

## **CONTRACTOR AGREEMENT/CONTRACT**

This contract is hereby made by and between the Contractor, **“TRUTOUCH CLEANING SERVICES LLC”**, (hereinafter **“TRUTOUCH CLEANING SERVICES LLC”**.) and

\_\_\_\_\_, (Subcontractor).

Subcontractor agrees to furnish janitorial maintenance and/or cleaning services at a price payable by **“TRUTOUCH CLEANING SERVICES LLC”**, all work specified by **“TRUTOUCH CLEANING SERVICES LLC”**. to Customer account(s) as may vary from time to time during the effective term hereof, subject to the following terms and conditions:

### **TERMS AND CONDITIONS**

- A. **EFFECTIVE DATE:** This contract will commence upon its execution by the Contractor. And Subcontractor.
  
- B. **SCOPE OF WORK:** The subcontractor agrees to furnish all supervision and labor for and to provide said service to the Customer in an efficient and workmanlike manner. Services will be performed on the days and between the hours specified by the Customer. The subcontractor is required to furnish at his own expense all labor needed to provide for the specifications of the work;
  
- C. **CLEANING MATERIALS:** The subcontractor agrees to use cleaning materials and floor care products approved by the Customer and/or Contractor. for services to be performed under this Agreement/Contract and Material Safety Data Sheets (MSDS) must be kept on file;
  
- D. **PAYMENT:** Upon satisfactory completion of all required Services by the Subcontractor, the Subcontractor must submit an invoice to TRUTOUCH CLEANING SERVICES LLC. Subcontractors will be paid when the Contractor has reviewed and processed said invoice. If an invoice is not received, the contractor will not be responsible for payment;
  
- E. **EQUIPMENT:** In the event that the Subcontractor uses equipment provided by the contractor the Subcontractor agrees to pay the subcontractor, \$0 a month for equipment usage. The subcontractor agrees to be held responsible for charges, including but not limited to, parts, labor, and transportation, incurred by the contractor in maintaining and repairing equipment due to neglect, abuse, and/or improper maintenance.
  
- F. **INSURANCE:** Subcontractor will obtain prior to commencing service delivery, at least the minimum coverage as specified herein. Said insurance is to be paid for and kept in force by the Subcontractor throughout the effective term of this Agreement/Contract. The subcontractor is required to provide

evidence of insurance coverage endorsed as specified herein to the subcontractor. upon execution of this Agreement/Contract. Lapse of coverage at any time will result in an 8% charge per policy lapse per pay period until proof of coverage is provided; the Subcontractor is required to name the contractor, as Additional Insured on Insurance Policies, and the Policies are to be endorsed showing the contractor, as an Additional Insured. Failure to provide proper insurance as defined below or to name TRU TOUCH CLEANING SERVICES LLC, as Additional Insured will be considered grounds for immediate termination of the contract.

1. GENERAL LIABILITY: Commercial General Liability or Comprehensive General Liability insurance, on "occurrence" form, having a combined single limit coverage of not less than \$1,000,000, or more as may be required by the Customer, and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Subcontractor against liability arising out of the business operations of Subcontractor and the service(s) to be performed under this Agreement/Contract.
  2. The subcontractor agrees that should aggregate liability be reduced due to loss of claims, such aggregate limits will be restored to the minimum stated in the provision. The coverage's provisions and limitations of the policy will not limit the liability of the Subcontractor. If in the reasonable opinion of TRU TOUCH CLEANING SERVICES LLC. the amount of liability coverage required is not adequate, or specific Customer requirements raise such limits, the Subcontractor will increase said insurance limit as required by the Customer and/or TRU TOUCH CLEANING SERVICES LLC.; Subcontractor agrees to carry general liability for floor waxing and to include floor waxing in the description of operations on the certificate
  3. AUTOMOBILE LIABILITY: Combined single limit of not less than \$300,000.00, which will include all owned motor vehicles, non-owned motor vehicles, and hired motor vehicles and will insure against death or injury to persons and property damage caused by Subcontractor in the course and scope of providing services;
  4. WORKERS COMPENSATION: Workers Compensation insurance and/or Employers Liability insurance in an amount not less than \$100,000.00 for each state in which Subcontractor and/or his employee(s) will be engaged in any work under this Agreement/Contract, even if such is not required by law;
  5. BLANKET FIDELITY BOND: Fidelity Bond against liability for theft in the amount of \$2,500.00 or higher, for any theft, at the request of the Customer or TRU TOUCH CLEANING SERVICES LLC.
  6. All policies of insurance required under this paragraph (F) will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to TRU TOUCH CLEANING SERVICES LLC. The policies of insurance for General and Motor Vehicle Liability will name TRU TOUCH CLEANING SERVICES LLC. as an additional insured, will be and so state that it is primary and that TRU TOUCH CLEANING SERVICES LLC. will incur no liability.
- G. HOLD HARMLESS AGREEMENT: Subcontractor shall defend, indemnify, and hold harmless TRU TOUCH CLEANING SERVICES LLC, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a

court of law or by administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Subcontractor, its personnel, agents, employees, contractors, or volunteers in connection with or arising out of Subcontractor's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to "your company" for all legal expenses or costs incurred by it.

- H. INJURIES: The subcontractor will notify TRUTOUCH CLEANING SERVICES LLC. promptly of injuries and damage to persons or property in any way arising out of, or in the course and scope of performance of services under this Contract and no settlement or payment of any claim as to which TRUTOUCH CLEANING SERVICES LLC. may be charged with obligation for any payment as reimbursement shall be made by the Subcontractor without "your company". prior written approval;
  
- I. TERMINATION OR CANCELLATION: Unless sooner terminated in accordance with this Agreement, this Agreement shall have an initial term as set forth herein and shall thereafter be extended until terminated at any time by either party by giving written notice to the other party not less than fifteen calendar days prior to the effective date of the termination. The foregoing notwithstanding," TRUTOUCH CLEANING SERVICES LLC. may terminate this Agreement without cause at any time even during the initial term by giving fifteen (15) days prior written notice to Subcontractor.

TRUTOUCH CLEANING SERVICES LLC. may also terminate this Agreement for cause at any time in the event Subcontractor, in its sole discretion, fails to perform or otherwise breaches this Agreement. Such failure or breach may include, but not be limited to any failure by the Subcontractor to provide any of the services when scheduled, any failure by the Subcontractor to provide a sufficient number of adequately trained and documented personnel to perform services when scheduled, or any failure by the employees or agents of Subcontractor to observe applicable regulations.

TRUTOUCH CLEANING SERVICES LLC. sole obligation to the Subcontractor upon the termination of this Agreement shall be to pay the Subcontractor for such services as the Subcontractor can document, to the satisfaction of TRUTOUCH CLEANING SERVICES LLC, were actually provided prior to the date of termination in accordance with this Agreement, less any amounts due and payable by Subcontractor to TRUTOUCH CLEANING SERVICES LLC. hereunder.

Further, this Contract may be terminated by TRUTOUCH CLEANING SERVICES LLC. with notice and by any means if any of the following occurs:

Subcontractor fails to perform Services to the satisfaction of TRUTOUCH CLEANING SERVICES LLC. and/or Customer, and Subcontractor fails to correct problems within a reasonable time frame as established by TRUTOUCH CLEANING SERVICES LLC.;

- Subcontractor violated any provision of the Contract.
  - Upon death or inability of Subcontractor to perform services as required.
  - Subcontractor assigns the Contract.
  - This Contract will be terminated automatically upon the cancellation of TRUTOUCH CLEANING SERVICES LLC. Customer Service Contract.
- J. CONSENT OF SUBCONTRACTOR: Subcontractor agrees to furnish TRUTOUCH CLEANING SERVICES LLC. a signed statement from the Subcontractor and each employee or agent of the Subcontractor who performs services for TRUTOUCH CLEANING SERVICES LLC. customer(s) to the effect that (1) TRUTOUCH CLEANING SERVICES LLC. may verify that said Subcontractor, employee, or agent, consents in advance to a reasonable search of his person and property when leaving TRUTOUCH CLEANING SERVICES LLC. Customers premises.
- K. LAW GOVERNING: It is agreed that the validity, performance, interpretation, and effect of this Agreement/Contract will be governed by the laws of MINNESOTA;
- L. RESTITUTION CLAUSE: Subcontractor agrees in proven cases, subsequent to a conviction for theft, to make full restitution to TRUTOUCH CLEANING SERVICES LLC. and/or its customer(s) at full retail replacement cost to TRUTOUCH CLEANING SERVICES LLC, on behalf of the Subcontractor, his employees, or agents;
- M. HOLD HARMLESS AND INDEMNIFICATION: Subcontractor agrees to indemnify Contractor and its' Customer(s) against and hold them harmless for all claims, suits, proceedings, damages, judgments, and settlements of any nature for property damages and loss, bodily injuries, and death caused by an act of omission or negligence (ascertained by a competent court of law within the jurisdiction in which the Contract is consummated), of Subcontractor, its agents or employees, and to defend at Subcontractor's expense such as claims, suits, and proceedings, including payment of the court costs, attorney's fees, and all other expenses arising out of the performance of this Agreement/Contract;
- N. INDEPENDENT SUBCONTRACTOR: Subcontractor will comply with any and all Customer(s) procedures or requirements, in performing any and all Customer(s) procedures or requirements, in performing services specified. The Subcontractor will be fully responsible for and will perform all such services as an independent contractor only, not as an agent, employee, or co-venture with TRUTOUCH CLEANING SERVICES LLC.;

- O. DEDUCTIONS FROM PAYMENTS: Subcontractor agrees that all expenses incurred, credit extended, or payments made by TRUTOUCH CLEANING SERVICES LLC. on behalf of the Subcontractor including but not limited to advanced service payments, equipment and/or supply costs, surcharges, and penalties incurred for whatever reason, lease payments, and product purchases may be deducted by TRUTOUCH CLEANING SERVICES LLC. from any payments earned by the Subcontractor under this Agreement/Contract.
- P. CONFIDENTIALITY: Subcontractor acknowledges and understands certain confidential and proprietary business and trade secrets of TRUTOUCH CLEANING SERVICES LLC. may become known to the Subcontractor only because of this which such confidential and proprietary business information is of great value to TRUTOUCH CLEANING SERVICES LLC., the unauthorized use or disclosure of which will cause irreparable harm to TRUTOUCH CLEANING SERVICES LLC. Therefore, the Subcontractor agrees and covenants, because of the Subcontractor's access to and knowledge of TRUTOUCH CLEANING SERVICES LLC. confidential customers and accounts list, its techniques, systems, methods, technical information, and other information of a confidential nature, never to reveal to others or use itself, except as may be expressly authorized to perform this Contract. Any such confidential or proprietary business information of TRUTOUCH CLEANING SERVICES LLC. and Subcontractor undertakes for itself and all those acting on its behalf to keep and maintain such information in strict confidence both during the term of this Agreement/Contract and after its expiration or termination.
- Q. NON-COMPETITION: Subcontractor agrees and covenants, because of his access to and knowledge, acquired solely because of this Contract, of TRUTOUCH CLEANING SERVICES LLC. customer(s) and accounts, and other confidential business information related thereto, that shall not, during the effective term of this period, or for twenty-four (24) months after its termination of every other contract that Subcontractor will have executed with TRUTOUCH CLEANING SERVICES LLC., whichever termination date shall last occur, either directly or indirectly, in any individual, representative or participatory capacity whether as an owner, stockholder, partner, joint ventures, employer, employee, director, agent or any other capacity, solicit or interfere in any way with any Customer account then being serviced by TRUTOUCH CLEANING SERVICES LLC. or which was a customer account at any time during the term of Subcontractor's contracts. Further, the Subcontractor agrees that if any such TRUTOUCH CLEANING SERVICES LLC. customer(s) accounts are or were part of a multi-location business the covenants and undertakings made given by the Subcontractor under this paragraph, will apply to all customer locations in each and every district, area, or zone then serviced by TRUTOUCH CLEANING SERVICES LLC.;
- R. REMEDIES FOR BREACH OF CONFIDENTIALITY AND NONCOMPETITION: The subcontractor does hereby acknowledge that money alone would not adequately compensate TRUTOUCH CLEANING SERVICES LLC. for the damage to its business because of the breach by Subcontractor, therefore, agrees that in the event of any such breach, TRUTOUCH CLEANING SERVICES LLC., in addition to all other remedies available to it at law in equity, will be entitled to injunctive relief for the enforcement thereof.

- S. ENFORCEMENT: If any notice or other agreed-upon time of any provision hereof will be held by a court of competent jurisdiction to be inconsistent with a legally accepted period then such stated time will be deemed amended to bring it into conformity with the law and the provision will be valid and enforceable as amended.
- T. IDENTITY OF PARTIES: All information such as names, dates, locations, addresses, and other pertinent information needed for completion and continuity of the Agreement/Contract, is set forth below and is incorporated by reference herein.
- U. COMPLIANCE CERTIFICATION BY SUBCONTRACTOR: The subcontractor certifies that it has complied with all the rules and regulations set forth by all local, state, and federal agencies regarding operating its business. In addition, the Subcontractor certifies that it has, nor will it discriminate based on race, religion, national origin, or legal immigration status, in its hiring practices.
- V. **SUBCONTRACTOR FURTHER CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE AND ABILITY IT HAS FULLY COMPLIED WITH I-9 REGULATIONS IN THE HIRING OF ITS EMPLOYEES AND SUBCONTRACTOR WILL CONTINUE TO DO SO THROUGHOUT THE DURATION OF ITS ASSOCIATION WITH TRUTOUCH CLEANING SERVICES FAILURE TO PROVIDE PROPER DOCUMENTATION WILL BE CONSIDERED AS GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT.**

**IN WITNESS WHEREOF**, TRUTOUCH CLEANING SERVICES LLC, USA., a/k/a TRUTOUCH CLEANING SERVICES LLC., and Subcontractor have caused this Contract to be executed in \_\_\_\_\_ County, Minnesota, as of this \_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

By: \_\_\_\_\_  
(Authorized signature)

Title: \_\_\_\_\_

**SUBCONTRACTOR:**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed name) (Signature)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_