

Janitorial Service Agreement

Company (Janitorial) _____

Address: _____

Effective Date: _____

("Janitor") and _____ located at _____

("Company") hereby agree to enter into this contract on the terms and conditions set forth on _____ and continuing till _____ (duration of contract). In consideration of the premises and the obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. Company accepts Janitor's proposal dated _____ ("Proposal") to provide cleaning services at Company's facilities as described in the proposal, and Janitor agrees to perform the services described in the Proposal as modified by the terms and conditions contained in this agreement.

2. Access Requirements. Janitor shall assign to Company only Janitor employees that have completed, to Company's satisfaction, Company's standard safety training program. Company has the right to refuse access to its facilities to Janitor employees who have not completed such training and shall not be obligated in any manner to Janitor by such refusal.

3. Cost. Company shall pay Janitor for actual time which Janitor employees work at Company at the rate of _____ (\$_____) per hour, pro-rated for any partial hour worked, not to exceed _____ (_____) hours per week.

4. Payment Schedule. Janitor shall bill Company every four (4) weeks from the Effective Date for actual time worked at Company during the previous four (4) week period. Company shall not be obligated to pay any payment due at a time when Janitor is in breach of this Agreement until the breach is remedied to the satisfaction of Company.

5. Renewal. This Agreement shall automatically renew under the terms specified herein for a one (1) year period on the expiration of the current term unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the current term that this Agreement shall not be renewed.

6. Cancellation for Convenience. Either party may terminate this Agreement by sending written notice to the other party thirty (30) days prior to the date on which the Agreement shall terminate.

7. Presence of Hazardous Materials. Janitor acknowledges that Company stores and uses hazardous materials throughout Company's facilities. Janitor assumes the risk of harm to its employees, their property or the property of Janitor resulting from contact with hazardous materials while Janitor's employees or property are on Company's.

8. Compliance with Laws. All services rendered by Janitor and its employees pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted or required by any federal, state, or local government. Janitor shall be entirely and solely responsible for the payment of employee and employer payroll taxes, contributions, and/or assessments, whether pertaining to federal, state, or local requirements, workers' compensation insurance, or

other insurance for Janitor and all of its employees providing the services specified in this Agreement.

9. Insurance. Janitor agrees to maintain insurance in commercially reasonable amounts calculated to protect Company and Janitor from any and all claims of any kind or nature for worker's compensation, as required by the state where this contract is performed, and for damage to property or personal injury, including death, arising from acts or omissions of Janitor in performing its duties under this agreement, whether the acts or omissions are those of Janitor, its employees, or agents, or anyone directly or indirectly engaged or employed by Janitor or its agents.

10. Independent Contractor Status. The parties intend this Agreement to create an independent contractor relationship. Neither Janitor nor its employees or agents are to be considered agents or employees of Company for any purpose, including that of federal and state taxation, federal, state, and local employment laws, or employee benefits. Janitor, not Company, shall furnish all labor, tools, equipment, vehicles, licenses, and registrations necessary to perform the services.

11. Assignment/Sub-Contracting. Janitor shall not assign its rights, delegate its duties, or subcontract any part of its obligations under this Agreement without prior written consent of Company.

12. Conflicts between Agreements. The terms of this Agreement shall control over any conflicting terms in the Proposal or any referenced agreement or document.

13. Indemnification. Janitor shall indemnify, defend and hold Company, its parent company, subsidiaries, officers and employees harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all

losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees to the extent permitted by law, accounting fees and investigation costs) alleged or incurred by third Parties arising out of or relating to any operations, acts or omissions of Janitor or any of its employees or agents in the exercise of Janitor's rights or the performance or observance of Janitor's obligations under this Agreement.

14. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

15. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement or the application of such provisions to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

16. Entire Agreement. This Agreement, consisting of the Proposal and this document, constitutes the entire agreement with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements concerning such services.

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

Janitor Company _____

a _____ corporation

By: _____

Name: _____

Its: _____

a _____ corporation

By: _____

Name: _____

Its: _____