



JANITORIAL AGREEMENT

This Agreement is made between KSW Consulting Services, LLC. (KSW) DBA Evening Janitorial and

_____ ("Customer").

Contractor agrees to provide janitorial services during the term of this Contract as follows:

KSW will bring all cleaning solutions and equipment necessary to perform the services listed in the Cleaning Proposal excluding paper goods, liners and soap. Client must arrange and pay separately for these items as well as debris disposal. KSW will carry general liability insurance at all times. Janitorial services commence on or about _____, 2008.

Customer agrees to pay \$_____ per month in exchange for services as specified in the Cleaning Proposal. KSW will issue invoices on the first day of every month. Full payment is due and payable *on the 25th of that month*. Should KSW receive payment after the 1st of the following month for which that payment is due, a 5% late fee will be applied toward the next month's invoice. If payment is not received by the 7th of the following month, service will be suspended until payment is received. The above price is based upon current labor and material costs. If such costs change, or if the job requirements change, KSW reserves the right to amend the price accordingly. Customer may either agree to such price or may elect to cancel service.

This is a month-to-month agreement whereas the Customer and/or KSW is required to provide a thirty-day (30) written notice of intent to terminate. Said notice must be in writing, indicate final date of cleaning and reason for termination. Should client wish to cancel service before the start date, a one-month cancellation fee will be charged for time spent organizing labor and equipment. KSW waives all termination requirements in the event of natural catastrophe.

Should Customer fail to fulfill any of the obligations under this agreement, KSW may declare the entire balance due and immediately payable, and may proceed to enforce the full payment of such balance, including late fees. Customer will pay KSW's attorney's fees and actual court costs and disbursements. Venue shall be deemed Contra Costa County, California.

Customer understands that KSW reserves the right to assign this Agreement. Neither KSW nor assignee nor their respective agents or employees shall be deemed to be employees of the Customer.

This Agreement shall constitute the entire contract between the parties and all prior and future representations or Agreements, whether written or oral, are merged herein.

Executed in Contra Costa County, California on the date written below.

By: _____ Date: _____

Authorized Customer Representative
(Print name : _____)

By: _____ Date : _____

Kathy Weeks, Owner, KSW Consulting Services, LLC. ; DBA Evening Janitorial

Please sign and fax to Kathy Weeks at 925-226-1933