

JANITORIAL CONTRACT

This Janitorial Contract ("Agreement") made on _____ is by and between:

Janitor: _____, with a mailing address of _____ ("Janitor"), and

Client: _____, with a mailing address of _____ ("Client").

The Janitor and the Client are each referred to herein as a "Party" and collectively as the "Parties."

In consideration of the mutual promises and agreements contained herein, the Client hires the Janitor to work under the terms and conditions hereby agreed upon by the Parties:

I. **TERM.** The term of this Agreement shall commence on _____ and terminate: (check one)

- **At-Will:** Written notice of at least _____ days' notice.
- **End Date:** On _____.
- **Other:** _____.

II. **THE SERVICE.** In addition to standard janitorial services, the Janitor agrees to perform the following specific services: _____.

Hereinafter known as the "Service."

Janitor shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities. It is further agreed that any desired changes to the scope of these Services must be approved with the prior written consent of both Parties.

III. **SCHEDULE.** The Janitor is: (check one)

- **Not Required** to adhere to a weekly schedule.
- **Required** to adhere to the following weekly schedule:
 - Monday Start: _____ AM PM End: _____ AM PM
 - Tuesday Start: _____ AM PM End: _____ AM PM
 - Wednesday Start: _____ AM PM End: _____ AM PM

- Thursday Start: _____ AM PM End: _____ AM PM
- Friday Start: _____ AM PM End: _____ AM PM
- Saturday Start: _____ AM PM End: _____ AM PM
- Sunday Start: _____ AM PM End: _____ AM PM

IV. LOCATION OF SERVICES. The Service shall be provided at the following address: _____ (“Premises”).

V. PREMISES AUTHORIZATION. Both Parties agree that: (check one)

- The Janitor, and any of the Janitor's employees, agents, or contractors, shall be authorized to enter the Premises to perform their Services.
- Only those individuals named under this clause shall be authorized to enter the Premises to perform their Services: _____

VI. PAYMENT AMOUNT. The Client agrees to pay the Janitor the following compensation for the Service performed under this Agreement: (check one)

- **Hourly Fee.** \$_____ per hour.
- **A Flat Fee.** A total of \$_____.
- **Other:** _____.

Hereinafter known as the “Payment Amount.”

VII. PAYMENT METHOD. The Client shall pay the Payment Amount: (check one)

- **When Invoiced**
- **Daily**
- **Weekly**
- **Bi-Weekly**
- **Monthly**
- **Other:** _____.

Hereinafter known as the “Payment Method.” The Payment Amount and Payment Method collectively shall be referred to as “Compensation.”

VIII. RETAINER. The Client is: (check one)

- Required to pay a retainer in the amount of \$_____ to the Janitor as an advance on future Services to be provided (“Retainer”). (check one)
 - Retainer is Refundable.
 - Retainer is Non-Refundable.

- Not required to pay a retainer before the Janitor is able to commence work.

IX. EXPENSES. The Janitor shall: (check one)

- Be reimbursed for expenses and costs incurred related to providing the Services under this Agreement. This shall include: (check one)

- All expenses and costs, including but not limited to supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

- The following expenses that are attributable directly to the Services performed under this Agreement: _____

- Not be reimbursed for expenses and costs incurred related to providing the Services under this Agreement. The Janitor shall be responsible for these expenses and costs.

X. LIABILITY INSURANCE. Janitor agrees to bear all responsibility for the actions related to themselves and any and all of Janitor's employees, personnel, agents, or contractors. In addition, the Janitor agrees to obtain or hold comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability during the course of this Agreement.

There shall be: (check one)

- No set minimum amount required for said liability insurance.

- A minimum dollar amount for said liability insurance, which shall be a combined single limit of \$_____.

XI. TERMINATION. Client or Janitor may terminate this Agreement at any time for cause by providing written notice of a material breach of the other Party.

XII. INDEPENDENT CONTRACTOR STATUS. Janitor, pursuant to the Internal Revenue Code, is an independent contractor, and neither the Janitor's employees nor contract personnel are, or shall be deemed, the Client's employees.

XIII. BUSINESS LICENSES, PERMITS, AND CERTIFICATES. Janitor represents and warrants that all employees, agents, and other such personnel, contractors, or associates shall comply with applicable federal, state, and local laws requiring any licenses, permits, and certificates necessary to perform the Services under this Agreement.

- XIV. FEDERAL AND STATE TAXES.** Under this Agreement, the Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Janitor's payments to employees or make payments on behalf of the Janitor. Nor shall Client be responsible for making federal or state unemployment compensation contributions on the Janitor's behalf, nor any tax payments incurred by Janitor related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Janitor is not a corporation, all applicable self-employment taxes. Upon demand, the Janitor shall provide the Client with proof that such payments have been made.
- XV. UNEMPLOYMENT AND WORKERS' COMPENSATION.** Janitor shall be solely responsible for the unemployment compensation payments on behalf of their employees. Janitor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement. Janitor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Janitor hires employees to perform any work under this Agreement, the Janitor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Janitor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.
- XVI. INDEMNIFICATION.** Janitor hereby agrees to indemnify and hold the Client harmless from any loss or liability arising from or related to the performance of the Services under this Agreement.
- XVII. CONFIDENTIALITY.** Janitor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Janitor in order for the Janitor to perform their duties under this Agreement. Janitor acknowledges that disclosure to a third party or misuse of such proprietary or confidential information would irreparably harm the Client. Accordingly, the Janitor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to, the written, printed, graphic, or electronically recorded materials furnished by Client for Janitor to use, any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information, and information belonging to customers and suppliers of the Client about whom the

Janitor gained knowledge as a result of the Janitor's Services to the Client. Upon termination of the Janitor's Services to the Client, or at the Client's request, the Janitor shall deliver to the Client all materials in the Janitor's possession relating to the Client's business. The Janitor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy.

XVIII. NO PARTNERSHIP. This Agreement does not create a partnership relationship between the Client and the Janitor. Unless otherwise directed, the Janitor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XIX. ASSIGNMENT AND DELEGATION. Janitor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as subcontractors. Janitor recognizes that they shall be liable for all work performed by the subcontractors and shall hold the Client harmless of any liability in connection with subcontractors' performed work.

XX. GOVERNING LAW. This Agreement shall be governed by the laws of the State of _____.

XXI. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXII. BREACH WAIVER. Any waiver by the Client of a breach of any section of this Agreement by the Janitor shall not operate or be construed as a waiver of any subsequent breach by the Janitor.

XXIII. ADDITIONAL TERMS AND CONDITIONS.

XXIV. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Janitor.

Janitor's Signature: _____
Print Name: _____

Client's Signature: _____
Print Name: _____