

CLEANING SUBCONTRACTOR AGREEMENT

This **Cleaning Subcontractor Agreement ("Agreement")** is made and entered into on _____ 20 ____ (the "**Effective Date**") by and between [Cleaning Company Name] ("**Cleaning Company**"), having a principal place of business at _____, and [Subcontractor Name] ("**Subcontractor**"), having a principal place of business at _____.

WHEREAS, the Cleaning Company provides commercial cleaning services to various clients; and

WHEREAS, the Subcontractor has experience in providing cleaning services and is willing to provide such services to the Cleaning Company.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **SCOPE OF SERVICES.** The Subcontractor shall provide cleaning services to the Cleaning Company for the purpose of fulfilling cleaning contracts entered into by the Cleaning Company with its clients. The services to be provided by the Subcontractor shall be described in a separate statement of work, which shall be attached to this Agreement as Exhibit A.
2. **TERM.** The term of this Agreement shall be for (Enter duration period) _____, commencing on the Effective Date and terminating on MM/DD/YYYY, unless earlier terminated as provided herein.
3. **COMPENSATION.** The Cleaning Company shall pay the Subcontractor (Amount in Dollars) for the services provided in accordance with the terms set forth in Exhibit A. The Subcontractor shall submit invoices to the Cleaning Company for services rendered, and the Cleaning Company shall pay such invoices within _____ days of receipt.
4. **REPRESENTATIONS AND WARRANTIES.** The Subcontractor represents and warrants that it has the necessary expertise, personnel, and equipment to perform the services required under this Agreement. The Subcontractor further represents and warrants that the services provided shall be of the highest quality and in accordance with all applicable laws and regulations.
5. **INDEMNIFICATION.** The Subcontractor shall indemnify and hold harmless the Cleaning Company from any and all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Subcontractor's performance under this Agreement.

6. **CONFIDENTIALITY.** The Subcontractor shall keep confidential all information provided to it by the Cleaning Company in connection with this Agreement, and shall not disclose such information to any third party without the Cleaning Company's prior written consent.
7. **TERMINATION.** Either party may terminate this Agreement at any time upon _____ written notice to the other party. Upon termination of this Agreement, the Subcontractor shall immediately cease providing services to the Cleaning Company.
8. **INSURANCE.** The Subcontractor shall maintain, at its own expense, comprehensive general liability insurance coverage in an amount of no less than [amount] for each occurrence and [amount] in the aggregate. The Subcontractor shall provide proof of such insurance coverage to the Cleaning Company upon request.
9. **NON-SOLICITATION.** The Subcontractor agrees that during the term of this Agreement and for a period of [number] months thereafter, the Subcontractor shall not solicit or attempt to solicit any client of the Cleaning Company for the provision of cleaning services.
10. **NON-COMPETITION.** The Subcontractor agrees that during the term of this Agreement and for a period of [number] months thereafter, the Subcontractor shall not provide cleaning services to any client of the Cleaning Company, whether directly or indirectly, without the prior written consent of the Cleaning Company.
11. **CHANGE ORDERS.** The Cleaning Company may request changes to the services described in Exhibit A by issuing a written change order to the Subcontractor. The Subcontractor shall promptly notify the Cleaning Company of any additional costs or time required to perform the services as a result of the change order. The parties shall negotiate in good faith to agree upon any adjustments to compensation or schedule resulting from such change order.
12. **WARRANTIES.** The Subcontractor warrants that all materials, equipment, and supplies used in the provision of cleaning services shall be of good quality and fit for their intended purpose. The Subcontractor further warrants that it shall perform the services in a professional and workmanlike manner, in accordance with industry standards and all applicable laws and regulations.
13. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement resulting from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or natural disasters.
14. **DISPUTE RESOLUTION.** Any dispute arising out of or in connection with this Agreement shall be resolved through mediation, with the mediator selected by the parties. If the parties are unable to resolve the dispute through mediation, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [city, state], and the decision of the arbitrator shall be final and binding upon the parties.

15. **NOTICES.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered or certified mail, or sent by email or facsimile transmission to the address or email address set forth below:
19. **MODIFICATION.** This Agreement may not be modified or amended except in writing signed by both parties.
20. **HEADINGS.** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
21. **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.
22. **SURVIVAL.** The provisions of this Agreement that by their nature should survive termination of this Agreement shall survive, including but not limited to Sections 5, 6, 7, 9, 11, 12, 13, 17, 18, 19, 20, and 22.
23. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without giving effect to its principles of conflicts of law.
24. **ASSIGNMENT.** The Subcontractor may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Cleaning Company
25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, agreements, or understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client/Contractor Signature: _____ **Date:** _____

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ **Date:** _____

Subcontractor Name: _____

Title: _____