**CLEANING SERVICES AGREEMENT**

**Background:**

This Cleaning Service Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

[INSERT COMPANY NAME] located at [INSERT ADDRESS], trading as [ENTER TRADING NAME] (“**Company**”, **“Party**”, “**Parties**”) and

[INSERT NAME] located at [INSERT ADDRESS] (“**Contractor**”, “**Cleaner**”,“**Party**”, “**Parties**”)

The Contractor confirms they have the necessary qualifications, experience, and abilities to provide cleaning services to [ENTER TRADING NAME].

**Services**

1. The Contractor agrees to provide the services and [ENTER TRADING NAME] agrees to purchase the following services highlighted in Schedule 1 of this Agreement.

**Purchase Price**

1. [ENTER TRADING NAME] agrees to pay the Contractor a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Contractor [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
   1. [Credit or debit card];
   2. [Personal Cheque];
   3. [Cashier cheque];
   4. [Cash];
   5. [Money order]; and
   6. [Wire transfer].
2. The Following amounts will be paid:
   1. Amount of $[INSERT AMOUNT] previously paid by [ENTER TRADING NAME];
   2. Down payment of $[INSERT AMOUNT] upon the performance of this Agreement.
   3. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**Right of Inspection**

1. [There is no right to inspection] **OR**

[[ENTER TRADING NAME] shall have the right to examine the final products and shall do so within [INSERT DAYS] of receipt of the final product(s). In the event [ENTER TRADING NAME] discovers any issues, errors, or faults with the Services, [ENTER TRADING NAME] shall notify the Contractor within [INSERT DAYS] of discovering said faults, or after completion of the Services. Failure to notify the Contractor of these faults within this timeframe shall comprise an acceptance of the terms of this Agreement.]

1. In the event the Services do not meet the standards of this Agreement, [ENTER TRADING NAME] may:
   1. [Request one revision of the Services]
   2. [Terminate the Agreement]
2. The above shall be the sole remedy of [ENTER TRADING NAME] and the only obligations on the Contractor in the event any of the Services in this Agreement do not meet [ENTER TRADING NAME]’s standards.

**Security Interest**

1. [ENTER TRADING NAME] grants to the Contractor a security interest for any products resulting from the Services highlighted in this Agreement and Schedule 1, until [ENTER TRADING NAME] has fully paid for the Services.
2. [ENTER TRADING NAME] shall provide the Contractor with any necessary documents the Contractor may request to finalize the Security Interest.

**Equipment**

1. The Contractor will provide at the Contractors own expense, any and all equipment, accessories, chemicals, solvents, cleaning fluids, workwear, and any other necessary supplies to deliver the Services in accordance with this Agreement.

**Capacity**

1. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and [ENTER TRADING NAME] acknowledge that this Agreement does not create a partnership or joint venture and is exclusively a contract for service.

**Return of Property**

1. Upon expiry of this Agreement, the Contractor will return to [ENTER TRADING NAME] any property, document, confidential information, or records which is property of the Company.

**Force Majeure**

1. The Contractor shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Contractors reasonable control.

**Limitation of Liability**

1. The Contractor shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. In no event will the Contractor be liable for any amount exceeding the price paid by [ENTER TRADING NAME] for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [The Contractor will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of [ENTER TRADING NAME]. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [[ENTER TRADING NAME] will need permission in the event they assign a third party. [ENTER TRADING NAME] may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Contractor. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
3. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
4. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
   1. [Court Litigation] [: if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
   2. [Binding Arbitration [INSERT DETAILS]];
   3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
   1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
   2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Schedule 1- Details of Services**

|  |  |  |
| --- | --- | --- |
| **Description of Services** | **Number of projects** | **Price of project ($)** |
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|  |  |  |

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Contractor Signature** |  | **Contractor Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Service Provider Signature** |  | **Service Provider Full Name** |