



# Service Agreement

This agreement for cleaning services is by and between Z Green Cleaning, Inc. at 1010 Ryan Avenue W Roseville, MN 55113 ("Service Provider") and \_\_\_\_\_ ("Client") and is effective as of \_\_\_\_\_ ("Agreement").

## BACKGROUND

- The Client desires that the Service Provider provide cleaning services to the Client for Client's property located at \_\_\_\_\_ ("Property").
- The Service Provider agrees to provide such cleaning services ("Cleaning Services") to the Client on the terms and conditions set forth in this Agreement until termination by one or both parties.

The Cleaning Services options are outlined on the Services tab on the Service Provider's website: [www.zgreencleaning.com](http://www.zgreencleaning.com).

Service Provider will provide Cleaning Services every:  1 week  2 weeks  4 weeks.

## The following terms and conditions to be agreed upon by both parties are as follows:

- Service Provider will maintain the privacy and confidentiality of all Client information.
- Service Provider is insured and bonded. Any damage incurred to Property as a result of the Service Provider's negligence will be assessed and a claim filed as needed.
- The Service Provider will invoice the Client on the 1st of every month for the previous month's services. The Client is required to make payment on the invoice within 15 days of when the invoice was issued.
- The Client agrees to promptly pay the invoice via Zelle, Venmo, credit card or by sending a check to Z Green Cleaning, Inc. at 1010 Ryan Avenue W Roseville, Minnesota 55113.
- Late payments will be charged 3% interest, compounded monthly and future appointments will not be completed until payment is received. The Client acknowledges and agrees that it will be responsible for any costs of collection, including reasonable attorney's fees incurred by the Service Provider in the collection of past due amounts.
- The Client agrees to provide a 24 hour notice of cancellation of scheduled Cleaning Services. If Client cancels in less than 24 hours, a cancellation fee equal to one man hour of cleaning plus tax will be assessed.
- In the event of a cancellation after our team arrives for the scheduled appointment, a cancellation fee equivalent to 100% of the regular service cost will apply. Such situations include, but are not limited to: Client chooses to cancel upon Service Provider's arrival, no running water and/or electricity; unsafe or hazardous environment (i.e. excessive mold, pest/bug infestation); team is unable to access the property (doors are locked and no key is provided, no one is there to let them in, etc.) and they are unable to reach Client; no available parking.
- Service Provider's rate from June 1, 2023 through May 31, 2024 is \$42.50 USD per hour per cleaner plus sales tax for all cleaning service hours provided. Z Green Cleaning, Inc. may increase the hourly rate for Cleaning Services as needed. In the event of such an increase, the

Service Provider will provide the Client a two month written notice via email or mail. If the Client does not terminate services, this constitutes an agreement to the new rate.

- Should the Client have any concerns regarding services, the Client must reach out to the Service Provider via email at zgreeninc@gmail.com within 48 hours of the Service Provider completing the service, especially if requesting a touch-up cleaning or partial refund.

**TERMINATION** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Notwithstanding the foregoing, if Service Provider believes, for any reason, that the safety of Service Provider personnel is at risk in the performance of Cleaning Services, Service Provider may immediately terminate this Agreement without liability to Client.

**INDEMNIFICATION** Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers and agents. This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents. This section shall not constitute a waiver by either party or any rights to indemnification, contribution or subrogation which the party may have by operation of law.

**ASSIGNMENT** The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**GOVERNING LAW** This Agreement will be governed and construed in accordance with the laws of the State of Minnesota with regard to Minnesota's choice of law rules. Any action brought under this Agreement will be venued in the courts of Hennepin County.

**INTEGRATION** This Agreement includes all agreements and understandings with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings related to the subject matter hereof, whether oral or in writing. This Agreement constitutes the final and entire agreement of the parties hereto.

**LIMITATION OF LIABILITY** Neither party shall be liable to the other party for any indirect, incidental, exemplary, punitive or consequential damages arising out of or related in any way to this Agreement, including, but not limited to, lost profits and other commercial losses, even if the parties have been notified of the possibility of such damages.

**DISCLAIMER** By typing your name below, you are signing this Agreement electronically. You agree that your electronic signature is the legal equivalent of your handwritten signature.

Signature \_\_\_\_\_ Date \_\_\_\_\_