

Commercial Cleaning Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Commercial Cleaning Contract

This Commercial Cleaning Contract (this "Agreement") is made on [Date] between [Client's full legal name or registered business name] of [Client's business address] (the "Client") and [Cleaning Contractor's full legal name or registered business name] of [Cleaning Contractor's business address] (the "Contractor"). Each is a "Party" and together they are the "Parties".

The Client engages the Contractor to provide commercial cleaning services at the Client's business premises described in clause 1 (the "Services"), and the Contractor agrees to provide them, on the terms of this Agreement. This is a business-to-business engagement for a commercial workplace, not a private residence: clause 5 sets out how the Contractor's staff access the premises outside the Client's business hours, clause 7 sets out the insurance and bonding the Contractor carries, and clause 8 sets out how the Contractor vets the staff it sends onto the premises.

1. Scope of Cleaning Services

The Contractor shall clean the premises located at [Full premises address, including suite or unit number], comprising [Areas covered, e.g. "the 3rd floor office suite and shared restrooms on that floor", or "the entire building"] (the "Premises"), on the following schedule: [Cleaning frequency and days, e.g. "Monday, Wednesday and Friday nights" or "nightly, Monday through Friday"].

Each visit includes the following tasks, at minimum:

- (a) emptying and relining trash and recycling receptacles, and removing waste to the designated collection point;
- (b) vacuuming carpeted areas and sweeping and mopping hard floors in offices, corridors and common areas;
- (c) dusting desks, furniture, sills and reachable surfaces, and spot-cleaning interior glass, doors and light switches;
- (d) cleaning and sanitizing restrooms, including fixtures, mirrors, floors, and replenishing consumables the Client supplies under clause 6; and
- (e) cleaning the break room or kitchen, including countertops, sinks and the exterior of appliances.

2. Excluded Services

The following work is expressly outside the Services and is not covered by the fees in clause 3:

[List excluded work, e.g. carpet deep-cleaning, exterior window cleaning, biohazard cleanup, appliance interiors, or high dusting] ,

or state none. Excluded work may be performed only under a separate written quote both Parties sign, and is not part of this Agreement until they do.

The Client shall identify, before the Contractor's first visit, any area of the Premises that is off-limits to the Contractor's staff — for example a server room, executive office, or an area under a separate confidentiality regime — and the Contractor shall keep that area off the cleaning schedule unless the Client later authorizes access to it in writing.

3. Fees and Invoicing

In consideration of the Services, the Client shall pay the Contractor

[Fee, e.g. a fixed fee of \$X per month, or a rate of \$X per visit or per square foot] . Fees are

exclusive of value added tax, goods and services tax, sales tax and any similar tax, which the Client shall pay in addition where it applies.

The Contractor shall invoice the Client monthly,

[Invoice timing, e.g. "in arrears, on the last business day of the month" or "in advance, on the first business day of the month"] .

Each invoice is payable within [Payment period, e.g. fifteen (15) days] of its date, by

[Accepted payment method, e.g. bank transfer or ACH to the account named on the invoice] .

The Client shall notify the Contractor of any disputed line item within

[Dispute window, e.g. seven (7) days] of receiving the invoice, giving its reasons;

undisputed amounts remain payable on the due date.

If an undisputed amount remains unpaid more than [Grace period, e.g. ten (10) days] after its due date, the Contractor may charge interest on the outstanding balance at

[Late payment interest rate, e.g. 1.5% per month] and, on written notice, may suspend

the Services until the account is settled. A suspension under this clause does not put the Contractor in breach.

The fee may be adjusted for a change in the scope of the Premises (added or removed square footage, floors or areas) or a change in cleaning frequency, in each case only by written amendment both Parties sign.

4. Term and Termination

This Agreement takes effect on [Start date] and continues for an initial term of [Initial term, e.g. twelve (12) months] , renewing automatically for successive

periods of the same length unless either Party gives the other written notice of

non-renewal at least [Non-renewal notice period, e.g. thirty (30) days] before the current

term ends.

Either Party may terminate this Agreement for convenience on [Termination notice period, e.g. thirty (30) days] written notice. Either Party may terminate it immediately on written notice if the other commits a material breach that is not remedied within [Cure period, e.g. fourteen (14) days] of written notice describing the breach, or becomes insolvent or ceases to carry on business. The Client may also terminate immediately, without a cure period, if the Contractor fails to maintain the insurance or bonding required by clause 7.

On termination, the Client shall pay for all Services performed up to the termination date. The Contractor shall promptly return all keys, access cards, fobs and any alarm or access codes issued to it under clause 5, and confirm in writing that it has done so. Clauses 7, 8, 10, 11 and 12 survive termination, together with any other provision that by its nature is intended to survive.

5. Premises Access and After-Hours Security

The Contractor's staff shall access the Premises only during the following window: [Access window, e.g. "weeknights between 6:00 PM and 11:00 PM, after the Client's staff have left"] , and only using the access method the Client provides: [Access method, e.g. issued keys, a key fob, or a numeric door code] . The Contractor shall not admit anyone other than personnel named on the roster required by clause 8.

The Client shall provide the Contractor with any alarm code needed to enter and exit the Premises. The Contractor shall arm the alarm and secure all doors and windows it used before its staff leave, and shall keep any issued key, fob, code or alarm code confidential, not duplicate it, and not disclose it to anyone not authorized under clause 8.

The Contractor shall maintain a sign-in and sign-out log of each visit, recording the date, the arrival and departure time, and the names of the staff present, and shall provide that log to the Client on request. If the Contractor's staff find the Premises unsecured, damaged, or showing signs of unauthorized entry on arrival, they shall not enter and shall notify [Client contact name and phone number for security issues] immediately.

Lost or stolen keys, fobs or access devices must be reported to the Client in writing within [Period to report a lost access device, e.g. twenty-four (24) hours] of discovery. The Contractor is responsible for the reasonable cost of re-keying or reprogramming access to the Premises where the loss results from the Contractor's failure to keep the device secure.

6. Supplies and Equipment

The Contractor shall supply its own cleaning equipment and cleaning chemicals needed to perform the Services, except for the following, which the Client shall supply:

[List anything the Client supplies, e.g. restroom consumables such as soap, paper towels and toilet paper, or trash liners, or state none] .

The Contractor shall use cleaning products appropriate for the surfaces being cleaned and shall provide safety data sheets for any chemical it brings onto the Premises on the Client's request. The Contractor shall store its equipment and chemicals only in the area the Client designates for that purpose, and shall not use the Client's equipment, supplies or utilities except with the Client's consent.

7. Insurance and Bonding

The Contractor shall maintain, at its own expense and for the duration of this Agreement, commercial general liability insurance with cover of at least

[Minimum general liability cover, e.g. \$1,000,000 per occurrence / \$2,000,000 aggregate] ,

naming the Client as an additional insured, and workers' compensation insurance covering its employees as required by applicable law.

The Contractor shall also maintain a fidelity or janitorial surety bond of at least

[Minimum bond amount, e.g. \$25,000] covering theft or dishonesty by its personnel while

on the Premises. Before the first visit, and on each renewal, the Contractor shall provide the Client with a certificate of insurance and evidence of the bond required by this clause. The Contractor shall notify the Client in writing at least

[Notice period for insurance cancellation, e.g. ten (10) days] before any required policy or bond is cancelled, lapses or is materially reduced, and shall not perform the Services on the Premises during any period the required coverage is not in force.

8. Staff Vetting, Background Checks and Identification

The Contractor shall complete a criminal background check on each individual before that individual first accesses the Premises, and shall not assign anyone with a disqualifying result the Client has notified the Contractor of in writing, or anyone the Client reasonably objects to in writing after being told of a specific concern.

The Contractor shall keep a current roster of every individual authorized to access the Premises under this Agreement and provide it to the Client before the first visit and whenever it changes. Each individual shall carry photo identification issued by the Contractor while on the Premises and present it on request.

The Client may require the Contractor to remove a specific individual from the Premises on reasonable written notice describing the Client's concern; the Contractor shall comply and, if needed, assign a replacement so the Services continue on schedule. The

Contractor shall keep background-check records confidential and disclose their contents to the Client only to the extent needed to confirm that a check was completed, subject to applicable law.

9. Standard of Care and Quality Control

The Contractor shall perform the Services in a professional and workmanlike manner, consistent with generally accepted commercial janitorial standards, and in compliance with all laws, licenses, permits and workplace-safety regulations that apply to the Services.

The Client may walk through the Premises after a visit and note any deficiency in writing to [Contractor contact name and phone number or email for quality issues] . The Contractor shall correct a deficiency reported within [Period to correct a reported deficiency, e.g. twenty-four (24) hours] at no additional charge. Recurring, uncorrected deficiencies are a material breach for the purposes of clause 4.

Except as expressly stated in this Agreement, the Services are provided without any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

10. Independent Contractor Status

The Contractor is an independent contractor and not an employee, partner, agent or joint venturer of the Client. The Contractor controls the manner and means by which the Services are performed, hires, supervises and pays its own staff, and is responsible for its own taxes, insurance and any statutory contributions arising from the fees paid under this Agreement. The Contractor is not entitled to any employee benefit of the Client.

The Contractor may engage a subcontractor to perform part of the Services only with the Client's prior written consent, and remains responsible for that subcontractor's compliance with this Agreement, including clauses 5, 7 and 8.

11. Confidentiality

While performing the Services, the Contractor's staff will be on the Client's premises unattended and may see documents, screens, whiteboards or other material left in the open. The Contractor shall keep confidential anything of that kind its staff observe, use it for no purpose other than performing the Services, not photograph or copy it, and not disclose it to any third party.

These obligations continue for [Confidentiality survival period, e.g. two (2) years] after this Agreement ends, and do not apply to information that the Contractor can show:

- (a) was already lawfully known to it, without any duty of confidence, before it observed the information;
- (b) is or becomes public through no act or omission of the Contractor;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) the Client discloses to the Contractor in writing is not confidential.

12. Indemnification and Limitation of Liability

The Contractor shall indemnify the Client against any loss, liability, damage, cost and reasonable legal expense the Client incurs arising from the Contractor's negligence or wilful misconduct, from theft or property damage caused by the Contractor's personnel while on the Premises, or from a breach by the Contractor of clause 5, 7, 8 or 11. This indemnity is the Client's primary recourse in addition to any claim against the insurance and bond required by clause 7.

The Client shall indemnify the Contractor against any loss, liability, damage, cost and reasonable legal expense the Contractor incurs arising from the Client's negligence, wilful misconduct or breach of this Agreement, or from a hazardous condition on the Premises the Client failed to disclose.

Neither Party is liable to the other for loss of profit, loss of revenue, or any indirect or consequential loss. Except for the Contractor's indemnity obligations under this clause and any loss covered by the insurance or bond required by clause 7, each Party's total aggregate liability arising out of or in connection with this Agreement is limited to

[Liability cap, e.g. the total fees paid under this Agreement in the twelve (12) months before the claim arose] .

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by its negligence, for fraud, or for any liability that cannot lawfully be limited or excluded.

13. Governing Law and Jurisdiction

This Agreement, and any dispute or claim arising out of it or its subject matter, are governed by the laws of [Governing law, e.g. the State of Illinois] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

14. General

This Agreement is the entire agreement between the Parties about the Services and replaces any earlier proposal, quotation or understanding on that subject. It may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent, except that either Party may assign it to a successor of the business to which it relates. If any

provision is held unenforceable, the remainder continues in force. A failure to enforce a provision is not a waiver of it. Notices must be given in writing to the addresses above or to an email address the Parties have used for the engagement.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature:

Printed name:

Company:

Title:

Date:

Cleaning Contractor

Signature:

Printed name:

Company:

Title:

Date: