

Service Agreement

Contract Number: XYZ-ABC-2024-01

This **Service Agreement** ("Agreement") is entered into as of **July 1, 2024**, and shall remain in effect until **July 1, 2026**, by and between:

Party A:

- **Name:** XYZ Corporation
- **Address:** 123 Main Street, Anytown, USA
- **Contact Information:** contact@xyzcorporation.com

Party B:

- **Name:** ABC Cleaning Services
- **Address:** 456 Clean Lane, Cleanville, USA
- **Contact Information:** services@abccleaning.com

1. Definitions

1.1. **Services:** The scope of services to be provided by ABC Cleaning Services ("Service Provider") as outlined in this Agreement, including regular cleaning, deep cleaning, and specialized cleaning services.

1.2. **Client:** Refers to XYZ Corporation, the entity contracting ABC Cleaning Services for cleaning services.

1.3. **Service Provider:** Refers to ABC Cleaning Services, the entity responsible for providing the cleaning services as described in this Agreement.

1.4. **Invoice:** A document issued by ABC Cleaning Services to XYZ Corporation specifying the amount due for services rendered, identified by a unique invoice number.

2. Scope of Services

2.1. Description of Services:

Regular Cleaning Services:

- **Daily Office Cleaning:** Vacuuming, dusting, and trash removal for office spaces.
- **Restroom Cleaning:** Sanitizing and restocking supplies in restrooms.
- **Kitchen/Break Room Cleaning:** Cleaning surfaces, appliances, and trash removal.

Deep Cleaning Services:

- **Monthly Deep Cleaning:** Comprehensive cleaning of floors, carpets, and windows.
- **Quarterly Carpet Cleaning:** Steam cleaning of all carpets in office areas.

Specialized Cleaning Services:

- **Window Cleaning:** Bi-annual exterior and interior window cleaning.
- **Floor Polishing:** Semi-annual polishing of all hard surface floors.

2.2. Quantities:

- **Daily Office Cleaning:** Approximately 10,000 square feet of office space.
- **Restroom Cleaning:** 5 restrooms.
- **Kitchen/Break Room Cleaning:** 2 kitchen areas.
- **Monthly Deep Cleaning:** Entire office space (10,000 square feet).
- **Quarterly Carpet Cleaning:** 8,000 square feet of carpet.
- **Window Cleaning:** Approximately 50 windows.
- **Floor Polishing:** 4,000 square feet of hard surface floors.

2.3. Locations: Services will be provided at the following locations:

- XYZ Corporation Headquarters, 123 Main Street, Anytown, USA
- XYZ Corporation Warehouse, 789 Industrial Road, Anytown, USA

2.4. Schedule: The cleaning services will be performed according to the following schedule:

- **Daily Cleaning:** Monday to Friday, 6:00 PM to 10:00 PM.
- **Monthly Deep Cleaning:** Last Saturday of each month.
- **Quarterly Carpet Cleaning:** First Saturday of January, April, July, and October.
- **Bi-annual Window Cleaning:** First week of May and November.
- **Semi-annual Floor Polishing:** Second week of June and December.

3. Term and Termination

3.1. **Term:** This Agreement shall commence on **July 1, 2024**, and continue for a period of two (2) years, terminating on **July 1, 2026**, unless earlier terminated as provided herein.

3.2. **Termination for Convenience:** Either party may terminate this Agreement for any reason by providing written notice to the other party at least 30 days prior to the intended date of termination.

3.3. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party materially breaches any provision of this Agreement and fails to remedy such breach within 15 days of receiving written notice thereof.

4. Compensation

4.1. **Fees:** XYZ Corporation agrees to compensate ABC Cleaning Services for the services provided as follows:

Regular Cleaning Services:

- **Daily Office Cleaning:** \$1,500 per month
- **Restroom Cleaning:** \$500 per month
- **Kitchen/Break Room Cleaning:** \$200 per month

Deep Cleaning Services:

- **Monthly Deep Cleaning:** \$1,000 per month
- **Quarterly Carpet Cleaning:** \$800 per quarter

Specialized Cleaning Services:

- **Bi-annual Window Cleaning:** \$600 per cleaning
- **Semi-annual Floor Polishing:** \$1,200 per polishing

4.2. **Total Monthly Fee:** The total monthly fee for all services provided under this Agreement is \$4,000.

4.3. **Total Contract Amount:** The total compensation for the entire term of this Agreement is \$96,000.

4.4. **Payment Terms:** Invoices for services rendered shall be issued by ABC Cleaning Services to XYZ Corporation on the first day of each month and payment shall be due within 30 days of the invoice date. Each invoice shall be identified by a unique invoice number, starting with INV-001.

4.5. **Late Payments:** Any payments not received by ABC Cleaning Services within 30 days of the invoice date shall accrue interest at a rate of 1.5% per month until paid in full.

5. Responsibilities of Parties

5.1. Service Provider Responsibilities:

- Provide all services in a professional and workmanlike manner consistent with industry standards.
- Use appropriate cleaning materials, tools, and equipment necessary to perform the services.
- Comply with all applicable laws, regulations, and industry standards.
- Maintain sufficient staffing levels and expertise to ensure timely and effective service delivery.

5.2. Client Responsibilities:

- Provide ABC Cleaning Services with access to all locations where services are to be performed.
- Ensure that all locations are safe and secure for ABC Cleaning Services' personnel during the performance of services.
- Provide adequate storage space for cleaning supplies and equipment as reasonably necessary.
- Timely remit payment for all services rendered in accordance with the terms outlined in this Agreement.

6. Confidentiality

6.1. **Confidential Information:** Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed by one party to the other during the course of this Agreement.

6.2. **Exceptions:** Confidential information does not include information that is: (a) already known to the receiving party at the time of disclosure without an obligation of confidentiality; (b) independently developed by the receiving party without the use of or reference to the disclosing party's confidential information; (c) rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation.

7. Indemnification

7.1. **Indemnification by Service Provider:** ABC Cleaning Services agrees to indemnify, defend, and hold harmless XYZ Corporation from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or resulting from ABC Cleaning Services' performance or failure to perform the services under this Agreement, except to the extent caused by XYZ Corporation's negligence or willful misconduct.

7.2. **Indemnification by Client:** XYZ Corporation agrees to indemnify, defend, and hold harmless ABC Cleaning Services from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or resulting from XYZ Corporation's negligence or willful misconduct.

8. Limitation of Liability

8.1. **No Indirect Damages:** Neither party shall be liable to the other for any indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement.

8.2. **Cap on Liability:** The maximum liability of either party under this Agreement shall not exceed the total fees paid by XYZ Corporation to ABC Cleaning Services during the 12-month period immediately preceding the event giving rise to such liability.

9. Insurance

9.1. Insurance Requirements: Throughout the term of this Agreement, ABC Cleaning Services shall maintain, at its own expense, comprehensive general liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. ABC Cleaning Services shall also maintain workers' compensation insurance coverage in accordance with applicable laws and regulations.

9.2. Proof of Insurance: Upon request by XYZ Corporation, ABC Cleaning Services shall provide certificates of insurance demonstrating compliance with the insurance requirements set forth in this Agreement.

10. Key Performance Indicators (KPIs) and Reporting Requirements

10.1. KPIs:

- **Uptime:** Percentage of scheduled cleaning services delivered on time. Target: 99%.
- **Response Time:** Average time taken to respond to additional cleaning requests. Target: 2 hours.
- **Customer Satisfaction:** Feedback scores from XYZ Corporation's staff. Target: 4.5 out of 5.
- **Incident Frequency:** Number of complaints or issues reported per month. Target: Less than 2 per month.

10.2. Reporting Requirements:

- **Monthly Performance Reports:** Detailed metrics and analysis of KPIs, including service delivery times, response times, and customer feedback.
- **Incident Reports:** Logs detailing any reported incidents, including descriptions, dates, and resolutions.
- **Maintenance Activity Reports:** Summary of all cleaning activities conducted, including dates, times, and details of work performed.
- **Customer Feedback Reports:** Compilation of satisfaction surveys and feedback received from XYZ Corporation, along with any suggestions for improvement.

11. Miscellaneous

11.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

11.2. Dispute Resolution: Any disputes arising out of or relating to this Agreement shall be resolved through binding arbitration in [City], [State] in accordance with the rules and procedures of the American Arbitration Association.

11.3. Entire Agreement: This Agreement constitutes the entire agreement between XYZ Corporation and ABC Cleaning Services with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject matter.

11.4. **Amendments:** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

11.5. **Severability:** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.6. **Notices:** All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified or registered mail, postage prepaid, to the addresses listed above or to such other addresses as either party may designate by written notice to the other.

11.7. **Assignment:** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without such consent to a successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise.

Signatures

Client:

Name: John Doe, XYZ Corporation

Signature: _____

Date: _____

Service Provider:

Name: Jane Smith, ABC Cleaning Services

Signature: _____

Date: _____