**CLEANING SERVICES AGREEMENT**

This Cleaning Services Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [CLIENT] (the “Client”), with each having a place of business at the address indicated on the signature page below. Both the Company and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Company is engaged in the business of offering commercial and residential cleaning services and the Client desires to engage the Company to utilize such services in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **SCOPE OF CLEANING SERVICES.**
	1. *The Cleaning Services.* The Company shall perform the cleaning services (the “Cleaning Services”) in accordance with the following:

Location of Premises: [ADDRESS]

Schedule of Cleaning Services: [SCHEDULE]

Scope of Cleaning Services: [DESCRIBE THE CLEANING SERVICES THAT WILL BE PROVIDED ON THE PREMISES]

* 1. *Specific Client Product Needs.* The Company shall utilize its own standard products unless otherwise requested by the Client within seventy-two (72) hours of any scheduled Clenaing Services. As of the date of this Agreement, the Client has requested the following specific product-relate needs: [ANY SPECIFIC NEEDS – E.G., HYPOALLERGENIC PRODUCTS]
	2. *Access to Premises.* The Client will provide the Company access to the premises, and to all areas of the premises subject to the Cleaning Services, at the scheduled upon time. The Company shall not be liable to the Client for any failure to perform Cleaning Services as a result of the Client’s failure to provide access to the pertinent part of the premises.
1. **FEES.**
	1. *Hourly Rate.* The Client shall pay to the Company a rate of $[HOURLY RATE] per hour for all Cleaning Services completed.
	2. *Invoices.* The Company shall invoice the Client for Cleaning Services [WEEKLY OR MONTHLY] throughout the term for the Cleaning Services. Each invoice shall include a description of the Cleaning Services provided and shall be due and payable seven (7) days from receipt by the Client.
	3. *Non-Payment Penalty.* The Client agrees and acknowledges that any non-payment shall incur a penalty of ten percent (10%) per annum or the highest interest rate allowable by the law of the applicable jurisdiction
2. **TERM; TERMINATION.**
	1. *Term.* This Agreement shall commence as of the date of execution and shall continue thereafter until terminated in accordance with this Agreement.
	2. *Termination.* Either Party may terminate this Agreement with written notice to the other Party for any reason. Except that the Client shall only have the right to cancel any scheduled Cleaning Services with seventy-two (72) hours written notice to the Company.
	3. *Effect of Termination.* Upon termination of this Agreement for any reason, the Client shall immediately pay to the Company any amounts due and payable under this Agreement.
3. **MISCELLANEOUS.**
	1. *Assignment.*No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
	2. *Integration.* This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject and supersedes any prior agreements.
	3. *No Waiver.* No term of this Note may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.
	4. *Governing Law; Venue.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
	5. *Counterparts.*This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
	6. *Force Majeure*. In the event that the Company is unable to perform the Cleaning because of causes beyond the Company’s reasonable control (a “Force Majeure Event”) the Company shall immediately give notice to the Client and shall take reasonable steps to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended until they can resume, or terminated at the election of the Company should such circumstances continue for one (1) month from the date of notice.
	7. *Notices.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

* 1. *Attorney’s Fees.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**EXHIBIT A – SCOPE OF WORK**

[SPECIFICATIONS OF WORK PRODUCT AGREED TO BY THE PARTIES]