

CLEANING SUBCONTRACTOR AGREEMENT

I. The Parties. This Cleaning Subcontractor Agreement (“Agreement”) made _____, 20____ (“Effective Date”), is made by and between:

Contractor: _____
with a mailing address of _____, City of _____, State
of _____ (“Contractor”)

AND

Subcontractor: _____
with a mailing address of _____, City of _____, State
of _____ (“Subcontractor”).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Contractor hires the Subcontractor 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: (**choose one**)

- At-will with written notification of at least ____ days’ notice.

- On the date of _____, 20____.

III. Subcontractor Duties. Subcontractor agrees to perform work for the Contractor 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”).

Subcontractor further agrees that in all aspects of their Duties that he/she/they shall comply with the policies, standards, and regulations of the Contractor to the best of their ability.

IV. Payment Amount. The Contractor agrees to pay the Subcontractor the following compensation for the Duties performed under this Agreement: (**choose one**)

- \$____ / Hour

- \$____ / per Cleaning

- Other: _____

Hereinafter known as the “Payment Amount”.



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

- Every **day**.
- Every **week**.
- Every **two (2) weeks**.
- Every **month**.
- Every **quarter**.
- Per **cleaning**.
- **Other:** _____.

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 Contractor inspecting the completed Duties of the Subcontractor. If any of the Duties performed by the Subcontractor pursuant to this Agreement are defective or incomplete, the Contractor shall have the right to notify the Subcontractor, at which time the Subcontractor shall promptly correct such work within reasonable time.

VII. Return of Property. Upon the termination of this Agreement, all property provided by the Contractor, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items, must be returned by the Subcontractor. Failure to do so may result in a delay in any final payment made by the Contractor.

VIII. Time is of the Essence. Subcontractor acknowledges that time is of the essence in regard to the performance of all Duties.

IX. Confidentiality. Subcontractor acknowledges and agrees that all financial and accounting records, lists of property owned by Contractor, including amounts paid, therefore, client and customer lists, and any other data and information related to the Contractor's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Contractor and information which is a matter of public record, Subcontractor shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Subcontractor or any other person, except with the prior written consent of the Contractor.

- a.) **Return of Documents.** Subcontractor 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 Contractor



containing Confidential Information shall be the sole and exclusive property of the Contractor and shall be returned to the Contractor upon termination of this Agreement or upon written request of the Contractor.

- b.) **Injunction.** Contractor agrees that it would be difficult to measure damage to the Contractor's business from any breach by the Subcontractor under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Subcontractor agrees that if he/she/they should breach this Section, the Contractor shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Contractor
- c.) **No Release.** Subcontractor agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

X. Taxes. Subcontractor 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, Subcontractor 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. Subcontractor acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Contractor. Subcontractor shall have no authority to bind or otherwise obligate the Contractor in any manner nor shall the Subcontractor represent to anyone that it has a right to do so. Subcontractor further agrees that in the event the Contractor suffers any loss or damage as a result of a violation of this provision, the Subcontractor shall indemnify and hold harmless the Contractor from any such loss or damage.

XII. Safety. Subcontractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-subcontractors, 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, Subcontractor agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Subcontractor shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIII. Alcohol and Drugs. Subcontractor agrees that the presence of alcohol and drugs are prohibited are on the Work Site and while performing their duties. If the Subcontractor or any of their agents, employees, or sub-subcontractors 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 Subcontractor or Contractor an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Subcontractor or Contractor.

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.

XVI. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and 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 affected, impaired, or invalidated.

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

Contractor Signature _____ **Date** _____

Print Name _____

Subcontractor Signature _____ **Date** _____

Print Name _____

