



### HOBBS REALTY CLEANING SERVICES CONTRACT

This service contract is made on \_\_\_\_\_ 20\_\_\_\_, between Hobbs Realty (herein referred to as "**Company**") a North Carolina corporation having its principle address 114 Ocean Blvd W., Holden Beach, NC 28462, and \_\_\_\_\_ (herein referred to as "**Housekeeper**"), having a principle address at \_\_\_\_\_, North Carolina.

1. **Company** is duly organized and existing according to the laws of the State of North Carolina for the purpose of the development, operations, management and delivery of real estate management services.
2. **Company** desires to enter into a service contract with the above-named **Housekeeper** for homes included in **Company's** rental management program upon the terms set forth in this agreement, and **Housekeeper** desires to accept such terms.

It is agreed as follows:

3. The parties intend **Housekeeper** to be an independent contractor in the performance of these services. **Housekeeper** shall have the right to control and determine the method and means of performing these services.
4. The Company acknowledges that **Housekeeper** presently has other business interests not related to the business of Company and that **Housekeeper** may continue to pursue those other interests.
5. **Housekeeper** acknowledges that they will not bring any unapproved person(s) on any property of the company's rental management program.
6. **Housekeeper** is suggested to carry General Liability Insurance in the amount of \$1,000,000 and to keep a current copy of the Certificate of Liability Insurance on file with the **Company**.
7. **Housekeeper** is financially responsible for any damage to a Hobbs Realty managed property caused by their services.
8. **Equipment and Supplies: Housekeeper**, at **Housekeeper's** own expense, will provide all equipment, tools and supplies necessary to perform the required services, and will be responsible for all other expenses required for the performance of those services.
9. **Housekeeper** will dress in a neat and professional manner when cleaning a Hobbs Realty Vacation Rental property.



## Services

- 10. Housekeeper** will retrieve their cleaning schedule each week, on Thursday's after 4:00 PM, by visiting the following site on-line: [www.isitools.com/vendors](http://www.isitools.com/vendors). **Housekeeper** acknowledges that the schedule is subject to change at any time as company deems necessary. **Housekeeper** agrees to perform assignments according to the schedule prepared by Company and ensures that the property is ready for guests by check in time of 4pm. Company is contracted with the Guest to provide entry at 4:00pm. If guest is not able to occupy property at check in time and this is due to housekeeping company delay then housekeeper is responsible for compensation for delay of entry which may include the following provided by company: Small gift, Basket gift, ½ off of cleaning fee, dinner for their party until cleaned or reimbursement up to full cleaning fee.
- 11. Housekeeper** will provide cleaning services for homes specifically assigned by the Housekeeping (HK) Services Team of **Company**, as accounts of the **Housekeeper**, and such cleaning services will consist, at the minimum, of the services attached as "Appendix A". Housekeeper is to use Housekeeper's best judgment as to the method of providing these services. Additions and/or deletions of assigned accounts may be made from time to time at the sole discretion of the **Company**.
- 12. Housekeeper** is to use Housekeeper's own cleaning products and equipment in performing services. Caustic chemicals such as bleaches and acids are not allowed, and a **germicidal cleaner** is mandatory for cleaning bathrooms.
- 13.** Upon request, **Housekeeper** will place in each unit the following goods as provided by **Company**: linens, soap, toilet tissue, bath mats, trash bags, kitchen sets and other items **Company** may require in the future and outlined in Appendix A.
- 14. Housekeeper's** cleaning will be measured according to **Company's** Standard Property Appearance Checklist. **Appendix A** outlines **Company's** Standard Property Appearance checklist (SPA.) **Housekeeper** will be notified of any changes in **Company's** SPA checklist. Housekeeper is to use Housekeeper's best judgment as to the method of providing these services.
- 15. Housekeeper** will respond promptly to cleaning complaints reported by the **Company** and return to satisfy cleaning standard set by **Company** within 30 minutes of inspector call or guest complaint. If no response is made within 30 minutes, another housekeeper will be contacted. The compensation for that housekeeping will be deducted from your contracted rate including any inconvenience compensation returned to guest.
- 16. Housekeeper** will report and pay all applicable federal & state tax. Housekeeper is not an employee of the Company and Housekeeper shall not participate in any benefit plan sponsored by the Company.



### Compensation

17. **Housekeeper** will complete & submit a Housekeeping Cleaning Sheet to **Company (Appendix C)**, at the end of their workday for all routine cleanings and service calls based on **agreed pricing sheet (Appendix B)**.
18. **Company** agrees to pay **Housekeeper** on Wednesdays. **Housekeepers** checks will be available for pick up after 2:00 on Wednesdays. Payment will be delayed on holiday weeks. If payment is delayed for an unforeseen situation, Housekeeper will be notified in advance to the extent possible.

### Term of Contract

19. The term of this agreement shall commence on the date signed and shall continue on a month to month basis. Either party may terminate agreement with an advance written notice of 7 days prior to intended date of termination, or immediately by **Company** upon written notice to **Housekeeper** for failure to reasonably perform in compliance with the provisions of this agreement.

### Inspection of Work

20. Hobbs Realty retains a general power of inspection of results for the purpose of determining that the contracted work is completed according to Schedule A & the terms and conditions agreed between the parties.

### Confidentiality

21. Hobbs Realty, and its employees, agents or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit divulge, disclose or communicate in any manner, any information that is proprietary to Hobbs Realty Vacation Rentals and its employees, agents and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

### Indemnification

22. **Housekeeper** agrees to indemnify and hold Hobbs Realty Vacation Rentals Inc. and its owners harmless from all claims, losses, expenses, fees including attorney fees, costs and judgements that may be asserted against Hobbs Realty or its property owners that results from the acts or omissions of your employees, agents or representatives as well as any injuries that may occur at any Hobbs Realty Vacation Rentals' managed properties.

### Entire Agreement



23. 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 any prior written or oral agreement between parties.

#### **Severability**

24. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it will become valid and enforceable, then such provision will be deemed to be written, constructed and enforced as so limited.

#### **Amendment**

25. This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

#### **Governing Law**

26. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

#### **Notice**

27. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

#### **Waiver of Contractual Right**

28. 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 compliance with every provision of this agreement.

#### **Addendums to Contract**

- \_\_\_ Appendix A – **Company's** Standard Property Appearance.
- \_\_\_ Appendix B – **Company's** Pricing Sheet.
- \_\_\_ Appendix C – **Housekeeping** Cleaning Sheet
- \_\_\_ Form W-9 – (Filled out by **Housekeeper**)

Agreed to and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
Hobbs Realty Vacation Rental, Inc.

\_\_\_\_\_  
Housekeeper