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This Restaurant Housekeeping Agreement (Herein referred to as the “Agreement”) made effective this [NUMBER] day of [MONTH] [YEAR] (Herein to referred as the “Effective Date”) by and between

[SPECIFY YOUR RESTAURANT NAME] (Herein referred to as the “Client”) is a [DESCRIPTION OF BUSINESS] with address located at [ENTER ADDRESS OF CLIENT]

And

[NAME OF COMPANY] (Herein referred to as the “Contractor”) is a [DESCRIPTION OF COMPANY BUSINESS] with offices located at [ENTER LOCATION OF CONTRACTOR].

(The Client and the Contractor shall henceforth be referred to collectively as “Parties” and individually as the “Party”)

WHEREAS, the Contractor is an existing and organized company under the state of [NAME OF STATE OF CONTRACTOR] engaged in the [NATURE AND DESCRIPTION OF BUSINESS];

WHEREAS, the Client is a [DESCRIPTION OF THE RESTAURANT] looking for the services of [ENTER DESCRIPTION OF SERVICES NEEDED] (Herein to referred as the “Services”);

WHEREAS, the Contractor wishes to provide the Services and the Client accepts and agrees for the Contractor to provide the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth by this Agreement, both parties hereby agree as follows:

**1. DESCRIPTION OF THE PREMISES**

The [SPECIFY YOUR RESTAURANT NAME] is located in [ENTER LOCATION OF RESTAURANT] [INSERT HERE DESCRIPTION OF THE PREMISES. DESCRIBE THE GENERAL LAYOUT OF THE AREA. ENTER THE NUMBER OF ROOMS, KITCHENS, BAR SPACE, BATHROOMS, AND FUNCTION ROOMS. INCLUDE THE TOTAL FLOOR AREA OF THE RESTAURANT.]

**2. SCHEDULE OF SERVICES**

The Contractor shall provide, at his own cost and expenses and along with any contractor representatives on as needed basis from time to time as decided for by this Agreement, to the Client the following services:

**2.1 Duties and Responsibilities**

2.1.1 Daily Tasks

* Clean and sanitize bathrooms
* Sanitize tables
* Clean seats
* Vacuum carpets and mop floors
* Cleaning and disinfecting of prep surfaces
* Change foil linings for grill, range, and flat top
* Wash Can openers
* Wash meat slicers
* Wipe down the grill in between uses
* Wipe down prep areas in between tasks
* Frequent change of sanitizing water and rags
* Empty full trash bins
* Wipe down and clean grill, range, fryer, and flat top. Clean behind and around the equipment
* Wipe down splashes on walls
* Clean beverage dispenser heads
* Mop floors
* Disinfect waste disposal area
* Clean hood filters in dishwasher

2.1.2 Weekly Tasks

* Disinfect door handles
* Wash glass windows and doors
* Inspect air ducts
* Deli me sinks and faucets
* Wash and sanitize walk ins
* Clean ovens
* Clean floor drains

2.1.3 Monthly Tasks

* Dust and wipe down light fixtures
* Check ceilings and remove cobwebs
* Take out and empty grease traps
* Clean coffee machine
* Clean and sanitize freezers
* Clean and remove rust from refrigerator coils
* Wash hot lines to free and prevent clogs
* Wash vent hoods
* Wash walls and ceilings from build up

2.1.4 As Necessary

* Assist in setting up function rooms
* Preparation of utensils to be used during functions
* Clean up after events
* Other ad hoc duties

**2.2 Staff Assignment and Work Hours**

The Contractor is required to have [NUMBER] staff assigned to the restaurant with a minimum of [NUMBER] cleaners having permanent assignment to the Restaurant on a regular basis.

Contractor staff are required to work a minimum of 8.5 hrs per day which includes lunch and breaks on a 5 day work week. Cleaning personnel shall report to work at exactly [ENTER START TIME] am to [ENTER END TIME] pm.

Any cleaner reporting sick should be replaced by the Contractor to avoid shortage of cleaners. Cleaners should clean all general areas first thing in the morning.

**3. EQUIPMENT AND MATERIALS**

In the provision of the Services, the Contractor shall provide the following materials and equipment:

* Paper napkins
* All-purpose cleaner
* Sanitizers
* Brushes
* Scouring pads
* Wet floor signs
* Cleaning trolleys
* Pressure washers
* Steam cleaners
* Vacuum cleaners
* Grill cleaners
* Liquid bleach
* Sponges
* Buckets and cleaning mats
* Bins
* Gloves
* Dust pans
* Liquid soap for washing glass
* Plastic bags for garbage bins
* Other related tools in cleaning services

**4. OBLIGATIONS OF THE CONTRACTOR**

**4.1 Contractor**

The Contractor shall solely provide all necessary training, uniforms and remuneration for all staff assigned to the restaurant. In addition, the Contractor shall have all the necessary and applicable insurances for his staff pertaining to safety and additionally provide all necessary contributions for social security and taxes in relation to the Services provided for the Client.

The Contractor shall likewise provide for all necessary permits and licenses in relation to the Services provided to the Client under this Agreement.

The Contractor is also liable for replacing any absent staff to guarantee the continued flow of work or provision of the Services for the Client. The Contractor also shall provide a capable supervisor for the staff who has [NUMBER] years’ experience in the provision of the Services under this Restaurant Housekeeping Agreement.

**4.2 Contractor Staff**

The Contractor’s staff shall be registered before and after of every business day. Contractor Staff should wear proper identification at all times and should have the proper prescribed uniform during work hours.

The Client reserves the right to instruct the Contractor’s staff provided that such instructions shall be in accordance to the terms and provisions of this Agreement.

**5. EVALUATION**

The evaluation shall assess the technical and financial aspects of the Contractor and of the Services being provided.

**5.1 Technical**

The Technical assessment shall consider the following in the evaluation of the Contractor:

* Process of performing the tasks assigned
* Equipment and materials used in doing the assigned work
* Technical qualifications of staff assigned at the restaurant

**5.2 Financial**

Financial evaluation shall be based upon factors such as contract price and shared rates of labour. The Client reserves the right to review such numbers and agrees or contest the appropriateness of such labour rates based on the standards set by the industry.

**6. TERM**

This Restaurant Housekeeping Agreement shall begin on the Effective Date first mentioned above and shall continue to be in full force and effect until such time that this Agreement shall be terminated as provided for by the terms and conditions of this Agreement. Any Party to this Agreement may elect to terminate this Agreement provided notice be given [NUMBER] days prior to such termination. This Agreement may be terminated at any time with the mutual agreement of both parties to such termination.

**7. PAYMENT**

The Client agrees to pay the Contractor the total amount of [ALPHA NUMERIC AMOUNT] [NUMERIC AMOUNT] (Herein to referred as the “Total Contract Amount”) for the provision of the Services. The Total Contract Amount shall be divided evenly into [NUMBER] payments to be paid [WEEKLY OR MONTHLY]

All invoices must be submitted by the Contractor on the [NUMBER] day of the [WEEK OR MONTH]. All invoices shall be received, processed and paid within 30 days from the receipt of invoice.

In the event of termination of this Agreement, payment shall be made based on the last day or from date of termination and shall be calculated on a prorated basis up until such termination. The Contractor is liable for any and all applicable taxes in relation to the Services rendered under this Agreement.

**8. CONFIDENTIALITY**

For the purposes of this Agreement, confidential information is defined as any data or information relating to the business of the Client considered to be proprietary in nature that relates to the accounting, processes, and client records undisclosed to the public. This section shall survive the termination of this Agreement and as such shall remain in full force and effect even upon termination.

**9. MISCELLANEOUS**

**9.1 Return of Property**

Upon the termination of this Agreement, the Contractor shall appropriately return any and all property of the Client made for use under the terms and conditions of this Agreement. Property shall include but not be limited to any documentation, proprietary information and records belonging to the Client.

**9.2 Independent Contractor**

The Contractor and the Client agree that the relationship between the Parties is one of being an independent contractor and not as an employee. This Agreement does not in any way create a partnership or any form of joint venture but acts exclusively as a contract for services.

**9.3 Notices**

Any form of communications between the Client and the Contractor done in writing shall be made and addressed to the following:

The Client:

[NAME OF CLIENT REPRESENTATIVE]

[ROLE OR POSITION]

[NAME OF RESTAURANT]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CONTACT INFORMATION]

The Contractor:

[NAME OF CONTRACTOR REPRESENTATIVE]

[ROLE OR POSITION]

[NAME OF CONTRACTOR COMPANY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CONTACT INFORMATION

**9.4 Indemnity**

Each Party to this Agreement agrees to indemnify and hold the other Party, its representatives, successors, officers and employees harmless against any and all claims, damages or any legal fees resulting from any omission or act of negligence in the execution of this Agreement. This section shall explicitly survive the termination of this Agreement.

**9.5 Assignment**

This Agreement along with the obligations stipulated herein shall not be assigned or conveyed in part or in whole to any third Party to this Agreement without prior written consent from the Client.

**9.6 Amendments**

This Agreement shall not be amended or changed in part or in whole by either Party except through a written instrument signed by both Parties to this Agreement.

**9.7 Time of the Essence**

Time is of the essence of this Restaurant Housekeeping Agreement. Notwithstanding any term or condition in this Agreement, if the time for the execution of any provision or condition under this Agreement shall terminate on a day other than a normal business day, such time shall be automatically extended to the next business day.

**9.8 Jurisdiction**

This Agreement shall be ruled and interpreted under the competent jurisdiction of the courts of the state of [ENTER STATE]. Any disputes or claims arising out of the execution of this Agreement shall be settled under the courts of the state of [NAME OF STATE].

**9.9 Waiver**

A waiver to any of the provisions or terms of this Agreement by any Party shall not in any way be interpreted or understood as a waiver of any subsequent breach or violation of the same term or any other provisions of this Agreement.

**9.10 Severability**

Any term or provision of this Agreement found to be illegal or unenforceable shall not in any way affect the other terms and conditions of this Agreement. As such, the other remaining terms and provisions of this Agreement shall remain in full force and effect notwithstanding such invalidity.

**9.11 Enrolment**

This Restaurant Housekeeping Agreement shall endure to the benefit of and be binding upon the Client and the Contractor, their representatives, agents, officers, employees and successors.

**9.12 Entire Agreement**

This Agreement makes up the entire understanding and agreement between the Client and the Contractor. Any other prior understandings, covenants, pledges, promises and agreements relating to the subject matter hereof are effectively superseded and replaced by this Agreement except unless otherwise provided for by this Agreement

IN WITNESS WHEREOF, both Parties have signed and executed this Agreement on the Effective Date first mentioned above.

[NAME AND SIGNATURE OF CLIENT REPRESENTATIVE]

[ROLE OR POSITION]

[NAME OF RESTAURANT]

[CONTACT INFORMATION]

[DATE SIGNED]

[NAME AND SIGNATURE OF CONTRACTOR REPRESENTATIVE]

[ROLE OR POSITION]

[NAME OF CONTRACTOR COMPANY]

[CONTACT INFORMATION]

[DATE SIGNED]