

SUPER CLEAN SERVICES AGREEMENT

Company (Super Clean Services) (the "Agreement") is made and effective the ___/___/___

Effective starting Date: ___/___/___ [Date]

BETWEEN: [Super Clean Services] (the "Cleaner"), a corporation organized with its head office located at: Christchurch, New Zealand

AND: [CLIENT NAME] _____ (the "Client"), a corporation organized with its head office located at: Address: _____

("Super Clean Services") and _____ located at _____ ("Company") hereby agree to enter into this contract on the terms and conditions set forth on ___ and continuing till ___ (duration of contract). In consideration of the premises and the obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Services.** Company accepts Cleaner's proposal dated ___/___/___ ("Proposal") to provide cleaning services at Company's facilities as described in the proposal, and Super Clean Services agrees to perform the services described in the Proposal as modified by the terms and conditions contained in this agreement.
- 2. Access Requirements.** Super Clean Services shall assign to Company only Super Clean Services employees that have completed, to Company's satisfaction, Company's standard safety & Security training program. Company has the right to refuse access to its facilities to Super Clean Services employees who have not completed such training and shall not be obligated in any manner to Super Clean Services by such refusal.
- 3. Cost Schedule.** Company shall pay according to Super Clean Services Quote for actual time which Super Clean Services employees work at Company at the rate setup per hour or square meters of property, pro-rated for any partial hour worked, not to exceed _____ (_____) hours per week.
- 4. Payment Schedule.** Super Clean Services shall bill Company every week with automatic payments the Effective Date for actual time worked at Company during the previous week period. Company shall not be obligated to pay any payment due at a time when Super Clean Services is in breach of this Agreement until the breach is remedied to the satisfaction of the Company.
- 5. Renewal.** This Agreement shall automatically renew under the terms specified herein for a one (1) year period on the expiration of the current term unless either party notifies the other in writing at least thirty days to (90) days prior to the expiration of the current term that this Agreement shall not be renewed.
- 6. Cancellation for Convenience.** Either party may terminate this Agreement by sending written notice to the other party thirty (90) days prior to the date on which the Agreement shall terminate.
- 7. Presence of Hazardous Materials.** Super Clean Services acknowledges that Company stores and uses hazardous materials throughout Company's facilities. Super Clean Services assumes the risk of harm to its employees, their property or the property of Super Clean Services resulting from contact with hazardous materials while Cleaner's employees or property are on Company's.
- 8. Compliance with Laws.** All services rendered by Super Clean Services and its employees pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted or required by any New Zealand government or local government. Super Clean Services shall be entirely and solely responsible for the payment of employee and employer payroll taxes, contributions, and/or assessments, whether pertaining to national or regional, or local councils requirements, workers' compensation insurance, or other insurance for Super Clean Services and all of its employees providing the services specified in this Agreement.
- 9. Insurance.** Super Clean Services agrees to maintain insurance on commercially reasonable amounts calculated to protect Company and Super Clean Services from any and all claims of any kind or nature for worker's compensation, as required by the New Zealand government where this contract is performed, and for damage to property or personal injury, including death, arising from acts or omissions of Super Clean Services in performing its duties under this agreement, whether the acts or omissions are those of Cleaner, its employees, or agents, or anyone directly or indirectly engaged or employed by Super Clean Services or its agents.

9.A: SAFEGUARDS AND SECURITY AWARENESS

Super Clean Services agrees to maintain establish policies, responsibilities, and requirements for the implementation of a Safeguards and Security Awareness Program to employees. (Super Clean Services) agrees to Insure the Company's assets from theft and trespass the offending employee The Company ("the Client"): has the right to refuse access to all properties and removal of the offending employee. Provide safeguards and security awareness Appoint a security supervisor to serve as a Safeguards and Security Awareness Program manager

10. Independent Contractor Status. The parties intend this Agreement to create an independent contractor relationship. Neither Super Clean Services nor its employees or agents are to be considered agents or employees of Company for any

purpose, including that of New Zealand law taxation and local employment laws, or employee benefits. Super Clean Services, not the Company, shall furnish all labour, tools, equipment, vehicles, licenses, and registrations necessary to perform the services.

11. Assignment/Subcontracting. Super Clean Services shall not assign its rights, delegate its duties, or subcontract any part of its obligations under this Agreement without prior written consent of Company.

12. Conflicts between Agreements. The terms of this Agreement shall control over any conflicting terms in the Proposal or any referenced agreement or document.

13. Indemnification. Super Clean Services shall indemnify, defend and hold Company, its parent company, subsidiaries, officers and employees harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees to the extent permitted by law, accounting fees and investigation costs) alleged or incurred by third Parties arising out of or relating to any operations, acts or omissions of Super Clean Services or any of its employees or agents in the exercise of Cleaner's rights or the performance or observance of Cleaner's obligations under this Agreement.

14. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

15. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement or the application of such provisions to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

16. Entire Agreement. This Agreement, consisting of the Proposal and this document, constitutes the entire agreement with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements concerning such services.

17. **NONDISCLOSURE**

The Parties will keep completely confidential the Confidential Information disclosed by the other party, and shall not publish, disseminate, distribute, disclose, sell, assign or otherwise make use of any Confidential Information of the other party except in connection with and in consideration for the proposed business relationship.

Each party agrees that Confidential Information disclosed to it under this Agreement may be disclosed to employees and agents within their organization who specifically have a bona fide need to know the Confidential Information with respect to the consideration of the proposed business relationship, and, or the consummation of a transaction between the Parties, and who have been provided a copy of this Agreement and have agreed to be bound by the terms hereof to the same extent as the Parties hereto.

Both party shall have the right to refuse to accept the disclosure of any Confidential Information, and neither party shall be obligated to disclose to the other party any particular Confidential Information. This clause of this Agreement does not include Third Parties.

18. **NO SOLICITATION**

The Parties agree that during the term of this Agreement, and for a period of 1 year following the term of this Agreement the parties will not, in any manner or at any time, solicit or encourage any person, firm, corporation or other business entity who are customers, clients, employees, independent contractors, partners, vendors, suppliers, distributors, salesmen, business associates or referral sources of the disclosing party, or who have any business or financial relationship with the disclosing party to cease doing business with, or to in any way change or devalue or malign their business relationship with the disclosing party, or to conduct or attempt to conduct business, directly employees, or agents, or anyone directly or indirectly engaged or employed by Super Clean Services or its agents. or indirectly with the receiving party outside of the relationship with the disclosing party.

19. **BINDING AGREEMENT**

This Agreement shall bind the undersigned parties hereto, their corporations, affiliates and trustees, and inure to the benefit of the undersigned parties hereto and their successors, assigns, affiliates, subsidiaries, trustees and parent companies.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Super Clean Services _____ CLIENT _____

Authorized Signature

Authorized Signature _____

Print Name and Title

Print Name and Title