MORALES CLEANING SERVICES LLC

**Cleaning Services Contract**

This agreement for Cleaning Services between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Client”) and Morales Cleaning Services LLC (“Contractor”) is made and entered into upon the following date: \_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_.

Client’s property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property”) will be cleaned by Contractor in accordance with the following terms.

The above-mentioned parties hereby agree to the following terms:

1. **SCOPE OF SERVICE**

Contractor will provide to Client a cleaning service.

Cleaning service will be described in detail on the invoice.

1. **TERM**

Contractor will begin cleaning services on \_\_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_. Contractor will provide cleaning services every \_\_\_\_\_\_\_\_ week(s), for duration of \_\_\_\_\_\_\_\_\_\_\_\_\_ month(s) or other duration agreed upon by the Contractor and the Client. This contract shall terminate when the service has been completed, by breach of contract or by mutual agreement between the Contractor and the Client.

1. **PAYMENT**

Payment in the amount of (to be determined by the amount on invoice) shall be made to Contractor (Weekly/Biweekly/Monthly). Payment is due on the day of each scheduled service, before cleaning can begin or after cleaning is completed. Acceptable methods of payment are cash or check.

1. **QUALITY CONTROL**

A checklist will be used to document all services provided during the time of service to ensure that all aspects of the contracted invoice are met. Client MUST be there 15 minutes prior to the completion of service to make sure the service was performed to the Client satisfactory. If for any reason a specific service was not performed to the Client satisfactory the Contractor will attempt to reconcile the problem.

**5. PRODUCTS**

Contractor will use its own products and supplies. Should Client require the use of special or hypoallergenic products, Client must notify Contractor before cleaning begins. Client may provide the product. If Client requires Contract to use specialized products an additional fee may be assessed.

**6. RENEWAL**

This Contract shall automatically renew under the terms specified herein for a period equal to the initial period on the expiration of the current term unless either party notifies the other in writing at least fourteen (14) days prior to the expiration of the current term that this Contract shall not be renewed.

**7. ACCESS REQUIREMENT**

Client will provide Contractor access to the Property, and to all areas of the Property scheduled to be cleaned during regular business hours and any additional mutually agreed upon times.. Failure to do so allows Contractor to treat the failure as a material breach and cancel the contract or to seek legal remedies.

**8. CANCELATION POLICY**

In the event Client needs to cancel a scheduled cleaning appointment twenty-four (24) hour notice is required. Notice may be given via phone or email. Should Client fail to give twenty-four (24) hour notice on more than one occasion, Client must pay 30% of the fee for the canceled cleaning.

Canceling more than three (3) consecutive cleanings, or more than 7 total scheduled cleanings, without prior approval of Contractor, will be deemed a material breach and allow Contractor to cancel the contract or to seek legal remedies.

In the event Contractor needs to cancel a scheduled cleaning appointment twenty-four (24) hour notice will be given to Client. If Contractor fails to give twenty-four (24) hour notice, Client will receive one (1) free cleaning.

**9. TERMINATION OF CONTRACT**

Either party may terminate this contract at any time by supplying a written notice of termination on a specified date to the other party, with at least three (3) days prior to the stated date of termination. Should Client terminate this contract prior to the expiration of the term, Client will forfeit any discount received. The difference between the regular price and the discounted price along with any payment for above mentioned services owed by the Client shall be due and payable at the time the agreement is terminated.

**10. APPLICABLE LAW AND VENUE**

The terms of this agreement will be governed by the laws of the State of Michigan. The state and federal courts located in Wayne County will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, Contractor or any services provided by Contractor. Each Client consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non conventions.

**11. ASSIGNEMENT**

The rights and obligations created for Client under this agreement may not be assigned to any other party.

**12. FORCE MAJEURE**

Contractor and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Contractor.

**13. ENTIRE AGREEMENT**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

In witness to their agreement to these terms, the Client and Contactor sign their signatures below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

 Client Name Printed Client Signature Today’s Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

 Contractor Name Printed Contractor Signature Today’s Date