

# JANITORIAL SUBCONTRACTOR AGREEMENT

This **Janitorial Subcontractor Agreement (the "Agreement")** is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ (the "Effective Date"), by and between [PRIME CONTRACTOR NAME], a [STATE] corporation, with its principal place of business located at \_\_\_\_\_ (the "**Prime Contractor**"), and [SUBCONTRACTOR NAME], a [STATE] corporation, with its principal place of business located at \_\_\_\_\_ (the "**Subcontractor**").

## RECITALS

A. The Prime Contractor has entered into a contract with [CLIENT NAME], located at [ADDRESS] (the "Client"), to provide janitorial services (the "Services") at the Client's facilities located at [ADDRESS] (the "Facilities").

B. The Prime Contractor desires to subcontract a portion of the Services to the Subcontractor, and the Subcontractor desires to perform such Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. SCOPE OF SERVICES

The Prime Contractor hereby subcontracts to the Subcontractor, and the Subcontractor agrees to perform, the following portion of the Services at the Facilities:

Services: \_\_\_\_\_

Services: \_\_\_\_\_

Services: \_\_\_\_\_

Services: \_\_\_\_\_

## **2. TERM**

The term of this Agreement shall commence on the Effective Date and shall continue until the Services are completed or until terminated by either party upon \_\_\_\_\_ days' written notice.

## **3. COMPENSATION**

The Prime Contractor shall pay the Subcontractor [DOLLAR AMOUNT] for the Services performed under this Agreement. The Subcontractor shall invoice the Prime Contractor for such Services on a monthly basis, and payment shall be made within [NUMBER] days of receipt of such invoice.

## **4. INDEPENDENT CONTRACTOR**

The Subcontractor is an independent contractor and is not an employee or agent of the Prime Contractor. The Subcontractor shall be solely responsible for its own employees, including without limitation, the payment of all wages, benefits, taxes, and insurance.

## **5. INSURANCE**

The Subcontractor shall maintain insurance coverage, including general liability insurance, workers' compensation insurance, and automobile liability insurance, with limits of liability and deductibles as required by the Prime Contractor and the Client. The Subcontractor shall provide the Prime Contractor with certificates of insurance evidencing such coverage.

## **6. INDEMNIFICATION**

The Subcontractor shall indemnify, defend, and hold harmless the Prime Contractor and the Client, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Subcontractor's performance of the Services.

## **7. CONFIDENTIALITY**

The Subcontractor shall keep confidential all information related to the Prime Contractor's business and the Client's business, including without limitation, trade secrets, financial information, and customer lists.

## **8. ASSIGNMENT**

The Subcontractor shall not assign this Agreement or subcontract any portion of the Services without the prior written consent of the Prime Contractor.

## **9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

## **10. TERMINATION FOR BREACH**

If either party breaches any provision of this Agreement, the other party may terminate this Agreement upon [NUMBER] days' written notice to the breaching party, unless such breach is cured within such [NUMBER] day period.

## **11. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control, including without limitation, acts of God, natural disasters, war, terrorism, strikes, and government actions.

## **12. WARRANTIES**

The Subcontractor warrants that it has the necessary skills, expertise, and experience to perform the Services in a professional and workmanlike manner. The Subcontractor further warrants that the Services will be performed in accordance with all applicable laws, regulations, and industry standards.

## **13. CONFIDENTIALITY OF CLIENT INFORMATION**

The Subcontractor agrees to maintain the confidentiality of all client information, including but not limited to, client names, addresses, contact information, and other confidential and proprietary information.

## **14. NON-SOLICITATION**

The Subcontractor agrees not to solicit or induce any employee of the Prime Contractor or the Client to leave their employment or engage in any competitive activities with the Prime Contractor or the Client.

## **15. NOTICE**

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, return receipt requested, or by reputable courier service.

## **16. WAIVER**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.

## **17. SURVIVAL**

The provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including without limitation, the provisions relating to confidentiality, indemnification, and governing law, shall survive any such termination or expiration.

## **18. HEADINGS**

The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **19. SIGNATURES**

This Agreement may be executed by electronic signature or in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **20. CONFIDENTIALITY OF PRIME CONTRACTOR INFORMATION**

The Prime Contractor agrees to maintain the confidentiality of all confidential and proprietary information of the Subcontractor, including but not limited to, trade secrets, financial information, and customer lists.

## **21. COMPLIANCE WITH LAWS**

The Subcontractor shall comply with all applicable laws, regulations, and ordinances in connection with its performance of the Services under this Agreement. The Subcontractor shall obtain all necessary licenses and permits required to perform the Services.

## **22. LIMITATION OF LIABILITY**

Except for the Subcontractor's indemnification obligations under this Agreement, neither party shall be liable to the other party for any indirect, incidental, special, or consequential damages, including without limitation, lost profits, whether arising in contract, tort, or otherwise. The total liability of either party to the other party for any claims arising under this Agreement shall not exceed the compensation paid by the Prime Contractor to the Subcontractor for the Services performed hereunder.

## **23. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter of this Agreement.

## **24. AMENDMENTS**

This Agreement may not be amended except in writing signed by both parties.

## **25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Contractor and the Subcontractor have executed this Agreement as of the date first above written.

**Client/Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client/Contractor Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Subcontractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_