

CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 20__ (the "Effective Date") by and between Golden Touch Cleaning Services LLC, a Virginia limited liability company ("Contractor") and _____ ("Client").

WHEREAS, Contractor is in the business of providing cleaning services; and

WHEREAS, Client desires to engage Contractor to provide cleaning services as described herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Contractor and Client as follows:

Term: The term ("Term") of this Agreement commences upon the Effective Date hereof and shall automatically terminate on _____, 20__ (the "Termination Date"). At the end of the Term, the Agreement will (check one)

A. _____ Automatically renew for an additional _____ ☐ months ☐ year(s) and continue under the terms contained in this Agreement unless Client or Contractor, subject to the other termination rights as provided herein, provides notice of its intent to end this Agreement on the termination date at least thirty (30) days prior to the Termination Date.

B. _____ Automatically terminate upon the Termination Date.

Property: The Contractor's services are to be provided at the following address(es):

Scope of Work: The Contractor will perform the following services ("Services"):

1. _____
2. _____
3. _____
4. _____

Schedule: Contractor's Services will be provided in accordance with the following regular scheduled days and times unless rescheduled pursuant to the provisions of this Agreement:

___ Monday ___ Tuesday ___ Wednesday ___ Thursday ___ Friday ___ Saturday ___ Sunday
AM Shift _____ PM Shift _____ Evening Shift _____ Weekend Shift _____.

Contractor Duties Contractor agrees to provide the Services for the Client on the terms and conditions set forth in this Agreement and agrees to devote such time as reasonably necessary, in Contractor's discretion, to the performance of the duties according to the Contractor's standard procedures. If Client has any specific requests, policies, or standards ("Client Standards") for Contractor's Services, such Client Standards must be provided in writing prior to the commencement of any Services and be accepted in writing by the Contractor. Any subsequent amendments to the Client Standards must be consented to in writing by Contractor, which consent may be withheld in Contractor's sole discretion.

Service Cost

Security Deposit: \$ _____. The Security Deposit shall be refunded upon expiration or earlier termination of this Agreement. The Security Deposit shall be retained by the Contractor, however, in the case of a default by the Client under this Agreement.

Payment Amount: The Client agrees to pay "**Golden Touch Cleaning Services LLC**" the following compensation (the "Payment Amount") for the Services performed under this Agreement: **(choose one)**

\$ _____ / Hour

\$ _____ / per Cleaning

\$ _____ / per Month

Other _____

All payments should be sent by either electronic transfer or by check to the Contractor's address at 500 E Main Street, Suite 1600-148, Norfolk, Virginia 23510. Checks shall be deemed paid as of the date of hand delivery or, if sent by first class mail, as of three (3) business days after such payment is deposited with the US Postal Service, provided that such mailed payment is actually received by Contractor.

Payment Date: The Client shall pay the Payment Amount on the ____ day of each month (the "Payment Date") unless otherwise provided as follows:

Late Fee: Client shall be assessed a 7.5% late fee for any Payment Amount invoiced to the Client if payment is not made within ten (10) days of the Payment Date.

Default: If Client fails to pay the Payment Amount within thirty (30) days of the Payment Date, the Client shall be in default of this Agreement. An interest rate of fifteen percent (15%) per year,

calculated on a monthly basis, will be assessed on all unpaid Payment Amounts in default until satisfied. Contractor shall also be entitled to the payment of all costs and fees, including reasonable attorneys fees, incurred in the pursuit of collection of all payments in default under this Agreement.

Rescheduling Notice: If Client wishes to modify the schedule of any Services to be provided under this Agreement, Client must provide at least 72 hours' advanced written notice to Contractor. If Client does not provide timely notice of any requested modified scheduling, a fee of \$100.00 per service cleaner scheduled to service the Property will be applied to clients billing invoice along with regular service charges withheld.

Hardship Termination: If Client is experiencing some hardship that interferes with its ability to continue timely payments of the Payment Amount, Client must give at least 60 days' advanced written notice to Contractor of the nature of the hardship and the requested date of early termination. Contractor may, in its sole discretion, choose to waive its right to the full payment of all Payment Amounts for the entirety of the Term as otherwise required by this Agreement, if the Contractor is satisfied with Client's hardship justification.

Contractor Default: If Contractor breaches any of the terms of this Agreement, Client shall provide Contractor with written notice of the breach with sufficient detail for Contractor to understand and evaluate the nature of the breach, whereupon Contractor will have thirty (30) days to cure such breach. If Contractor fails to cure the breach, Contractor shall be deemed to be in default under this Agreement, and Client shall be entitled to terminate this Agreement immediately without penalty upon Client's provision of written notice of termination to Contractor. Upon such termination notice, Contractor will promptly return Client's Security Deposit.

Client Default: If Client breaches any of the terms of this Agreement, Contractor shall provide Client with written notice of the breach with sufficient detail for Client to understand and evaluate the nature of the breach, whereupon Client will have thirty (30) days to cure such breach. Notwithstanding the foregoing, Contractor shall not be required to provide notice to Client of its failure to provide timely payment of the Payment Amount. If Client fails to cure the breach, Client shall be deemed to be in default under this Agreement, and Contractor shall be entitled to terminate this Agreement immediately without penalty upon Contractor's provision of written notice of termination to Client. If Contractor elects to terminate this Agreement, Contractor shall have the right to accelerate all remaining Payment Amounts for the remainder of the Term. Client shall remain responsible for the payment of all outstanding Payment Amounts plus any applicable Late Fees and default interest as provided for in this Agreement, less the Security Deposit.

Compliance: Contractor shall, at its own expense, be solely responsible for protecting its employees, subcontractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services provided for herein. Notwithstanding the foregoing, Client shall be responsible for any and all injuries or other damages to its employees and subcontractors as a result of Client's gross negligence or intentional misconduct.

Alcohol and Drugs: Contractor agrees that the presence of alcohol and drugs are prohibited while performing the Services and on the Property. If the Contractor, or any of their agents, employees, or subcontractors are determined to be in the possession of alcohol or drugs, such event shall be

an immediate default under this Agreement and shall not be subject to the notice and cure provisions contained herein.

Taxes: Contractor shall pay and be solely responsible for all withholdings, including, but not limited to Social Security, unemployment taxes for the state in which the Property is located ("State"), State and Federal income taxes, and any other obligations. In addition, Contractor shall pay all applicable sales or use taxes on labor provided and materials furnished or otherwise required by law in connection with the Services.

Return of Property: Upon the Termination Date or earlier termination of this Agreement, all personal property and equipment provided by the Client to the Contractor, including, but not limited to cleaning supplies, uniforms, equipment and any other similar items must be returned by the Contractor.

Inspection of Services: If any of the Services performed by the Contractor, pursuant to this Agreement, are defective or incomplete, the Client shall have the right to notify the Contractor of such issues, at which time the Contractor shall promptly correct such work within reasonable time.

Confidentiality: Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid therefore, client and customer lists, and any other data and information related to the Client's business are confidential ("Confidential Information"), except insofar as such information or records are otherwise publicly known or accessible. Therefore, except for disclosures required to be made to advance the business of the Client or as otherwise required by law, Contractor shall not, during or after the Term, disclose any Confidential Information for the benefit of the Contractor or any other person, except with the prior written consent of the Client.

Governing Law: This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia. If any dispute arises regarding the enforcement of the terms of this Agreement, any claims must be filed in the state of federal court with jurisdiction in the City of Norfolk, Virginia.

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.

Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original hereof, but all of which together shall constitute a single agreement. If executed by facsimile or by .pdf e-mail, the parties to this Agreement may rely on a facsimile or .pdf copy as an original.

goldentouch064@gmail.com. Any notice to be provided by the Contractor to the Client shall be provided by hand delivery or first class mail to the Property.

[Signatures on next page.]

**SIGNATURE PAGE
TO
CLEANING SERVICES AGREEMENT**

CONTRACTOR:

GOLDEN TOUCH CLEANING SERVICES LLC

a Virginia limited liability company

By: _____
Name: _____
Title: _____

Date: _____ (mm/dd/yyyy)

CLIENT

If Individual:

Name: _____

Date: _____ (mm/dd/yyyy)

If Organization:

Name of Entity: _____

By: _____
Name: _____
Title: _____

Date: _____ (mm/dd/yyyy)