

# COMMERCIAL CLEANING SERVICES AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## **PARTIES:**

Service Provider (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Client:**

Business Name / Individual: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **1. SERVICES TO BE PROVIDED:**

Contractor agrees to provide commercial cleaning services (“Services”) at the Client’s premises as described in the attached Schedule A. Services shall be performed in a professional, workmanlike manner, consistent with industry standards.

## **2. TERM AND TERMINATION:**

This Agreement shall commence on the Effective Date and continue until terminated by either party upon at least 30 days’ prior written notice. Either party may terminate this Agreement immediately for cause upon material breach by the other party that remains uncured after 10 days written notice.

## **3. COMPENSATION:**

Client shall pay Contractor the fees set forth in Schedule B attached hereto. Payments are due within 15 days of receipt of invoice. Late payments shall bear interest at 1.5% per month or the maximum permitted by law, whichever is less.

## **4. INDEPENDENT CONTRACTOR STATUS:**

Contractor is engaged as an independent contractor. Nothing contained herein shall be construed to create an employer-employee, partnership, or joint venture relationship between the parties.

## **5. INSURANCE AND LIABILITY:**

Contractor shall maintain at its expense general liability insurance with limits not less than \$1,000,000 per occurrence and workers’ compensation insurance as required by law. Contractor shall provide certificates of insurance upon request. Contractor shall indemnify, defend, and hold harmless Client from and against all claims, damages, and expenses arising from Contractor’s negligence or willful misconduct.

## **6. CONFIDENTIALITY:**

Contractor agrees to keep confidential all proprietary, financial, and personal information obtained during performance of Services and shall not disclose such information to any third party without Client's prior written consent, except as required by law.

**7. COMPLIANCE WITH LAWS:**

Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing the Services, including but not limited to labor laws, health and safety regulations, and environmental laws.

**8. WARRANTIES AND REPRESENTATIONS:**

Contractor represents and warrants that it has the full right and authority to enter into this Agreement and perform the Services. Contractor further warrants that Services will be performed in a professional manner and in accordance with industry standards.

**9. LIMITATION OF LIABILITY:**

Except for Contractor's indemnification obligations or willful misconduct, in no event shall either party be liable to the other for any consequential, incidental, indirect, or punitive damages arising out of or relating to this Agreement, whether in contract, tort, or otherwise.

**10. DISPUTE RESOLUTION:**

Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved by mediation in the jurisdiction where the Client's premises are located. If mediation fails, the parties agree to submit the dispute to binding arbitration under the rules of the American Arbitration Association.

**11. NOTICES:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, certified mail return receipt requested, or by email with confirmation of receipt, to the addresses provided by the parties.

**12. GOVERNING LAW AND VENUE:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**13. ENTIRE AGREEMENT:**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, relating to the subject matter hereof.

**14. AMENDMENTS:**

No modification, amendment, or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

**15. SEVERABILITY:**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

**16. WAIVER:**

No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

**17. ASSIGNMENT:**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that Contractor may assign to an affiliate or in connection with a merger or sale of assets.

**18. COUNTERPARTS AND ELECTRONIC SIGNATURES:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be binding and enforceable as original signatures.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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