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HOUSEKEEPING SERVICE AGREEMENT

State of Alabama

BACKGROUND:

This Housekeeping Agreement is made by and between the following Parties:

of

-AND-

of

I. JOB DESCRIPTION.

1. Beginning on _____, _____ will provide the following housekeeping services, known going forward as the "Services":

- a. Emptying wastebaskets
- b. Replacing trash can liners as needed

- c. Sweeping and mopping floors
- d. Washing windows
- e. Sanitizing all bathroom surfaces and fixtures
- f. Dusting furniture
- g. Vacuuming
- h. Cleaning all air vents
- i. Steam cleaning carpets as needed
- j. Waxing floors
- k. Washing and putting away dishes
- l. Making beds and changing bed linens
- m. The following additional duties:

2. In addition to the services described above, _____ shall also provide any additional housekeeping services as assigned and requested.

3. All housekeeping duties shall be performed without disturbing or unduly inconveniencing _____, guests, or other individuals occupying the premises.

4. All Services included in this Agreement will be completed at the following location:

II. WORK INSPECTION.

5. _____ retains a general right to inspect the results of the Services for the purposes of determining whether the contracted for work has been completed sufficiently according to the terms and conditions agreed upon between the Parties. This general power includes the rights to inspect, stop the work, make recommendations as to the details of the work, and to prescribe alterations or deviations in the work.

III. PAYMENT.

6. Payment shall be made to _____ in installment payments of \$2 (two US dollars) each week.

7. For any payment that is not paid within 3 days of its due date, the Client shall pay a late fee of \$2 (two US dollars).

8. In addition to any other right or remedy provided by law, if the Client fails to pay for the Services when due, the Housekeeper 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.

IV. WORK HOURS.

9. The Services described herein shall be performed with the following frequency:

10. Some tasks may require greater frequency than others. The Housekeeper is responsible for creating a cleaning schedule that will sufficiently complete the Services in a reasonable manner.

11. The Services performed by the Housekeeper shall be performed so as to avoid inconveniencing the Client, their guests, and any other individuals uses the premises whenever possible and reasonable.

V. TERM.

12. This Agreement will terminate automatically on _____.

VI. HIRING AND SUPERVISION OF ASSISTANTS.

13. The Housekeeper may 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 in order to perform the work herein contemplated.

14. The Housekeeper 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 the Services described herein 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.

VII. FURNISHING EQUIPMENT.

15. The Housekeeper shall provide for their own equipment and materials necessary for performance of this Agreement.

VIII. WORKER'S COMPENSATION INSURANCE.

16. The Housekeeper, at their own expense and cost, shall procure and maintain throughout the term of this Agreement a worker's compensation insurance policy for the protection of its employees engaged in work under this Agreement.

IX. CONFIDENTIALITY.

17. The Housekeeper, and their employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Housekeeper, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client 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.

18. Upon termination of this Agreement, the Housekeeper will return to the Client all records, notes, documentation and other items that were used, created, or controlled by the Housekeeper during the term of this Agreement.

X. INDEMNIFICATION.

19. Client agrees to indemnify and hold Housekeeper harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Client that result from the acts or omissions of Housekeeper and/or Housekeeper's employees, agents, or representatives.

XI. WARRANTY.

20. Housekeeper shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendation for performing the services which meet generally acceptable standards in Client's community and region, and will provide a standard of care equal to, or superior to, care used by Housekeeper on similar projects.

XII. DEFAULT.

21. 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.

XIII. REMEDIES.

22. In addition to any and 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.

23. This notice shall describe with sufficient detail the nature of the default.

24. The Party receiving such notice shall have 7 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 period shall result in automatic termination of this Agreement.

XIV. FORCE MAJEURE.

25. 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.

26. 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, strikes, lock-outs, or work stoppages.

27. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

28. 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.

XV.

XVI. SEVERABILITY.

29. 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.

30. 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.

XVII. AMENDMENT.

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

XVIII. GOVERNING LAW.

32. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XIX. NOTICE.

33. 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 of this Agreement or to such other address as one Party may have furnished to the other in writing.

XX. WAIVER OF CONTRACTUAL RIGHTS.

34. 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.

EXECUTION:

_____, Representative of _____

Date

_____, Representative of _____

Date