

Service Agreement

This Housekeeping Agreement is made effective as of _____ by and between _____ (Client) of _____ and Ruidoso Cleaning Services, LLC ("Ruidoso Cleaning Services,") of 127 Horton Cir., Ruidoso, New Mexico 88345.

JOB DESCRIPTION. Beginning on August 28, 2017, Ruidoso Cleaning Services, will provide the following Housekeeping services (collectively, the "Services"):

- Empty wastebaskets
 - Replace liners as needed
 - General mopping and cleaning
 - Replenish paper supplies in all rest rooms as needed
 - Mop and vacuum main corridors as needed
 - Turn off lights and lock doors when leaving after hours
 - Wipe down all walls as needed
 - Pledge or dust all wood trim
 - Dust all horizontal and vertical surfaces
 - Vacuum all carpet and are rugs
 - Clean water fountains
 - Sanitize all bathroom walls, floors, and fixtures
 - Report all damages or items needing repair to the Owner
 - Damp clean all light fixtures
 - Clean all air vents and grills
 - Wash and put away dishes - Make beds and change bed linens.
 - We offer Eco Friendly Cleaning.
1. RCS Platinum Package. 8 hours of service. Price \$550.00.
 2. The RCS Gold Package. 4 hours of service. Price \$250.00.
 3. The RCS Silver Package. 2 hours of service. Price \$125.00

Another Specialty Services we have much experience in are...upkeep, minor repairs, clogged toilets, sinks, touch up painting and things of this nature. Price may vary but we have not had to charge over an hour. Ask about our residential landscaping service. No set fee.

In addition to the services above, Ruidoso Cleaning Services, will also provide any additional services as assigned and requested.

All services duties shall be performed without disturbing B, guests, or other persons or individuals occupying the premises.

All Services included in this Agreement will be completed at _____

INSPECTION OF WORK. B retains a general power of inspection of results for determining that the contracted work is completed according to the terms and conditions agreed between the parties. This general power includes the right to inspect, the right to stop the work, the right to make suggestions or recommendations as to the details of the work and the right to prescribe alterations or deviations in the work.

PAYMENT. Payment shall be made to Ruidoso Cleaning Services, LLC, Ruidoso, New Mexico 88345, in the amount of _____ upon completion of the services described in this Agreement.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 3.4 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. B shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if B fails to pay for the Services when due, Ruidoso Cleaning Services, has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

We accept PayPal, credit cards, checks, and cash.

TERM. This Agreement will remain in effect for a period of 35 days.

HOURS OF WORK. The services described herein should be performed a 5 day a week with certain tasks requiring more frequency than others. Ruidoso Cleaning Services, is responsible for establishing a set work schedule. However, the services performed by Ruidoso Cleaning Services, shall be performed to avoid inconvenience guests or other individuals or persons utilizing the premises. B

HIRING, SUPERVISING, AND PAYING ASSISTANTS.

Ruidoso Cleaning Services, may indicated and shall secure any or all permits that may be required to perform the work herein contemplated. Ruidoso Cleaning Services, shall exercise full and complete authority over any hired personnel, shall comply with all Worker's

Compensation, employer's liability and other federal, state and municipal laws, ordinances, rules, and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholding or other deductions from the compensation paid their personnel as may be required by any federal, state, county, or municipal laws, ordinances, rules, or regulations.

FURNISHING OF EQUIPMENT. Ruidoso Cleaning Services, shall provide for their own equipment and materials necessary for performance of this Agreement. Ruidoso Cleaning Services, may purchase and/or lease and/or use any equipment and materials from B with the consent of B.

INSURANCE. Ruidoso Cleaning Services, at its own cost and expense, shall procure and maintain throughout the term of this agreement a workers' compensation insurance policy for the protection of its employees engaged in work under this Agreement. employ and direct such personnel as they require to perform the contracted work as herein indicated and shall secure any or all permits that may be required to perform the work herein contemplated. Ruidoso Cleaning Services, shall exercise full and complete authority over any hired personnel, shall comply with all Worker's Compensation, employer's liability and other federal, state and municipal laws, ordinances, rules, and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholding or other deductions from the compensation paid their personnel as may be required by any federal, state, county, or municipal laws, ordinances, rules, or regulations.

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CONFIDENTIALITY. Ruidoso Cleaning Services, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Ruidoso Cleaning Services, or divulge, disclose, or communicate in any manner, any information that is proprietary to B. Ruidoso Cleaning Services, and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Ruidoso Cleaning Services, will return to B all records, notes, documentation and other items that were used, created, or controlled by Ruidoso Cleaning Services, during the term of this Agreement.

INDEMNIFICATION. Ruidoso Cleaning Services, agrees to indemnify and hold B harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against B that result from the acts or omissions of Ruidoso Cleaning Services, and/or Ruidoso Cleaning Services employees, agents, or representatives.

WARRANTY. Ruidoso Cleaning Services, shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Ruidoso Cleaning Services, community and region, and will provide a standard of care equal to, or superior to, care used by Ruidoso Cleaning Services, like Ruidoso Cleaning Services, on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term

Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders regarding the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New Mexico.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATORIES. This Agreement shall be signed on behalf of _____ and on behalf of Ruidoso Cleaning Services, by Eric M Hale, Manager and effective as of the date first above written.

By: _____

Ruidoso Cleaning Services,
Ruidoso Cleaning Services, LLC

By: _____

Eric M Hale
Manager