**CLEANING SERVICE AGREEMENT**

THIS CLEANING SERVICE AGREEMENT (**the “CSA”**) is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (**the “Effective Date”**).

BETWEEN:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (the “Client”)

-and-

**SIMPLY DONE CLEANING SERVICES LTD.**

(“Simply Done”)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is mutually acknowledged, the Parties agree to the following terms and conditions:

**SERVICES**

1. The Client hereby retains Simply Done to provide cleaning services outlined in the attached Schedule “A” (**the “Services”**) at the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Alberta (**the “Premises”**).

2.. The Services shall be provided (check one):

 a. \_\_\_\_ on a one-time basis on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_; or

b. \_\_\_\_ every (7-days/14-days/28-days) for a period of 1-year with a 30-day notice to cancel before a yearly renewal (**the “Term”**). Please circle you requested interval.

3. Cleaning services are to be provided and performed by qualified, careful and efficient employees in strict conformity with the best practices and applicable standards.

4. All Simply Done employees are to complete criminal record checks and privacy and confidentiality agreements. Simply Done requires all employees to be insured.

5. The Premises will be made available to Simply Done employees on the scheduled date of entry, as agreed upon by the Parties. If the Premises are not made available for entry on the scheduled date of entry, then the Client agrees to reimburse Simply Done for any travel charges and any overages in hours incurred. Precise appointment times shall not be scheduled unless agreed upon by the Parties.

6. The Client shall be held responsible for their scheduled clean date.

**FEES**

7. In exchange for performance of services set out in Schedule “A”, the Client shall make payment to Simply Done the base sum of $38.00 plus GST per hour per cleaner for a minimum of 3-hours of service. Professional fees are based on the agreed to set billing rates, which include travel time and applicable GST.

8. Simply Done shall send the Client a monthly invoice at the beginning of each month. The Parties can also agree to have invoices sent to the Client after each time Simply Done provides and performs the services agreed upon.

9. The Client will pay each invoice issued by Simply Done within thirty (30) days of the dated invoice.

10. Unpaid invoices are subject to a $25.00 late fee charge after thirty (30) days of non-payment. The late fee shall be subject to a 2.0% interest charge per month or 28.0% interest per annum. Simply Done reserves the right to withdraw from the CSA in the event of an unpaid invoice.

11. The Client shall send a $250.00 retainer fee via credit card which will be held by Simply Done until a final invoice is issued where the retainer will then be returned to the Client. The Client may choose to use the retainer as payment of any outstanding invoices.

12. If the Client wishes to cancel an appointment, they must do so 14-days or more before the agreed date. Failure to notify Simply Done of a cancelation will result in a full charge of the agreed Services.

13. If any collection action is required to collect unpaid balances, the Client agrees to reimburse Simply Done for the cost of collection, including all legal fees.

**EXCLUSIONS**

14. Simply Done shall not:

1. empty pet litter boxes and shall hold the right to refuse any unreasonable clean up around pet litter boxes;
2. handle, clean, or pick up any feces or bodily fluids of any kind;
3. climb on any step or ladder in excess of 20 inches in height;
4. move heavy furniture such as entertainment systems, speaker systems or any furniture that may cause personal injury to the cleaner or damage to the Premises if moved by sliding, pulling, or pushing. Small appliances, couches, coffee tables and such may be moved;
5. enter any rooms in the Premises with closed doors unless agreed upon by the Parties that Simply Done has permission to enter those rooms; or
6. perform any other unsafe work.

**LIMITATION OF LIABILITIES**

15. To the extent permitted by law, the liability, if any, of the Simply Done is, at its option, limited to and completely discharged by the resupply of the Service.

16. Simply Done shall not be responsible for:

1. not completing or providing the Service as a result of a failure by the Client to provide a safe working environment or unencumbered access to the Premises; or
2. any loss or damage incurred by the Client or any third party as a result of the effects of an unavoidable injury, being any event beyond the reasonable control of Simply Done; or
3. not completing or providing the Services due to an act or omission of the Client or any other person at the Premises during provision of the Services.

17. All conditions and warranties implied by law in respect of the state, quality or condition of the Services which may apart from this clause be binding on Simply Done are excluded.

18. The Client acknowledges that the results of any Services provided may vary depending on a number of factors (including materials and equipment used, time elapsed since Premises were last cleaned and nature and level of cleaning required), and that Simply Done gives no guarantee as to the actual results of the Services.

19. Except to the extent provided in this clause, Simply Done has no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise, suffered or incurred by that person in relation to the Services provided by Simply Done (including any loss caused by, or resulting directly or  indirectly from, any failure, defect or deficiency, or any kind of, or in the products used or, services provided by Simply Done).

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, consequential damages, pure financial losses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**TERMINATION**

21. This CSA may be terminated at any time:

1. by Simply Done on written notice to the Client without liability or further obligations by Simply Done to the Client;
2. by the Client with thirty (30) days or more of written notice to Simply Done after receipt of payment for the most recent invoice.

**MISCELLANEOUS**

22. This CSA shall be construed and enforced in accordance with the laws of the Province of Alberta.

23. No other agreement between the Parties shall override this CSA.

24. Any amendment or modification to this CSA or additional obligation assumed by either Party in connection with this CSA will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Tera Kloc

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**SIMPLY DONE CLEANING SERVICES LTD.** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT**  Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CLIENT PERSONAL ADDRESS CLIENT PROPERTY ADDRESS**

 **(LEAVE BLANK IF SAME AS PERSONAL)**

**How will you give us access to your home? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**