

Instructions & Checklist

House Cleaning Services Agreement

This package contains:

- (1) Instructions and Checklist;
- (2) Information about the House Cleaning Services Agreement; and
- (3) The House Cleaning Services Agreement (the “Agreement”)

Both the owner and contractor must sign the Agreement. Because both parties will want to keep an original copy, two originals should be signed.

This Agreement should be signed at the beginning of the term of service.

This Agreement should not be used if the contractor is considered an employee of the owner.

You can erase the italicized statements on the Agreement; these are just instructions to help you complete it.

Laws vary from time to time and from state to state. This form is not intended to be and is not a substitute for legal advice. This form should only be a starting point for you and should not be used or signed before first consulting with an attorney to ensure that it addresses your particular situation. An attorney should be consulted before negotiating any document with another party.

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Information

House Cleaning Services Agreement

A House Cleaning Services Agreement is an agreement between a contractor/housekeeper, who will provide house cleaning services to a property/business owner. This type of service agreement is helpful because it provides the terms and conditions of the arrangement. Is the agreement for a fixed term or ongoing? How much will the contractor get paid? How will the arrangement end? What will the housekeeper be responsible for? These are all questions that will be answered in the agreement. In addition, the agreement will reaffirm that an employer/employee relationship is not created.

The following House Cleaning Services Agreement can be used for a one-time project or for on-going services. In a few cases, you will need to choose the provision that applies to your situation.

If you like, you can erase the italicized statements on the agreement. These are just instructions to help you complete it.

Employment relationships are governed by both federal and state law. Many of the state laws differ dramatically, therefore the owner and the contractor should become familiar with the laws of their specific state and the federal government before entering into this type of arrangement. In addition, before using the form you should always consult with your attorney to ensure that it addresses your specific situation.

HOUSE CLEANING SERVICES AGREEMENT

This House Cleaning Services Agreement (the "Agreement") is dated as of _____, 20____, by and between _____ ("Contractor") and _____ ("Owner") (collectively the "Parties").

The Parties agree as follows:

1. SERVICES: Contractor will perform the house cleaning services described below (the "Services"): *(check all that apply)*

Vacuuming and mopping of floors

Dusting

Window cleaning

Washing dishes

Laundry

Bathroom cleaning

Other: _____

(attach an appendix if you require more space to detail services)

2. TIME OF COMPLETION: *(mark the applicable provision)*

The Services shall be commenced on or before _____, 20__, and shall be substantially completed by _____, 20__. The Services shall be performed between the hours of _____ a.m. and _____ p.m. Time is of the essence. *(more appropriate for one-time service)*

The Services are ongoing, and shall be completed _____ *(e.g. weekly, bi-weekly, daily, etc.)*, commencing on _____, 20__. The Services shall be performed on _____ *[insert day of the week]* between the hours of _____ a.m. and _____ p.m. *(more appropriate for on-going service)*

3. EQUIPMENT: *(mark the applicable provision)*

Owner shall provide the following equipment for Contractor's use when performing the Services: _____

When performing the Services, Contractor will use his/her own equipment.

4. PAYMENT: Mark the applicable provision:

Owner shall pay Contractor for the material and labor to be performed under this Agreement the sum of _____ Dollars (\$_____).
(This is more appropriate for a one-time service)

Owner shall pay Contractor for the material and labor performed under this Agreement the sum of _____ Dollars (\$_____) per _____ . *(e.g. week, month, per session, etc.--this is more appropriate for ongoing services)*

The payment(s) shall be paid in the following manner:

(Here you will need to describe how the payments will be made. Will you make the payments weekly, at the completion of the project, etc.?)

5. OTHER EXPENSES: Owner shall reimburse Contractor for the following expenses only: _____

_(If none, write "none.")

6. GENERAL PROVISIONS:

(a) All work shall be completed in a workmanship like manner, and if applicable, in

compliance with all building codes and other applicable laws.

(b) To the extent required by law all work shall be performed by individuals duly licenses and authorized by law to perform the work.

(c) Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

(d) In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.

(e) Contractor shall not be liable for any delay due to circumstance beyond its control.

(f) Contractor is an independent contractor and not an employee of Owner.

g) Any changes to this document must be signed by both Contractor and Owner.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

OWNER:

Signature

Name (please print)

Title (if applicable)

CONTRACTOR:

Signature

Name (please print)

Title (if applicable)