

Emerald Bay Homeowners Association
12796 Emerald Bay Drive
Soddy Daisy, TN 37379

Clubhouse Cleaning Service Contract

This Contract is made and entered into on _____, by and between _____ (the "Cleaning Service"), whose address is _____ and the Emerald Bay Homeowners Association (the "Customer"), whose address is Emerald Bay Homeowners Association, 12796 Emerald Bay Drive, Soddy Daisy, TN, 37379.

In consideration of the mutual promises and agreements contained herein, the Customer hires the Cleaning Service, and the Cleaning Service agrees to work for the Customer, under the terms and conditions hereby agreed to by the parties named above for the calendar year _____ from the date of the contract to December 31:

SECTION 1: WORK TO BE PERFORMED

- 1.1 **Term:** the Customer agrees to contract with the Cleaning Service to perform the services and work as stated in section 1.2 of this Contract during calendar year.
- 1.2 **Duties:** the Cleaning Service agrees to perform the activities and services for the Customer set forth in Addenda 1 and 2 to this contract.
- 1.3 **Contract Dates:** the activities and services defined under section 1.2 shall be performed starting the first week of the calendar year until the last week of the calendar year unless extended by the Customer, in his/her discretion.
- 1.4 **Liquidated Damages:** the following shall be construed as liquidated damages only and shall not in any way be deemed a penalty, but only a reasonable estimate of either the anticipated or the actual loss from breach of this Agreement. In the event the work is not performed in a timely manner as specified herein, the Customer shall be entitled to deduct 25% of the monthly pay per week from the compensation due the Cleaning Service as liquidated damages.

SECTION 2: COMPENSATION

- 2.1 **Compensation:** In consideration of all services to be rendered by the Cleaning Service to the Customer, the Customer shall pay to the Cleaning Service the sum of \$_____ per month for performing the duties as specified in Section 1.2 of this contract. Said compensation shall be paid monthly upon full completion of duties, for the duration of the contract.
- 2.2 **Withholding:** Cleaning Service is an independent contractor and shall be responsible for his/her own income taxes, worker's compensation, and other employment taxes.

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SECTION 3: INDEPENDENT CLEANING SERVICE STATUS

3.1 The Cleaning Service acknowledges that he/she is an independent Cleaning Service and is not an agent, partner, joint venture nor employee of the Customer. Cleaning Service shall have no authority to bind or otherwise obligate the Customer in any manner nor shall Cleaning Service represent to anyone that it has a right to do so.

SECTION 4: MISCELLANEOUS PROVISIONS

4.1 Emerald Bay Homeowners Association will pay for all cleaning supplies and equipment necessary to complete the cleaning duties as outlined in Addenda 1 and 2 of this contract and this can be accomplished in either of two ways, upon agreement of the two parties.

1. The Cleaning Service may obtain and be reimbursed for such cleaning supplies and equipment. A request for reimbursement shall be accompanied by a receipt identifying individual items, and is contingent upon approval of the Clubhouse and Pool Maintenance Committee (the "Committee") to ensure that the items are necessary and remain the property of EBHOA.
2. Alternatively, the Cleaning Service will notify the Committee of supplies and/or equipment needed and the Committee will obtain and maintain an inventory of such supplies and equipment for use by the Cleaning Service in performance of duties.

4.2 The Customer may terminate this Agreement if Cleaning Service fails or refuses to comply with the policies or reasonable directives of the Customer, is guilty of serious misconduct in connection with his/her/their performance hereunder, or materially breaches any provisions of the Agreement. The Customer may at any time and in its sole discretion terminate the engagement of the Cleaning Service immediately and without prior written notice to the Cleaning Service.

4.3 The Cleaning Service shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her/their duties hereunder, without the express prior written consent of the Customer. If such consent is given to cover in the absence of the Cleaning Service, the Cleaning Service will be responsible for paying that person for their portion of time expended.

4.4 The Chairman of the Clubhouse Maintenance Committee or his/her designated representative shall be the point of contact between the Customer and the Cleaning Service.

Signed for the Cleaning Service:

Signed for the Customer:

Name

Name

Date

Date

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Addendum 1: Cleaning Requirements (monthly) for the EBHOA Clubhouse

Objective: A general cleaning of the restrooms, kitchen and open area should take place once a month. The day chosen should remain the same each month if possible, unless the clubhouse is rented. Coordination of this exception should take place between the Cleaning Service and the chairman of the Clubhouse Maintenance Committee or his/her designated representative.

A follow-up inspection should take place after performance of (at minimum) the following items:

1. Restrooms:
 - a) Clean, disinfect and shine toilets.
 - b) Wipe down doors.
 - c) Clean, disinfect and shine sink and fixtures.
 - d) Replace garbage container liners as necessary.
 - e) Clean and shine mirrors and frames.
 - f) Wipe down light fixtures.
 - g) Mop and sanitize floors.
2. Kitchen Area:
 - a) Wipe down counter tops and shine chrome areas around sink.
 - b) Wipe down range and clean inside as necessary.
 - c) Wipe down refrigerator inside and out.
 - d) Vacuum or sweep and mop floors.
 - e) Wipe down the front of cabinets
 - f) Change garbage liners as necessary.
 - g) Clean and shine microwave.
3. Meeting Area:
 - a) Wipe down window sills.
 - b) Vacuum or sweep and mop floors.
 - c) Wipe down fireplace mantle.
 - d) Vacuum rugs at entrance.
4. Front and rear of Clubhouse:
 - a) Sweep and clean front and rear porches.
 - b) Clean any spider webs from windows and doors.
 - c) Sweep front sidewalk.
 - d) Spray wasp/hornet nests as necessary.

Twice a year, this monthly cleaning is to be supplemented by a more thorough cleaning, as detailed in Addendum 2.

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Addendum 2: Cleaning Requirements (biannual) for the EBHOA Clubhouse

Objective: A thorough detailed cleaning of the clubhouse should take place at least twice a year. The Cleaning Service and the chairman of the Clubhouse Maintenance Committee or his/her designated representative should coordinate the appropriate dates for these cleanings. A follow-up inspection should take place after performance of (at minimum) the items in Addendum A plus the following items:

1. Restrooms:
 - a) Clean and wipe down doors and frames.
 - b) Clean handrail and toilet paper dispenser.
 - c) Wipe down walls.
 - d) Wash garbage containers as necessary.
 - e) Clean and shine light fixtures.
 - f) Remove any cobwebs.
 - g) Clean baseboards.
 - h) Clean and sanitize the floors.
2. Kitchen Area:
 - a) Clean, sanitize and shine counter tops.
 - b) Clean and shine range and hood, inside and out. Move range away from wall to clean floor. Clean drip pans and burners. Change out drip pans as necessary.
 - c) Clean sink and fixtures, and shine the chrome.
 - d) Clean refrigerator inside and out.
 - e) Clean and shine the glass in cabinets.
 - f) Wash garbage containers as necessary.
3. Meeting area:
 - a) Clean front and back doors and window frames.
 - b) Wash the blinds.
 - c) Clean the baseboards.
 - d) Clean windows, window sills and ledges.
 - e) Wipe down the furniture.
 - f) Wipe down the walls.
 - g) Clean the chandeliers and wipe down the fans.
 - h) Sweep and/or vacuum the rugs at the entrance.