#### **Cleaning Agreement With Modern Miracles Cleaning Services**

THIS CLEANING SERVICES AGREEMENT (the "Agreement") dated this	
day of	BETWEEN
(Client) and MODERN MIRACLE	S CLEANING SERVICES.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### **Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following cleaning services (the "Services"): Basic, Standard or Premiere. Please select one option:

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•\_\_\_\_\_

2. The venue for delivery of the Services is:

**TERMS OF THE AGREEMENT** 

There is no term to this agreement. Client (hereafter known as client/homeowner) may cancel at any time for any reason. We ask for a minimum of 48 hours notice. Modern Miracles Cleaning Services (hereafter known as "MMCS") may also cancel at any time for any reason within 48 hour notice.

## **TERMS OF SERVICE**

Below are our basic terms of service. All services provided are under our basic terms of service. We reserve the right to alter or modify these terms at any time in which you will be given the revised Agreement and your continued use of our service implies agreement with these terms. MMCS agrees to provide cleaning services to you as per your request. The charges for our service is for the agreed dollar amount of a *fixed amount of hours* of cleaning or related services. The charge is for the amount of work hours reserved for you for this job and not for any specific outcome. In the event that our cleaning team members complete the job in less time than the maximum reserved, which may sometimes be possible, the charge will remain the same and will not be adjusted (since this time block has been reserved to clean your home). Please note that for an average size residence for a typical move out cleaning or a deep cleaning in a typical home may take in excess of 4 work hours. Our team members will do the best possible job they can in

the time they have available. Since the condition of each home will vary, it is possible that we may not be able to complete the job in the time available. In such a case additional time may be required at an additional charge. If you choose not to have additional time then our team members will do the best possible job they can in the time available. There are no refunds. By using our service you agree to the terms of this agreement and agree to pay the total due to us. All agreements are contingent upon strikes, accidents or delays beyond our control. Any changes to rate and/or time, be it verbal or in writing will not affect the substance of this agreement and all the terms herein will still apply with the new rate/time.

# **QUALITY OF SERVICE**

For your convenience, and quality control, we can leave you with a checklist indicating the various services we provide each time we clean your home upon request; we also have them posted on our website at <u>www.mm-cleaning-services.com</u>.

Refunds are not offered as we will try to correct any mistakes or missed services. Requests received by our office after that period will be incorporated into your next house cleaning.

#### THE CLEANING TEAM

We provide all equipment and supplies. Our employees will wear company attire to identify themselves. Our cleaners usually work in teams of one or more depending on the size of the job. When more than one person is at the job, the quoted time -- which was given in person hours -- is lessened by the number of people. For example, if you were scheduled for a two-hour service and two cleaners are assigned to your job, the cleaning should be completed in one hour or two person hours.

## PREPARING FOR YOUR CLEANING

Prior to the cleaning session, please remove all items which may delay our cleaning service. All floor areas to be swept, vacuumed and mopped should be free of large furniture and breakable items which should be moved away to the side or against a wall to avoid tipping over or direct contact with cleaning equipment.

## LICENSED, BONDED, INSURED

MMCS is a professional cleaning service that is fully licensed, insured and bonded (copies available upon request).

## **OUR CONDUCT**

Our cleaners do not answer the telephone or doorbell. Their only purpose while in your home is to clean. It is our policy that our teams do not smoke or eat in your home.

Also please secure cash, jewelry and other small valuables. We also ask in the summer months if you could set your air conditioner at an appropriate temperature. If for some reason you do not want a particular room cleaned, please just leave a note and close the door of that particular room. For safety reasons, we ask that your children be supervised while our team and equipment are present in your home; however we prefer that no one is in the house while our cleaners are present.

# SECURITY ALARMS

If your home is equipped with a security system, please insure that it is in the "OFF" position or inform our office of the codes and input sequence before your scheduled cleaning. Please be sure to notify our office if this code changes.

## KEYS

Please ensure your home is accessible to us. Because your scheduled cleaning time may change each cleaning, we require proper access to your home. All keys and alarm codes will be maintained and used only for the day of cleaning. MMCS prefers that you have a lockbox on your home. MMCS is not liable for any damage or tampering that may occur to the lockbox or any lockbox failure.

## **SECURITY/ ENTRY**

Our policy is to lock the door while we are cleaning and to not allow access to unknown people. For safety reasons, please don't rely on our cleaning teams to let in workmen during the time we are in your home.

# WHAT MODERN MIRACLES CLEANING SERVICES WILL NOT DO

If we are specifically requested to dust/clean inside of a hutch/china cabinet, dust any computer equipment or wash dishes, client agrees not to hold MMCS or any of its employees responsible for damage to any article or component. MMCS is not responsible for damage due to faulty and/ or improper installation of any item. Examples would be: broken or improperly installed blinds, tiles, curtain rods, shelves, loose carpet etc. All surfaces (e.g. marble, granite, hardwood floors, etc.) are assumed sealed and ready to clean without causing harm. For safety reasons our cleaning teams are prohibited from using ladders and are instructed to wear shoes in your home. We have instructed our staff to leave certain items untouched; e.g., body fluids or excretions and litter boxes. If your pet has an accident or vomits, we are not responsible to clean it up. Our teams are advised to clean around these areas. Seasonal insect infestation can also be a problem and may prevent us from completely cleaning your home. If insects or rodents of any kind are encountered, we will not clean and call you ASAP regarding the problem; in this case you would still be liable to pay the agreed upon cleaning fee.

We do not clean inside curio cabinets. If you have other items you prefer we do not clean or

handle, please let us know ahead of time and we will arrange to avoid those items. Our team will not climb to clean objects, work on the outside of your home, move furniture or lift any objects over 10-15 pounds.

We do not provide any pet or children-related services, or empty diaper pails. The cleaning team will not pull out any appliances (for example a stove, fridge, washer/dryer) for you due to the possibility of causing floor damage. MMCS is not responsible for any alcoholic beverages left in the home.

## PETS

If you have pets, they must be secured at all times. Our teams are instructed not to enter a house if they believe an animal is a threat. In this case you would still be liable to pay the agreed upon cleaning fee. Please remember that pets may behave differently if a family member is not present.

## ACCIDENTS/DAMAGE

Because of the nature of our business, our staff is required to touch virtually everything in your home. We are as careful as possible; however, if something does get damaged while cleaning your home, our staff is instructed to call our office at once and to leave a note advising you of the incident. The office will also follow-up with a phone call or email to you to determine the best course of action. In the event an item is damaged or broken we reserve the option of repair or replacement. A dollar value of "one-of-a-kind" items destroyed must be demonstrated in order that a settlement may be determined.

## **JOB START/END TIMES**

Your cleaning session begins from the time we arrive on the premises, which includes unloading of our supplies and equipment from our vehicle, to the time we have finished cleaning, including the loading of supplies back into our vehicle.

# SCHEDULING & CANCELLATION POLICY

All cleaning times and schedules are the responsibility of the Homeowner. MMCS requires at least 48 hours notice if there is a change in the scheduling day or time. If our cleaners arrive during the requested cleaning day and time and they are turned away for ANY reason, or can not gain entrance for ANY reason, the homeowner would still be liable to pay the agreed upon cleaning fee. MMCS's Agreement with their cleaners specifies they will still be paid in full for that scheduled cleaning regardless if they cannot gain entrance. Future scheduled cleanings will remain unchanged unless you give us the change in writing via email.

# WEATHER

In severe weather, we may determine if it is not safe to travel and/or carry equipment and supplies to your home; therefore your cleaning service for that day will be cancelled and MMCS will not be held liable in anyway. If and when this occurs, we will reschedule in writing via email.

## SPECIAL REQUESTS

If you have special requests such as detailed refrigerator cleaning, self cleaning of oven, windows, laundry, etc., we will schedule the extra time needed to complete these tasks. These services are available for an additional charge. We can provide an over the phone estimate; however, we reserve the right to adjust the quote once we have arrived upon your property. Any alterations or changes from our "regular" cleaning checklist involving extra work, will be at an extra charge. Any "last minute/emergency" cleans are also an extra charge. Any extra charges must be approved in writing between you and MMCS before any extra work begins.

## SICKNESS

If you or someone in your home is sick (contagious) please contact our office so we can reschedule your cleaning.

# **PAYMENT POLICY**

Payment is due in full upon receipt of your invoice. In the event an account requires legal or collection action, client/homeowner agrees to pay all cost of collection without limitations for reasonable attorney fees, interest on past due amount, court costs, and all collection costs. We prefer payments to be made directly to Modern Miracles Cleaning Services via Certified Check, Money Order, major credit cards and/or PayPal.

## LATE FEE

Overdue payments are subject to a late fee of \$25.00 for accounts overdue by 30 days. In addition, interest will be charged at the rate of ten percent (10%) per annum on all overdue amounts accruing monthly.

## **COST OF YOUR CLEANING**

Before arriving to your home, MMCS will give you a quote in writing after an initial phone consultation. However, after the first or subsequent cleanings, if MMCS determines they need to adjust the cleaning fee higher, we will email you the new dollar amount. You have the option of not agreeing to the increase and void this Agreement.

# **CONTACTING US**

Email: modernmiraclescleaning@gmail.com; (760) 260-8414. If there is an emergency, please indicate on voice mail. Email is the preferred method.

# **EQUIPMENT AND SUPPLIES**

We provide our own cleaning supplies and equipment including vacuums, mops, and cleaning products. Should you choose to supply specific products for our employees to use then you agree to take responsibility for the outcome. Please have the cleaning product(s) available and your request for specific types of cleaning.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_(Client)

\_\_\_\_(Contractor)