

CLEANING SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between _____
_____ (hereinafter "Customer") and MTZ
Cleaning Services, LLC (hereinafter "MTZ").

RECITALS

- A. MTZ, an Arkansas Limited Liability Company, is a commercial and residential cleaning services company. MTZ is licensed, insured, and bonded.
- B. Customer desires to have MTZ perform certain specified cleaning services during the duration of this Agreement.
- C. MTZ desires to provide such services in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT DURATION AND TERMINATION

The initial term of the Agreement shall be

- _____ ONE (1) YEAR
- _____ TWO (2) YEARS
- _____ THREE (3) YEARS

from the date hereof (the "Initial Term"). Thereafter, the Agreement shall automatically renew for additional renewal terms identical to the original term and will continue in effect on an extended term basis until terminated in accordance with the terms of this Section unless written notice is given by Customer to MTZ at least thirty (30) days prior to the expiration of the Initial Term or any subsequently renewed term.

The Company and Customer expressly agree that they will work together to resolve any contractual disagreements or issues which may arise during the term of this Agreement. It is the express intent of the parties to work together for their mutual success and growth.

Should Customer terminate this Agreement prior to the expiration of the current term, Customer expressly agrees to pay to MTZ a penalty equal to Twenty percent (20%) of the value of the remaining agreed upon services that would have been performed through the end of the current term.

SERVICE LOCATION

MTZ will provide cleaning services for Customer as pertains to the following property owned, operated, leased, and/or managed by Customer:

SCOPE OF SERVICES AND FEES

Customer requests the following:

<u>Services</u>	<u>Price</u>
____ Office Cleaning: Weekly / Bi-Weekly / Monthly / Other _____	\$ _____
____ Apartment Cleaning: Weekly / Bi-Weekly / Monthly / Other _____	\$ _____
____ Post Renovation Cleaning: Weekly / Bi-Weekly / Monthly / Other _____	\$ _____
____ Estate Cleaning: Weekly / Bi-Weekly / Monthly / Other _____	\$ _____
____ Real Estate Cleaning: Weekly / Bi-Weekly / Monthly / Other _____	\$ _____
____ House Cleaning: Weekly / Bi-Weekly / Monthly / Other _____	\$ _____
____ Deep Green Cleaning:	\$ _____

Weekly / Bi-Weekly / Monthly / Other _____

_____ Move In/Out Cleaning: \$ _____

Weekly / Bi-Weekly / Monthly / Other _____

_____ Post-Construction Cleaning: \$ _____

Weekly / Bi-Weekly / Monthly / Other _____

_____ Special Event Cleaning: \$ _____

Weekly / Bi-Weekly / Monthly / Other _____

SERVICE POLICIES

Customer agrees to MTZ Service Policies attached to this Agreement as “Exhibit A” and made apart hereof.

PAYMENT TERMS

All payments are due at the time the service is scheduled. MTZ reserves the right to deny service for any services not paid in advance.

MTZ may adjust its rates for services (the “MTZ Rates”) annually by providing written notice to Customer no later than thirty (30) days prior to the end of the current calendar year. The amended MTZ Rates shall apply to the following calendar year. In the event MTZ does not provide written notice of amended rates within such time period, the MTZ Rates for the previous calendar year shall apply.

UNAVOIDABLE EVENTS

In no event shall MTZ have any liability to Customer for any failure in performance, which results from or is due to, directly or indirectly and in whole or part, any causes or circumstances outside the reasonable control of MTZ. Such causes and circumstances shall include, but are not limited to: acts of God, of nature, or of the Customer.

DAMAGES

In the event MTZ, through its employees, contractors, and/or agents, causes any damage to Customer’s property during the performance of any agreed upon services for the benefit of Customer, MTZ’s liability for damages shall be limited to the lesser of the fair market value of necessary repairs or fair

market value of the property prior to said damage.

WAIVER

A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party and shall be limited to the particular instance. Said waiver shall not necessarily be deemed a waiver of any other term or condition of this Agreement.

GOVERNING LAW

This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arkansas. No subsequent amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by all parties involved.

JURISDICTION AND VENUE

Personal jurisdiction and venue for any arbitration or litigation shall be Pulaski County, Arkansas.

ADDITIONAL INSTRUCTIONS

ENTIRE AGREEMENT

This Agreement supersedes any prior written or verbal understandings or contracts between the parties and the existence of any such agreements are hereby merged into this Agreement.

This Agreement shall inure to the benefit of and be binding upon the heirs, assigns, representatives and successors of each party.

ACKNOWLEDGED AND AGREED TO this _____ day of _____, 20____ :

CUSTOMER:

Signature

Name of Authorized Signer for Customer

Company Name

Address

Telephone Number

MTZ:

Heriberto "Erick" Martinez-Martinez
MTZ Cleaning Services, LLC
2513 McCain Blvd, Suite 300
North Little Rock, AR 72116

EXHIBIT A
MTZ Cleaning Services -Service Policies

1. Occupants are asked to temporarily move to other rooms in the home, if possible, while the room they are occupying is being cleaned by our staff.
2. We will not clean a home that has unsupervised children at the home at any time during the scheduled appointment time.
3. We will not operate any vehicle due to liability and/or insurance reasons. We're confident our customers understand this very important policy as it relates to vehicle operation.
4. Employees are not allowed to do side work at a customer's home, for obvious reasons. Please report to our company any requests by employees for additional work. This is very important because any employees working at your home "off the clock" are not covered and will not be covered by our insurance or workers compensation, they are not insured or responsible for damage to your home or possessions, and they are not bonded for theft.
5. Payment is due at the time of service. We accept cash, checks, or money orders. Please contact one of our office staff for further information if you would like to use PayPal for credit card transactions. We charge a \$35.00 fee for any check returned as NSF (Non Sufficient Funds) or Account Closed.
6. Regarding pets, we do not mind them roaming the house because we love pets! However, for the protection of our staff and your pets, we request that any pet which may become nervous or aggressive during our cleaning visits be either kenneled, restrained to a room in which we will not be cleaning, or kept outside in a fenced area that our staff will not have to enter.
7. Special services such as vacuuming window treatments, cleaning a guest bedroom, etc. can usually be performed along with your regular cleaning. There may or may not be a small fee depending on the task involved. If there is an additional fee, we will simply communicate it to you prior to that visit. Tasks requiring more than 15 additional minutes will need to be scheduled.
8. Regarding cleaning products and equipment, we will provide all the necessary equipment and cleaning supplies for the job. If you prefer a product that we do not stock, you are welcome to leave it on the kitchen counter and we will be happy to use that product. A waiver of responsibility must accompany these products.
9. If a scheduled cleaning is skipped at the customer's discretion, then the next cleaning service will be billed at a higher rate because the house will require additional time to clean. Additional fees will be determined on a case-by-case basis and agreed upon before any cleaning services will be provided.

EXHIBIT A
MTZ Cleaning Services -Service Policies

10. During inclement weather, we reserve the right to cancel and reschedule the cleaning appointment to ensure the safety of our staff at all times. Generally, we will follow the local school's inclement weather policy for any particular date in our service area.

11. For our customer's peace of mind, we do not sell or share any residential addresses, e-mail addresses, names, or telephone numbers with any other company or organization.