with the rules and regulations administered by federal law and OSHA.

**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.

independent contractor and is not an agent, partner, joint venture, nor employee of the

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

or equity, to an injunction or other appropriate orders to restrain any such breach,

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

**Client’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

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.

influence; (b) the Parties have carefully read this Agreement and have asked any

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

**Cleaner’s Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

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

affected, impaired, or invalidated.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**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

**XVI. No Waiver**. No waiver of any provision of this Agreement shall be deemed, or shall

**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