



Contract for Commercial Cleaning

This contract is made between _____, (hereafter known as the Client) and **MATTA Residential & Commercial Cleaning Services, LLC** (hereafter known as the Contractor). The Client desires to have certain cleaning, housekeeping, and/or janitorial services, described below, and performed upon the Client's premises located at _____. Therefore, the parties hereby agree as follows:

1. Client shall grant Contractor access to the yard and its surroundings during regular business hours and other mutually agreeable times.

2. Client shall provide for Contractor's use in performance of this contract the following equipment and supplies: _____

3. Client shall pay Contractor \$_____ on the first day of each **(week or month)** for services to be performed during the rest of that **(week or month)**.

3.1 Client will pay a deposit of \$_____ to hold date and time agreed upon.

4. Services to be performed by Contractor include vacuuming of carpets and rugs; dusting and polishing of furniture and decorations; cleaning of bare floors, kitchen appliances, bathtub and/or shower stall, toilet, sinks, and water fixtures; and removal of trash from interior trash containers to outdoor Dumpster or other disposal container located on Client's premises.

5. Contractor shall begin performing services on ___/___/_____. Thereafter, services shall be performed on a schedule to which the parties agree.

6. **Limitations and exclusions of liability**

6.1 Nothing in these Terms and Conditions will:

(a) Limit or exclude any liability for death or personal injury resulting from negligence.

(b) Limit or exclude any liability for fraud or fraudulent misrepresentation.

(c) Limit any liabilities in any way that is not permitted under applicable law; or



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(d) Exclude any liabilities that may not be excluded under applicable law, and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.

6.2 The limitations and exclusions of liability set out in this Clause 6 and elsewhere in these Terms and Conditions:

(a) Are subject to Clause 6.1; and

(b) Govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

6.3 The Provider will not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

6.4 The Provider will not be liable to the Customer in respect of any loss of profits or anticipated savings.

6.5 The Provider will not be liable to the Customer in respect of any loss of revenue or income.

6.6 The Provider will not be liable to the Customer in respect of any loss of business, contracts or opportunities.

6.7 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

6.8 The liability of the Provider to the Customer under the Contract in respect of any event or series of related events shall not exceed the greater of:

(a) [Amount]; and

(b) [The total amount paid and payable by the Customer to the Provider under the Contract in the [12 month] period preceding the commencement of the event or events].

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7 Force Majeure Event

7.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract [(other than any obligation to make a payment)], that obligation will be suspended for the duration of the Force Majeure Event.

7.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- (a) Promptly notify the other; and
- (b) Inform the other of the period for which it is estimated that such failure or delay will continue.

7.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

8. Termination

8.1 The Provider may terminate the Contract by giving to the Customer [not less than 30 days'] written notice of termination [, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]]. The Customer may terminate the Contract by giving to the Provider [not less than 30 days'] written notice of termination [, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

OR

8.1 Either party may terminate the Contract by giving to the other party [not less than 30 days'] written notice of termination [, expiring [at the end of any [calendar month]] OR [after the end of the Minimum Term]].

8.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) The other party commits any [breach] OR [material breach] of the Contract [, and the breach is not remediable];



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(b) [the other party commits a [breach] OR [material breach] of the Contract, and the breach is remediable, but the other party fails to remedy the breach within the period of [30 days] following the giving of a written notice to the other party requiring the breach to be remedied]; or

(c) [The other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach)].

8.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

(a) The other party:

(i) Is dissolved;

(ii) Ceases to conduct all (or substantially all) of its business;

(iii) Is or becomes unable to pay its debts as they fall due;

(iv) Is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) An order is made for the winding up of the other party, or the other party passes a resolution for its winding up [(other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under the Contract)]; or

(d) [if that other party is an individual:

(i) That other party dies;

(ii) As a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or



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(iii) That other party is the subject of a bankruptcy petition or order.]

8.4 The Provider may terminate the Contract immediately by giving written notice to the Customer if:

(a) Any amount due to be paid by the Customer to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) The Provider has given to the Customer at least [30 days'] written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 13.4.

9. Effects of termination

9.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 8.2, 8.4, 11, 14, 15.2 and 18].

9.2 Except to the extent that these Terms and Conditions expressly provide otherwise, the termination of the Contract shall not affect the accrued rights of either party.

10. Status of Provider

10.1 The Provider is not an employee of the Customer, but an independent contractor.

10.2 The termination of the Contract will not constitute unfair dismissal; nor will the Provider be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

12. Notices

12.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.



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12.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 6 of the Statement of Work):

(a) [[delivered personally or sent by courier], in which case the notice shall be deemed to be received [upon delivery]]; or

(b) [sent by [recorded signed-for post], in which case the notice shall be deemed to be received [2 Business Days following posting]],

[Additional list items]

Providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

12.3 The addressee and contact details set out in Section 6 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 16.

13. **Subcontracting**

13.1 The Provider must not subcontract any of its obligations under the Contract without the prior written consent of the Customer [, providing that the Customer must not unreasonably withhold or delay the giving of such consent].

OR

13.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Contract[, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question].

13.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.



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14. **General**

14.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.

14.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

14.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

14.4 The Customer hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to [any successor to all or a substantial part of the business of the Provider from time to time] OR [any third party] [, providing that, if the Customer is a consumer, such action does not serve to reduce the guarantees benefiting the Customer under the Contract]. The Customer must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Customer's contractual rights or obligations under the Contract.

14.5 The Contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract is not subject to the consent of any third party.

14.6 The main body of these Terms and Conditions and the Statement of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

14.7 The Contract shall be governed by and construed in accordance with [English law].



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14.8 The courts of [Pennsylvania] shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

15. Photo Release

15.1 (the Client) grant permission and consent to **MATTA Residential & Commercial Cleaning Services, LLC** (the Contractor) for the use of the following photograph(s) as identified below for presentation under any legal condition, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content:

Before and after photos of Client's property where cleaning has taken place.

Describe Photo(s)

16. Payment

16.1 - I understand that there shall be no payment for this release

17. Royalties

17.1 - I understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

18. Revocation

18.1 - I understand that with my authorization below the photograph(s) may never be revoked

Applicable Law

This contract shall be governed by the laws of the State of Alabama in Tuscaloosa County and any applicable Federal Law.

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In witness to their agreement to these terms, the Client and Contractor affix their signatures below:

_____ Date _____
Signature of the Client

_____ Date _____
Signature of Contractor

OVERVIEW

DAILY

1. Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
2. Dust mop all hard and resilient floors.
3. Spot clean walls, light switches, and doors.
4. Sweep balcony stairway and vacuum traffic pattern areas. Remove obvious dirt and debris from around and under furniture, and in aisles between book stacks.
5. Clean public computer areas, removing trash and wiping down desk surfaces with disinfecting cleaner.

WEEKLY

1. Clean hard surfaces of all furniture and brush or vacuum upholstered furniture.

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2. Clean all interior doors and partition glass
3. Damp mop and shine all hard and resilient flooring, ceramic tile flooring and baseboard.
4. Dust all unobstructed desks, counters, furniture, filing cabinets, chairs, tables and tables horizontal surfaces including sills, ledges, moldings, shelves, etc., except bookshelves.
5. Sweep middle stairwell and east stairwell.

MONTHLY

1. Thoroughly dust all vertical surfaces and under surfaces of furniture (knee walls, chair, rugs, legs, table legs, etc.)
2. Dust all above hand height horizontal surfaces, including shelves, ledges, moldings, etc. AND book shelves.
3. Damp mop balcony stairway along with the middle and east stairwell
4. Sweep and damp mop the two elevator ceramic tile floors.

ENTRANCES, LOBBY, & MAIN CORRIDORS

DAILY

1. Empty wastebaskets and remove all trash to designated disposal area. Supply fresh liners for wastebaskets and spot clean walls, light switches and doors.
2. Clean both sides of glass main entry doors.
3. Dust mop all hard and resilient floors.
4. Sweep and remove litter from porch area and walkway (steps and ramp) to the front Entrance.

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5. Empty exterior trash baskets at main entrance, staff entrance and delivery entrance and replace liner.

WEEKLY

1. Damp mop and shine all hard and resilient flooring.
2. Clean display case glass, exterior information board and announcement board.
3. Dust horizontal surfaces, including shelves, ledges, moldings, etc.

MONTHLY

1. Thoroughly clean metal door thresholds.
2. Remove cobwebs in the atrium and on the iron gates, wet mop the atrium floor.
3. Wet mop slate floor surface and baseboards on first floor.

STAFF AND PUBLIC RESTROOMS

DAILY

1. Empty waste receptacles and remove all trash to designated disposal area. Supply fresh liners for waste receptacles. Fill all supply dispensers – towels, toilet paper, soap, etc.
2. Spot clean restroom walls, mirrors, light switches, and doors.
3. Sweep and wet mop using a disinfecting cleaner.
4. Clean all fixtures, commodes, urinal, washbasins and waste receptacles using a disinfecting cleaner.
5. Spot clean other surfaces and remove any graffiti present.

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WEEKLY

1. Damp wipes the full surface area of all stall partitions, doors, frames, and waste receptacles using a disinfecting, deodorizing cleaner.
2. Clean all mirrors.
3. Dust ventilation louvers in restroom doors.
4. Remove scale from the fixtures, commodes, urinals, and washbasins.
5. Check floor drains for sewer flies and odor and treat as needed.

DRINKING FOUNTAINS

DAILY - Clean drinking fountain basin, spout and push bar using a disinfecting cleaner.

WEEKLY -- Remove all scale and thoroughly disinfect entire fixture.

STAFF ROOM -- KITCHEN AREA

DAILY

1. Empty wastebaskets, remove all trash to disposal area and supply fresh liners for wastebaskets.
2. Spot clean walls, light switches, and doors.
3. Wipe down counter top, table, sink and fixtures with disinfecting cleaner.

WEEKLY

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1. Sweep ceramic floor and spot clean baseboards.
2. Clean and disinfect all waste receptacles.

MONTHLY

1. Mop and rinse ceramic floor.
2. Dust all horizontal surfaces, furniture, ledges, moldings, including top of refrigerator.

QUALITY STANDARDS

1. Frequency: Frequency requirements are minimum requirements. All tasks to be performed as frequently as specified and as needed to maintain a clean condition. For example, tasks that are designated "Daily" are to be performed at each visit.
2. General Standards: The achievement of the desired standard of cleanliness will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Contractor will remove any visible soil which is found as a result of inspection. For purposes of definition, absence of visible soil shall be as follows:
 - A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
 - B. Absence of litter and trash on floor and horizontal surfaces.
 - C. Absence of finger marks, spots and soil build-up on walls, partitions, doors, dividers, etc.
 - D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along baseboards, around door jambs, and around furniture and equipment legs and bases.
 - E. Absence of soil, scale and stain on restroom fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls, mirrors, ledges and drinking fountains.
 - F. Absence of soil, stain and scale on restroom floors and baseboards. Tile and grout maintained free of stain and buildup.

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- G. Absence of dust, lint and litter on upholstered furniture.
 - H. Absence of soil, litter, dust and encrustations on furniture and equipment surfaces and legs.
 - I. Absence of soil, litter, dust, and encrustation in urns, wastebaskets, and trash containers.
 - J. Absence of marks, spots, stains and streaks on glass and mirrors.
 - K. Absence of soil and dust on window blinds shades, sills, frames and ledges.
 - L. Absence of other visible soil and cobwebs on horizontal surfaces, including ceilings.
 - M. Absence of trash in building.
 - N. Absence of soil, litter, debris and spots on all carpets, mats, and floors.
3. Damp mopping: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment.
 4. Solid waste collection: All solid waste in the building shall be collected and removed to designated disposal areas. Waste container is emptied early a.m. on Monday and Thursday.
 5. Wet mopping: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, Baseboards and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use in restrooms and before use in any other area.
 6. Spot cleaning: Smudges, marks or spots shall be removed without causing discoloration of the surface.
 7. Dusting: Corners, crevices, moldings, and ledges shall be free of dirt, debris, and dust. Furniture will be dusted around computers.
 8. Furniture moving: When necessary for the Contractor to move furniture and furnishings, it will be done with extreme care and furniture returned to original positions.



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9. Graffiti removal: Graffiti shall be removed with the mildest cleaning agent possible. Contractor shall provide cleaning staff with a series of progressively stronger graffiti removal agents, and cleaning staff shall use the agents in series, progressing from mildest to strongest, stopping when graffiti is removed. Graffiti which cannot be removed without damage to the underlying finish shall be reported immediately to the Contract Manager.

10. Custodian's Closet: Closet shall be maintained in a clean, orderly and safe condition at all times.

11. Contractor's Equipment: Contractor's equipment shall be stored only in areas designated by the Contract Administrator. Equipment shall be stored in a clean, orderly and safe condition.

12. Materials and Equipment: The Contractor shall use cleaning products and equipment which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The Contract Administrator may require the Contractor to select an alternative cleaning product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes in the use being made of it. Cleaning products should be in clearly marked containers.

13. Level of care: Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Contractor shall restore to good condition any items damaged from lack of due care by Contractor employees.

