

# **GREEN N CLEEN CLEANING SERVICES CLIENT CONTRACT**

**THIS CLEANING SERVICES AGREEMENT (the  
"Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_,**

**BETWEEN:**

**Client**

---

**(the "Client")**

**Contractor**

**Green N Cleen Services LLC**

**(The "Contractor")**

## **1. BACKGROUND**

- 1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide cleaning services to the Client.**
- 2. The Contractor is agreeable to providing such cleaning services to the Client on the terms and conditions set out in this Agreement.**

**IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree**

as follows:

**1. Services Provided**

**The Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"):**

**A) General Overall (Upper and Lower Levels)**

- . **Vacuum all floors and steps.**
- . **Remove spots on carpets, if possible. (Spots which cannot be removed by normal means shall be reported to the Authority's representative)**
- . **Wash tiled floors, including under sinks**
- . **Empty garbage cans and place bagged garbage outside for waste removal**

**B) Kitchen and Lunchroom Area**

- . **Clean and polish exteriors of stove, refrigerator and microwave oven**
- . **Clean kitchen counters, sink and table tops (cleaning products used must be safe for food preparation areas)**

**C) Washrooms (Upper and Lower Levels)**

- . **Check and spot clean toilet partitions**
- . **Replenish toilet paper, paper towels and liquid soap, including backup**

**supplies in washroom cupboards**

- . **Clean and disinfect toilet seats and bowls, urinals, taps, washbasins, and counters dust and clean dispensers, garbage cans, mirrors and shelves**

**D) Stairwells:**

- . **Clean and polish brass kick plates and hand plates on doors**
- . **Check and spot clean doors, including the glass**

**E) Exterior General**

- . **Check and spot clean doors and windows beside door**
- . **Sweep down spider webs at the visitor entrance and the employee entrances**

**2. The venue for delivery of the Services is:**

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. The time for delivery of the Services is:**

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**4. The Services will also include any other cleaning tasks, which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.**

**5. Term of Agreement**

- . The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.**
- . In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.**
- . This Agreement may be terminated at any time by mutual agreement of the Parties.**
- . Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.**

**6. Performance**

- . The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.**

## **7. Currency**

- Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).**

## **8. Compensation**

- The Contractor will charge the Client for the Services at the rate of \_\_\_\_\_ cent per square foot or an hourly rate of \_\_\_\_\_ (the "Compensation").**
- The Client will be invoiced every month.**
- Invoices submitted by the Contractor to the Client are due within 30 days of receipt.**
- The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.**

## **9. Background Checks**

- Contractor will undertake the necessary due diligence to ensure that all the employees that he/she/it hires to provide services under the terms of this Agreement for the Cooperative shall be trustworthy and have nothing in his or her background which would indicate that the Cooperative would be at risk in having those employees at its Premises performing the services to be provided hereunder.**

## **10. Responsibility**

- . The contractor shall also be held responsible for any damage to buildings or its contents which may occur during the work where such damage may be attributable to the use of equipment or materials of all kinds on the part of his or her employees or for any other type of damage caused by his employees. Damages shall be made good by new materials as required to match the existing work in kind, quality, and workmanship.
- . The contractor shall, when the cleaning of the office is completed, turn off all lights and lock all doors and set the alarm as instructed by the Authority.
- . The contractor shall ensure that no alcoholic beverages or illegal drugs shall be brought on to Authority premises or consumed by her or his employees, at any time during this contract. The use of, or to be under the influence of, alcohol or illegal drugs while on Authority premises shall provide cause for the immediate termination of this contract.

## **11. Confidentiality**

- . Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not

**generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.**

- . The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law.**
- . The Contractor further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Client, without the prior written consent of the Client. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.**

## **12. Return of Property**

- . Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.**

## **13. Capacity/Independent Contractor**

- . In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.**
- . The Client is not required to pay, or make any contributions to, any social security, local, state or**

**federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term.**

- . The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.**

#### **14. Notice**

- . All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:**

**Green N Cleen Services LLC**

**120-34-145<sup>th</sup> Street  
Jamaica, NY, 11436**

**To the Client:**

**2. \_\_\_\_\_  
\_\_\_\_\_**

**Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.**

#### **15. Indemnification**

**Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.**

## **16. Modification of Agreement**

- . Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.**

## **17. Time of the Essence**

- . Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.**

## **18. Assignment**

- . The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.**

## **19. Entire Agreement**

- It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.**

## **20. Guarantee**

- This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.**

## **21. Titles/Headings**

- Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.**

## **22. Liability Insurance Coverage**

- Contractor agrees to obtain and to furnish a Certificate of Liability Insurance for \_\_\_\_\_ (\$\_\_\_\_\_) in general liability insurance issued by a company licensed to write insurance coverage in the State of New York and which is acceptable to the Contractor. The Cooperative shall be named as an additional insured under this policy.**

## **23. Workmen Compensation Coverage**

- Contractor does hereby acknowledge that Contractor [does / does not] (underline the appropriate response) maintain worker's compensation insurance for Contractor or Contractor's employees. Contractor**

**does hereby agree to indemnify and hold the Cooperative harmless from any and all claims, damages, and expenses (including reasonable attorney's fees and litigation expenses) arising out of work-related injuries or other injuries that may be sustained by Contractor or the Contractor's employees while performing work or services under this Agreement.**

#### **24. Governing Law**

- . This Agreement will be governed by and construed in accordance with the laws of the State of New York.**

#### **25. Severability**

- . In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.**

#### **26. Waiver**

- . The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.**

**IN WITNESS WHEREOF the Parties have duly affixed their**

**signatures under hand and seal on this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_. •**

**Green N Cleen Services, LLC**

**By: \_\_\_\_\_**

**Jamel Grant-Stuart, CEO**

**Client:**

**By: \_\_\_\_\_**