

# Customer Name

## Janitorial Service Agreement

(320)-777-0001

[Sam@ServiceBellCleaning.com](mailto:Sam@ServiceBellCleaning.com)



This JANITORIAL SERVICE AGREEMENT (“Agreement”), effective as of **Today’s Date** (the “Effective Date”), is entered into by and between **Customer Name** (the “Client”), with offices located at Customer Address, and Service Bell Cleaning LLC, a Minnesota LLC with a registered address located at 607 Chinook Ave SW Apt.2, Avon, MN 56310 (hereinafter “Service Bell Cleaning”).

Whereas, Client and Service Bell Cleaning in consideration of the mutual obligations and covenants, agree to the following terms and conditions and hereto have set their hands in acceptance thereof.

### 1. DEFINITIONS

For purposes of this Agreement, terms shall have the following meanings:

- a. “Services” means any and all services specified in the Scope of Work (as defined below).
- b. “Deliverables” mean any tangible property, supplies, equipment, paper, and plastic products delivered to Client under this Service Agreement, as specified in the Scope of Work.
- c. “Property” means the location(s) where the Project will be performed: **Customer Address**
- d. “Project” means the combination of Services and Deliverables to be provided under this Agreement.
- e. “Team Member” means Service Bell Cleaning employees who will perform labor.

### 2. TERM

The initial term of this Agreement shall commence on the Effective Date and shall continue thereafter for 1 month and may be renewed for an additional agreed-upon period. After expiration of the term, the Agreement shall continue on a month-to-month basis thereafter until terminated in writing by one of the parties upon 30 days’ written notice, or as provided in the Termination provision, below.

### 3. SCOPE OF WORK

Service Bell Cleaning shall perform and deliver the Project as set forth in the Scope of Work attached as **Exhibit A** and incorporated herein. The Scope of Work describes the Services and Deliverables and sets forth the delivery and work schedule.

### 4. EXCLUSIONS

The following are excluded from the Scope of Work and, to the extent they are necessary, are the Client’s responsibility unless expressly provided in a signed agreement:

- a. Hazardous materials removal, lead abatement, asbestos abatement, and the remediation, removal, and the cleanup or decontamination of viruses (including the coronavirus SARS-CoV-2).
- b. Any other special requested work not expressly listed in the Scope of Work that will be contracted for separately.

## 5. PRICE

The price ("Price") for the work will be \$X per month. (*sales tax not included*) The Price is based on current costs and is firm through the first month of the Effective Date. Prices will be reviewed bi-annually with the Client and adjusted by mutual agreement. New prices may be implemented on each bi-annual term of the Effective Date. If during the term of this Agreement, a governmental authority or collective bargaining agreement mandates any increase in wages, insurance, payroll tax, medical coverage, or other benefit relating to this Agreement, then the applicable increase will be included in a price increase prior to the anniversary date. During the initial term of the Agreement, the Price shall be increased only by the amount necessary to cover such mandated increases. The Price does not include tax. Client is responsible for all taxes (other than taxes on Service Bell Cleaning's income), tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use. Holiday pay is included in our monthly pricing. Current holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Any additional authorized work requested that involves overtime or holiday hours will be billed in addition to the pricing set forth above and incorporated herein.

## 6. AFFORDABLE CARE ACT

To satisfy the federal mandated Affordable Care Act ("ACA"), healthcare coverage requirements, by law, Service Bell Cleaning must ensure compliance by offering every eligible Team Member healthcare coverage. Depending upon what healthcare coverage Team Members elect to take, if any, Service Bell Cleaning will pass only the direct cost on to Client with no mark-up added as a separate line item on the invoice unless notified otherwise. If no Team Members elect for health coverage, then no additional charges will occur. With any Team Member turnover, these mandated benefit costs may periodically change to Client depending on who may or may not elect coverage along with the medical plan chosen along with that specific plans costs. We will provide back-up documentation to Client upon request. Client agrees not to unreasonably withhold consent to such an increase.

## 7. PAYMENT

Invoices for regularly scheduled work will be submitted on a monthly basis commencing the first day of the month of service. Invoices for additional authorized services, and for the purchase of any authorized materials or supplies, will be submitted within seven (7) calendar days from the completion of service, or the shipment of material or supplies, or within ten (10) days after month end in cases where vendor invoices or other information are required for invoicing. Unless the parties have agreed otherwise in writing, invoices shall be paid within thirty (30) days of receipt by Client. Invoices shall include any supporting documentation and lien releases from Service Bell Cleaning and any of its subcontractors (including sub-subcontractors), other third parties, or suppliers, as Client may reasonably require. Invoices will be delivered by email.

Service Bell Cleaning accepts and prefers ACH transfer payment processing for payments. After activation of ACH paperwork is completed, the Client is able to deposit the funds directly into a Service Bell Cleaning account for remittance. Corresponding backup is emailed to the Service Bell Cleaning Accounting Department to ensure proper posting of remittance. Only if payment cannot be paid by ACH, checks shall be made payable to "Service Bell Cleaning LLC" and sent by first class mail to P.O. Box 37, Avon, Minnesota 56310.

Interest may be charged on all amounts unpaid after 30 days at the rate of one and one-half percent (1.5%) per month or the highest legal rate, whichever is lower. Client shall pay Service Bell Cleaning an Administrative Service Charge equal to one percent (1%) per month for all past due accounts. Administrative Service Charges are separate from, and in addition to interest. They compensate Service Bell Cleaning for the additional labor required to track, account for, and collect past due receivables. If any invoice is not paid when due, Service Bell Cleaning may, in its discretion, suspend Services and/or Deliverables without liability or penalty until final resolution of the matter. The Client will pay all costs incurred by Service Bell Cleaning to collect past due receivables, including collection agency fees, reasonable attorneys' fees, court costs, expert fees, and arbitration fees. No party shall be entitled to the recovery of attorneys' fees in tort actions.

## **8. INSURANCE**

Service Bell Cleaning's Certificate of Insurance is available and will be sent upon written request. The insurance is continuous, and Certificates of Insurance are available each year as the policies are renewed.

## **9. LOSS AND DAMAGE TO MATERIALS AND PROPERTY**

Within 48 hours of Client's discovery of any damage believed to have been caused by Service Bell Cleaning, Client will give written notice to Service Bell Cleaning specifying the nature, location, and extent of the damage. Client will provide Service Bell Cleaning a reasonable opportunity to inspect and repair any such damage before Client repairs any such damage themselves or before commencing legal action. Service Bell Cleaning will not reimburse Client for any damages unless approved by Service Bell Cleaning in writing and in advance of any repairs or reimbursement. Client understands and assumes the risk of potential damage to fragile items, and Client will take reasonable steps to protect these items as well as legal documents, weapons, antiques, drugs, and cash prior to the Services. Service Bell Cleaning will not be liable for mysterious disappearance, or damage to special or valuable items unless Client identifies these items in writing prior to, or at the time of, commencement of work and Service Bell Cleaning is grossly negligent in regard to the protection of those items. Service Bell Cleaning cannot guarantee spot or stain removal, color fastness, or prevention of shrinkage, fading, or adhesive breakdown of materials treated as part of the Services. Client understands and assumes the risk that paper may possibly curl after being treated with disinfectant.

## **10. DISCLAIMER OF WARRANTIES AND WAIVER**

**THIS IS A JANITORIAL SERVICE AGREEMENT AND NOT AN ENVIRONMENTAL DECONTAMINATION AGREEMENT. SERVICE BELL CLEANING MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT SERVICE BELL CLEANING IS NOT AN ENVIRONMENTAL CONSULTANT AND CANNOT ADVISE CLIENT ON THE LEVEL OF SERVICE NECESSARY TO ACHIEVE CLIENT'S GOALS. CLIENT UNDERSTANDS THERE ARE INHERENT LIMITATIONS TO THE SERVICE AND THAT THE GOAL OF THE SERVICE IS NOT TO LEAVE THE PROPERTY STERILE, OR TO REMOVE ALL VIRUSES, FUNGI, OR BACTERIA. CLIENT ACKNOWLEDGES THAT THE SPREAD OF DISEASE IS DIFFICULT TO CONTROL, AND THAT MICROBES COULD BE LEFT BEHIND DESPITE THE PROPER PERFORMANCE OF THE SERVICE, AND THAT ILLNESS MAY OCCUR AS AN UNAVOIDABLE RESULT OF EXPOSURE TO SUCH MICROBES. SERVICE BELL CLEANING CANNOT AND DOES NOT WARRANT OR REPRESENT THAT EVERY VIRUS OR MICROORGANISM WILL BE REMOVED, ERADICATED, OR RENDERED NON-VIABLE, AND SERVICE BELL CLEANING SHALL NOT BE LIABLE FOR LOSS, INJURY, OR DEATH ARISING FROM OR RELATED TO MICROORGANISMS ON THE PROPERTY. CLIENT ASSUMES THE RISK THAT CORONAVIRUS MAY BE PRESENT AND MAY SPREAD ABOUT THE PROPERTY, EVEN IN IDEAL CONDITIONS. CLIENT AGREES TO REGULARLY CHECK FOR CDC UPDATES ABOUT PROPER CONTROL MEASURES AND TO TAKE ALL APPROPRIATE ACTIONS TO PROTECT OCCUPANTS, INCLUDING CLOSURE OF THE PROPERTY, AS DICTATED BY THE LATEST GUIDANCE MATERIAL FROM AUTHORITATIVE SOURCES. THE USE OF CERTAIN CLEANING AND DISINFECTING PRODUCTS MAY VOID A CERTIFICATION ON THE BUILDING, SUCH AS LEED, CLEAN ENERGY, OR "GREEN BUILDING" CERTIFICATIONS. CLIENT WAIVES CLAIMS AGAINST SERVICE BELL CLEANING FOR ANY ADVERSE IMPACT ON ANY SUCH CERTIFICATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT ALLOWED BY LAW, CLIENT WAIVES ANY AND ALL WARRANTIES RELATING IN ANY MANNER TO THE WORK, WHETHER ARISING OUT OF CONTRACT OR ANY OTHER LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **11. WAIVER AND "RELEASED PARTIES"**

Each and every release set forth in this Agreement is made on behalf of the Client, and the Client's successors, assigns, and subsidiaries. The Released Parties include Service Bell Cleaning, and Service Bell Cleaning's parents, subsidiaries, successors, assigns, agents, subcontractors, employees, principals, officers, directors, partners, managers, members, shareholders, attorneys, bonding companies, and insurance carriers. The releases apply to any and all actual or threatened actions, causes of action, suits, demands, costs, damages, losses, liabilities, liens, or obligations of any character, known or unknown, that arose in the past or may be discovered in the future, whether in law or in equity, contract or tort, which relate to this Agreement in any way.

## 12. LIMITS OF LIABILITY

NO PARTY TO THIS AGREEMENT SHALL ASSERT A CLAIM FOR INDIRECT, NOMINAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF THAT PARTY HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. UNDER ANY CIRCUMSTANCES, CLIENT'S TOTAL RECOVERY FOR ANY TYPE OF DAMAGE AND ATTORNEYS' FEES, COURT COSTS, EXPERT WITNESS FEES, TREBLE OR MULTIPLIED DAMAGES, SHALL BE LIMITED TO THE CONTRACT PRICE FOR ONE MONTH OF SERVICE AS SHOWN ABOVE, OR THE ACTUAL DAMAGES, PROVEN, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CLIENT'S REMEDY EXPRESSED HEREIN IS CLIENT'S EXCLUSIVE REMEDY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, INDEMNITY, OR NEGLIGENCE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS AGREEMENT SHALL INURE TO AND BIND THE SUCCESSORS, ASSIGNS, AGENTS, AND REPRESENTATIVES OF THE PARTIES.

## 13. CLIENT CLAIM DEADLINE

CLIENT MUST FILE IN COURT ANY CLAIM, CAUSE OF ACTION OR LAWSUIT (INCLUDING ANY COUNTERCLAIM) RELATING TO SERVICE BELL CLEANING'S WORK AND/OR THE AGREEMENT BETWEEN THE PARTIES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE, WITHIN TWELVE (12) MONTHS OF THE DATE OF THE LOSS OR INJURY ALLEGED IN THE CLAIM. CLIENT EXPRESSLY AND ABSOLUTELY WAIVES AND RELEASES ANY SUCH CLAIM, CAUSE OF ACTION OR LAWSUIT (INCLUDING ANY COUNTERCLAIM) THAT IS NOT FILED IN COURT WITHIN TWELVE (12) MONTHS OF THE DATE OF THE LOSS OR INJURY ALLEGED IN THE CLAIM. THIS CONTRACTUAL LIMITATIONS PERIOD REPLACES ALL OTHER APPLICABLE STATUTES OF LIMITATION FOR ALL CLIENT CLAIMS, CAUSES OF ACTION, OR LAWSUITS.

## 14. INDEMNIFICATION

### a. INDEMNITY OF CLIENT BY Service Bell Cleaning

Service Bell Cleaning agrees and covenants to indemnify, defend, and hold harmless Client and its shareholders, directors, officers, employees, insurers and agents, from and against third party claims, demands, causes of action and liabilities of any nature, whether for damages to property or bodily injury, to the extent that any such claim, demand, cause of action, and/or liability is directly and solely attributable to the breach of contract, negligence or willful misconduct of Service Bell Cleaning or its agents, employees, and subcontractors, subject to the limits set forth in this Agreement, and the Client's indemnity obligations set forth below.

### b. INDEMNITY OF Service Bell Cleaning BY CLIENT

Client agrees and covenants to indemnify, defend, and hold harmless Service Bell Cleaning and the Released Parties from and against any and all claims, demands, causes of action and liabilities of any nature, whether for bodily injury, illness, including communicable diseases and COVID-19, death, or damages to property, or attorneys' fees, court costs, or expert fees, that do not arise solely out of Service Bell Cleaning's negligence or willful misconduct.

In addition to the types of claims set forth in this indemnity provision, Client also agrees to indemnify, defend, and hold harmless Service Bell Cleaning and its officers, directors, employees, subcontractors, and insurers from and against any and all claims, arising from: (i) any inability of Service Bell Cleaning to totally eliminate any virus, bacteria, or microbe, including coronavirus, from the Property or its contents; (ii) the existence and/or reintroduction of any microbe or virus into the Property; (iii) the contracting or spreading of the coronavirus or the COVID-19 disease as a result of any alleged exposure at the Property, e.g., customers, tenants, workers, etc. before, during and/or after the Service; (iv) Service Bell Cleaning's use or application of cleaning or disinfecting products in compliance with applicable law and manufacturer's guidelines; and (v) any loss, harm, claim or cost resulting from Client's failure to address potential contamination in the heating, ventilation, and air conditioning (HVAC) system or ducts.

## **15. FORCE MAJEURE**

Neither party shall be liable for delay or failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from acts of God, natural disaster, accident, inclement weather, fire, explosion, earthquake, loss or malfunction of utilities, lockouts, riot, vandalism, mischief, terrorism, war, acts of government or military authority, coronavirus, SARS-CoV-2, COVID-19, or any other disease, epidemic, pandemic, quarantine, shelter in place order, labor shortage, shortage of materials and equipment (including PPE), strike, extreme financial hardship to Service Bell Cleaning, unforeseen unavailability of supplies, and any other causes or condition beyond the party's reasonable management and control.

## **16. TERMINATION**

During the initial term of this Agreement, both parties shall have the right to terminate this Agreement for cause upon 30 days written notice via certified letter stating with particularity the facts in support of the cause. If the Client seeks termination on grounds of delay or a failure of performance by Service Bell Cleaning, Service Bell Cleaning shall have 30 days to remedy any such deficiencies. During the remedy period, Client will: (a) meet regularly with Service Bell Cleaning and specifically identify each deficiency; (b) cooperate fully with Service Bell Cleaning's efforts to remedy each deficiency; and (c) provide Service Bell Cleaning with a full and fair opportunity to remedy each deficiency to avoid termination. Client shall pay for all Services rendered through the effective date of termination. In the event of nonpayment by Client, Service Bell Cleaning may terminate services at any time without notice. All Deliverables, tangible property, supplies, equipment, paper, and plastic products provided in this Agreement will all remain property of Service Bell Cleaning.

## **17. DELAY OR SUSPENSION**

If Client's acts or failures to act cause Service Bell Cleaning to delay or suspend performance of Services, Service Bell Cleaning and Client will mutually agree to one of the following remedies:

- a. Service Bell Cleaning will use reasonable efforts to continue performance as practicable under the circumstances and Client will continue to make all scheduled payments; or
- b. Service Bell Cleaning will reassign personnel to extend Service Bell Cleaning's work schedule without liability, and Client will pay all additional costs, if any.

Notwithstanding the above, Service Bell Cleaning shall have the right to invoice Client for any work performed to date of suspension.

## **18. CONFIDENTIALITY**

Service Bell Cleaning and Client acknowledge that during the course of the performance of a project, confidential information that is not known the general public may be disclosed between the parties ("Confidential Information"). Service Bell Cleaning's methods, techniques, and systems are Confidential Information and shall remain the sole and exclusive property of Service Bell Cleaning. Except as required by law or court order, neither party has the right to disclose the Confidential Information of the other.

**19. GENERAL TERMS**

- a. **NOTICES.** Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery at the addresses of the parties as first set forth above, or by email to [Sam@ServiceBellCleaning.com](mailto:Sam@ServiceBellCleaning.com).
- b. **SEVERABILITY.** The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein.
- c. **ASSIGNMENT.** This Agreement may not be assigned by Client without Service Bell Cleaning’s consent.
- d. **ENTIRE AGREEMENT.** This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Service Bell Cleaning and Client and supersedes all prior and contemporary agreements, oral or written.  
Should Client require Service Bell Cleaning to sign Clients Contract or Service Agreement, it is understood and agreed that all terms, conditions of this Service Bell Cleaning Janitorial Service Agreement will supersede Clients Agreement and this entire Service Bell Cleaning Janitorial Service Agreement will be included as an Addendum to Clients Contract or Service Agreement.
- e. **MODIFICATIONS.** This Agreement may only be modified in a written document signed by an authorized Officer of Service Bell Cleaning and an authorized agent or representative of Client.
- f. **COUNTERPARTS.** This Agreement may be executed electronically in any number of counterparts.

**20. NON-SOLICITATION**

The Client agrees that during the term of this Agreement, and for a period of one year after, Client will not employ, engage, contract, negotiate with nor solicit any Team Member, employee or former employee of Service Bell Cleaning to perform any services covered hereby, or to employ any other person or firm who, during the term of this Agreement or for a period of one year thereafter, employs, engages, contracts, negotiates with, or solicits any Team Member, employee or former employee of Service Bell Cleaning to perform any services without written permission of Service Bell Cleaning. Client acknowledges that its violation of this provision will be disruptive to Service Bell Cleaning’s business and will result in monetary damages including recruiting expense, advertising expense, burdens on human resource departments, training expenses, and other damages that will be difficult or impossible to ascertain or quantify. Therefore, in the event of Client’s breach of this provision, Service Bell Cleaning shall be entitled to recover liquidated damages in the amount of 40% of the annual wages of each applicable employee as a reasonable estimate of the damages sustained by Service Bell Cleaning. Service Bell Cleaning and the Client have fixed this amount as liquidated damages and agree that it represents a good faith estimate of the minimum actual damages and is not a penalty.

**21. GOVERNING LAW**

The parties agree that the laws of the State where the Service is performed shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties, and the venue for any such dispute shall be the county of Service Bell Cleaning’s closest office to the Property. We have read this Agreement and we understand it. We warrant and represent we are authorized to sign on behalf of the entities identified below.

**Customer Name Service Bell Cleaning LLC**

Signature

Signature

Print name and job title

Mr. Samuel Bell, President / Coordinator

Date

Date