



## **Cleaning Service Agreement Terms & Conditions**

**Introduction:** This Agreement is between Fresh Nest Cleaning Inc. (referred to herein as “the Company” or “the Office”), and the residential homeowner or occupant retaining services (referred to herein as “The Client”). Representatives of the Company will be referred to herein as “The Team”, “Cleaning Technicians” or “Staff”.

This policy is subject to change at any time, without notice. This is a reciprocal agreement and does not require a minimum service commitment. Either party can cancel service entirely at any time, for any reason, as long as appropriate notice is given via email. Appropriate notice is deemed as 7 days before the next scheduled service. Notice will be waived for cancellation because of harassment, health and safety concerns, non-payment, or other breaches of this agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein, without regard to conflicts of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Saskatchewan.

**Dispute Resolution:** Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through the following steps:

- **Negotiation:** The parties agree to first attempt to resolve the dispute through good-faith direct negotiation.
- **Mediation:** If the dispute is not resolved through negotiation within thirty (30) days, the parties agree to participate in non-binding mediation with a mutually agreed-upon mediator before pursuing arbitration or litigation.
- **Waiver:** Failure by either party to participate in the negotiation and mediation steps waives that party’s right to recover attorneys’ fees, even if such fees would otherwise be recoverable.

**Force Majeure:** Fresh Nest Cleaning Inc. shall not be held liable for any delay or failure in performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control (Force Majeure), including, but not limited to, acts of God, war, terrorism, civil unrest, fires, floods, earthquakes, epidemics, pandemics, government mandated lockdowns or closures, or major disruptions to utilities or transportation networks. In the event of a Force Majeure event, the Company will provide prompt notice to the Client, and service will be suspended for the duration of the event without penalty to Fresh Nest Cleaning Inc.

**Anti-Harassment Policy:** Fresh Nest Cleaning Inc. reserves the right to cancel any service, at any time, for any reason. Racism, sexism, disrespect, discrimination, or any form of

harassment or abusive behavior toward the staff will result in immediate and permanent termination of service.

**Privacy & Confidentiality:** Fresh Nest Cleaning Inc. respects Client privacy and is committed to protecting Client's personal data. The Company will collect information such as Client names, phone numbers, emails, credit card information, and home address. This information will only be used for necessary business purposes such as:

- Create and manage customer accounts
- Process service bookings through the platform
- Process payment for services
- Communicate with clients regarding appointments

Fresh Nest Cleaning Inc. does not sell, rent, or trade personal information to third parties. Any personal data is kept secured in the online systems. Sensitive information such as credit card data can only be accessed by management.

Any personal information or observations seen by staff within Client homes will be kept confidential. All Fresh Nest Cleaning Inc. staff are trained on, and required to maintain the confidentiality of all client information.

**Health and Safety:** Certain tasks or situations can risk a cleaner's health and safety or an item or space in Client homes. To keep everyone and everything safe, the staff are not allowed to:

- Clean spaces that have any sort of infestation (e.g. bed bugs, cockroaches, mice, etc.), or clean any pest droppings (e.g. from mice, pigeons, other vermin, etc.).
- Use ladders higher than 3' (91 cm) (a 3-step ladder is the only permissible type)
- Handle feces/urine/vomit/bodily fluids from a pet or a human
- Provide any laundry or dishes services
- Clean exterior windows
- Lift or move any items heavier than 20 lb (9 kg)
- Clean a car or a garage
- Do outdoor work (lawn care, gardening, barbecue cleaning, snow removal)
- Clean in an area that is still under major construction and is not safe
- Clean ceilings (except for dusting corners and moldings)
- Refinish hardwood or grout, or strip, wax, and/or buff floors
- Clean a home in which an occupant has been sick with a contagious illness within 48 hours of the appointment time
- Clean a home that has a severe mold or mildew problem
- Clean a home with excessive clutter where it poses a danger to staff

If any of the above issues do exist in a Client home, a specialized professional will be required. It is the Client's responsibility to alert Fresh Nest Cleaning Inc. if any of these issues exist, as staff are trained to exercise their legal right to refuse any work which is unsafe, or work that makes the staff uncomfortable.

Staff will not move furniture, refrigerators, stoves, or washers/dryers to clean under and behind them, even if they are on wheels. If the Client would like Staff to clean under or

behind any appliances or furniture, the Client must arrange for the item(s) to be moved before the staff arrives. Staff will not move any papers in offices and will not wipe TV screens or clean areas around electronics like behind cable boxes, as the staff does not want to accidentally unplug anything.

**Specifications:** Clients are expected to review or be familiar with Fresh Nest Cleaning Inc.'s [services](#) to ensure an understanding of exactly what areas will be cleaned in the home. If a desired task isn't listed, the Client may discuss "special requests" with the Office before service begins as there may be a price adjustment.

**Pre-Service Preparation:** To ensure efficient service, clients are requested to tidy their homes to a reasonable level, allowing unobstructed access to all surfaces for cleaning. The team will move up to 10 items in an area to clean underneath, but may skip excessively cluttered areas. Clients should only tidy areas expected to be cleaned. For example, clearing a bedroom floor onto the bed before the team arrives allows the floor to be cleaned, but the bed will not be made.

Should the home present as excessively cluttered or untidy, Fresh Nest Cleaning Inc. reserves the right to restrict service to accessible areas only, or to levy an additional charge and modify the service duration to account for the time necessary to relocate items for cleaning. Usually this will occur with new clients, so clients are expected to accurately fill out home information when requesting a quote to prevent pricing differences.

If anyone in the household has been sick within 48 hours, appointments falling within that timeframe will need to be rescheduled. Clients must contact the Office as soon as possible to skip or reschedule appointments if a member of the household is sick. If the team arrives at a Client home and finds that the Client has not disclosed that someone in the home is or has been sick, they will leave and the Client will be charged the full price of the appointment.

**Quotes:** Prices and hours are based on an accurate description of the condition of a Client's home. If the Team arrives and finds the condition is not consistent with the description of the home given to the Office, they will speak to the Client about it if they are home, or they will contact the Office, which will contact the Client and ask for a time adjustment and price increase, or removal of cleaning items from the cleaning list. If the Office cannot reach the Client and no additional time has been pre-approved, the team will only stay the amount of time the Client has paid for, and quality will be compromised as they will not be able to complete all cleaning items.

For cleanings with a set budget and no extra time approved, Clients are expected to provide a priority list for the Team. Cleaning items must be listed from most to least important so the Team is able to work on the areas that matter the most to the Client. The Company does not guarantee that the Team will be able to complete all priority list items in the given time constraint.

**Scheduling:** Cleanings are typically scheduled between 9:30 AM and 5 PM, Monday to Friday. Clients will receive an estimated 1 hour window of time for arrival to accommodate traffic and transit system delays. Fresh Nest Cleaning Inc. tries hard to accommodate Client

scheduling needs. Clients are requested to contact the Office if any changes need to be made for the appointment time or date. If a Client contacts the Office to cancel less than 24 hours before their appointment, the Company reserves the right to charge 50% of the cleaning fee for the cancelled appointment.

**Parking:** If parking is not available in the driveway, Clients are requested to notify Fresh Nest Cleaning Inc. of a convenient place to park near the home. There may be an extra charge for metered parking. If parking is not available within a reasonable distance of the home, the cleaning may be rescheduled with no fee.

**Access:** Clients are responsible for ensuring that the Team has access to the home. If the Client is providing a house key, it will be labeled with a code by the Company so it is not identifiable for anyone outside Fresh Nest Cleaning Inc.'s Office. Keys will be kept securely in a lock box when not in use, which management has access to.

In the rare event that a key is lost or stolen due to negligence by staff of Fresh Nest Cleaning Inc., the Company will cover the cost of re-keying the relevant locks.

Billable cleaning time starts when the Team arrives to clean. If the cleaning technicians have to wait on someone to unlock the door, there will be less time available to clean the house. The Team will wait up to 20 minutes if they do not have access to the home. If the Office and technicians have not been able to contact the Client within that time, the appointment will be cancelled and the Client will be charged the full cleaning fee.

**Equipment and supplies:** Fresh Nest Cleaning provides all cleaning equipment and supplies. The cleaning products and tools that the Company uses have been chosen as they perform the best, and all cleaning technicians are fully trained on how to use them. If the Client wishes for the staff to use products of their choice, they may do so, but the Company does not guarantee the work done with the Client's cleaning products. The Company may use Client vacuums when available to decrease the risk of cross-contamination from dust between houses.

**Pets:** If the Client has pets and will not be home for the service, pets are free to roam the house while the staff is in the home. However, the Company does not guarantee the quality of the floors, as the pet may walk on the clean floor after the Staff is done mopping. The Company reserves the right to leave the premises if a pet displays any aggression toward the Staff and threatens their safety. If the staff has to leave because of a pet, the appointment will be treated as a lockout and the Client will be charged for the full price of the appointment.

**Trash:** The staff does not move large amounts of trash. The staff will place up to two kitchen-sized garbage bags of trash in the curbside container, but there is an extra charge for larger amounts of trash. If the Client lives in an apartment or condo, they must give disposal directions to the Office or Staff for how to access the garbage room. To mitigate the risk of accidentally disposing of client property, staff will leave the garbage bag at the door if the garbage bin location is not accessible.

**Invoicing and Payment:** Appointments are only guaranteed with a credit card, and Fresh Nest Cleaning Inc. reserves the right to place a hold on Client cards up to 24 hours before

service. Payment is due after the service is complete, and the Company accepts e-transfer, credit cards, cash, and cheque. Fresh Nest Cleaning Inc. will send out invoices at the end of the day or the morning of the next business day, and will typically charge Client accounts on the day of the cleaning if a credit card is on file. If the Client has requested not to have automatic charges and an alternate payment is not made within 2 business days, the Company will charge the card on file.

If the card on file fails or declines, the Company will contact the Client with a notice. If payment is not made within 30 days, a monthly compounding late fee of 10% will be charged. If payment remains outstanding after 30 days, or if the account is more than one invoice behind for recurring services, services will be suspended. Persistent payment issues may result in permanent termination of service. If invoices are not paid within 6 months, they will be sent to collections.

**Liability & Damage:** Fresh Nest Cleaning is not responsible for breakage due to normal wear and tear; deterioration caused by age; or damage caused by improper assembly, construction, or mounting of an item. The staff will inform the Client and/or take pictures of damage the staff may come across while cleaning. While the staff always does its best to get the home as clean as possible, some areas or items may be stained, worn, or otherwise unable to be cleaned, such as mold behind caulking in bathrooms.

Fresh Nest Cleaning Inc. is fully insured and will cover the cost of repairing or replacing items damaged by staff negligence. The maximum liability for damages is set at \$1,000,000. Amounts under \$500 will be replaced, repaired, or reimbursed out of pocket by Fresh Nest Cleaning Inc. Fresh Nest Cleaning Inc. staff will contact the Office with any breakages as they happen, after which the Company will contact the Client to arrange replacement, repair, or reimbursement. In the case where damage has been done but was not noticed at the time, clients must report any damage within 24 hours of the cleaning service, including photo documentation, to be eligible for compensation.

**Other service providers:** For the safety of the associates, the security of the home, and the quality of the service, the Company requests that there be no other service providers (movers, carpet cleaners, plumbers, carpenters, etc.) in the home when the staff arrives to clean. If other service providers are present, the staff will do their best to work around them, but too many interruptions in the cleaning procedure may prevent the staff from completing the job in the amount of time estimated. More time may be available for purchase, or the staff may need to adjust what tasks can be accomplished to compensate for a lack of time. the Company cannot guarantee the quality of the work if other service providers are present, and the Company will not re-clean when a service provider comes in after the staff to do work.

**Company Associates:** the Company will try its best to send the same cleaners to Client homes every time, but cannot guarantee that the same people will always be assigned to the home because of circumstances such as illness, injury, vacation time, or other factors. the Company will always have a cleaner on the Team who has been to the home before.

**Non-Compete:** By accepting the service, the Client agrees to neither solicit, directly or indirectly, nor hire any current or former Fresh Nest Cleaning Inc. associate, who has provided service to the home without compensation to Fresh Nest Cleaning Inc. for its loss,

and the express written consent of Fresh Nest Cleaning Inc. within one year of service. Breach of this clause will result in a \$5000 fee.

**Rates:** Fresh Nest Cleaning Inc. reserves the right to increase cleaning rates at any time during the year. Generally, the Company will have one price increase annually to ensure that the employees can receive a fair wage and to adjust for increased supply costs and inflation.

**Guarantee:** The service is guaranteed and the Company appreciates the opportunity to re-clean the unsatisfactory areas if the Client is not satisfied, but the Company cannot return to re-clean if the Company is not notified within 24 hours of the cleaning. Clients are expected to contact the Office as soon as possible, and must send pictures of the deficient areas. Because of the subjective nature of cleaning, refunds are not available.