



www.BayAreaSanitize.com
650-550-0014

SERVICE AGREEMENT

This Service Agreement ("Agreement") for sanitizing services is made between _____ ("Client") and Bay Area Sanitize ("Provider"). This Agreement will become effective upon its execution by the parties hereto.

Client's property, which is located at _____ ("Property"), will receive sanitizing services from Provider in accordance with the following terms:

I. SCOPE OF SERVICE

Provider's sanitizing services include disinfecting, fogging and deodorizing. These services are designed to sanitize and disinfect surfaces at the Property using California-compliant products, EPA-registered disinfectants, and sanitizing products. The sanitizing products which will be used by Provider are hospital grade disinfectants. Said products effectively kill and eliminate unwanted organisms and safely treat hard, nonporous surfaces, as well as carpets. Provider's sanitizing products can be safely used in residences, businesses, commercial institutions, daycare centers, nurseries, and restaurants.

II. TERM

Client shall begin receiving sanitizing services on ____/____/____. The parties agree that Provider will provide sanitizing services:

- Weekly, every _____ .
- Bi-weekly, every other _____ .
- Monthly, on the _____ day of the month.
- One-time only, on _____ at _____ am/ pm.

III. PAYMENT

Client shall issue payment in the amount of \$_____ ("Service Fee") to Provider before any sanitizing service is performed. Acceptable methods of payment are cash, check, or credit card (Visa/Master/ Discover).

The above price quotation is per _____sq. ft based on Client's representation of the total square footage to be sanitized.

Any additional square footage to be sanitized will be charged at \$_____ per 100sq. ft.

Change of order

If applicable, new total service cost is \$_____.

Client Initials:_____

Please refer next page for the entire terms and conditions.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This agreement supersedes and replaces any prior written or oral agreements between the parties.

Client: _____

Date: _____

Provider: _____

Date: _____



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Terms and conditions

1. PRODUCTS

Provider will use its own products and supplies. Should Client require the use of any special or hypoallergenic products, Client must notify Provider prior to the service date (in which case Client may provide their desired product). If Client requires Provider to use specialized products, an increased Service Fee may be assessed and shall be paid before any service is performed.

2. SUBSCRIPTION SERVICE RENEWAL

This Agreement shall automatically renew under the terms specified herein. For weekly, bi-weekly, or monthly subscription service contracts, either party may cancel this Agreement with thirty (30) days written notice.

3. ACCESS REQUIREMENT

Client agrees to grant Provider with access to the Property during the time window specified by Provider. Client further agrees to grant access to all areas of the Property scheduled to be sanitized under the Scope of Service included herein. Client shall incur a cancellation fee of thirty (30) percent of the Service Fee in the event Client fails to provide access to the Property during the time window specified by Provider.

4. COMPANY POLICY

a. Rescheduling policy: Client must provide at least forty-eight (48) hours notice for rescheduling or a rescheduling fee of \$75 will apply. Rescheduling notice on the day of service will result in a rescheduling fee of \$150. Request for rescheduling may be given via phone or email.

b. Cancellation policy: Client must provide at least seventy-two (72) hours notice when canceling a scheduled service or a cancellation fee of \$250 will apply. Cancellation notice on the day of service will result in a cancellation fee of \$450. Request for cancellation may be given via phone or email.

5. TERMINATION OF CONTRACT

Either party may terminate this contract at any time by providing written notice to the other party, at least thirty (30) days prior to the date of termination. In the event of termination, Client shall be obligated to pay Provider for all services agreed to through the date of termination.

6. APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California. Santa Clara County shall have exclusive jurisdiction over any case or controversy arising from or relating to this Agreement. No party to this Agreement shall challenge the jurisdiction or venue provisions as provided in this section.

7. ARBITRATION

The parties to this agreement will submit all disputes arising under this Agreement to binding arbitration in Santa Clara County, California before a neutral arbitrator selected and agreed to by the parties. If the Parties are unable to agree, they shall each select two arbitrators from the list of arbitrators published by the American Arbitration Association ("AAA") and submit their selection to AAA who shall appoint the arbitrator based on availability. The arbitration shall be conducted in accordance with AAA's "Employment Arbitration Rules and Mediation Procedures," a copy of which can be obtained from the AAA website at: www.adr.org. The parties agree to split the cost of arbitration equally.

8. ASSIGNMENT AND WAIVER

The rights and obligations created under this agreement may not be assigned to any other party. No breach of this Agreement or of any provision herein can be waived except by an express written waiver executed by the party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties in accordance with the terms herein.

9. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damage, liabilities, penalties, punitive damages, expenses, fees and costs of any kind whatsoever, which arise out of any act or omission of the indemnifying party (including but not limited to negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this agreement). The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

10. ATTORNEY FEES

In the event that a legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, reasonable attorneys' fees and costs associated with the legal action.

11. FORCE MAJEURE

Provider, its employees and agents shall not be deemed to be in breach of this Agreement for any delay or failure to perform caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Provider.

12. SEVERABILITY

In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the Agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

13. WAIVER OF CONTRACTUAL RIGHT

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.

14. WAIVER OF LIABILITY

The method in which Provider's sanitizing and disinfecting products is applied shall be through spraying and fogging. Provider shall not be liable for damage to any electronics, papers, food items, etc. that are left exposed at the time of sanitization.

Provider shall not be responsible for any property damage to the Property incurred before, during or after services are performed under this Agreement. This includes, but is not limited to damage to the premises, carpets, walls, flooring, doors, furniture, equipment, electronics, paper items, food, etc. Client hereby agrees to hire Provider at Client's own risk.

15. NON-DISPARAGEMENT

Client agrees not to make any written, oral, or electronic statement about Provider (including but not limited to its owners, managers, employees, agents, products and/or services) which Client knows or reasonably should know to be untrue and agrees not to make any negative or disparaging statement, written, oral, or electronic, about Provider (including but not limited to its owners, managers, employees, agents, products and/or services) with the intent to cause any form of injury or harm.