



Terms and Conditions 1/2020

Established in 2008, Maid It! Green Housecleaning LLC is a privately owned residential and commercial cleaning service based in Colorado Springs, Colorado. In consideration of its owner(s), employees, clients, investors et. al., for integrity and clarity, the following terms and conditions are provided as full disclosure. Please read this information carefully before signing or your next scheduled appointment. Continued employment of our services will constitute full and binding agreement with or without a signature.

Contracts

All contracts are valid, as signed, within the parameters and address noted. If multiple properties exist for a single client, separate signed contracts must be in place for each address serviced. Residential contracts may be terminated by either party at any time in writing (letter, email, or text) provided all terms agreed upon are performed and paid for in full. For disputes, see section on **Disputes**.

Maid It! Residential contracts are available in the following formats:

- Visit to visit. Full price
- 3, 6, 9, 12-month service contracts. Prepaid with 5-20% discount. **Additional terms apply*

Maid It! Commercial contracts are available with the following criteria:

- Non-medical offices/commercial space
- M-Sat daytime hours availability
- Minimum 6-month contract required
- Net 30 invoice terms

Privacy Policy

Maid It! strictly respects the privacy of all clients and employees, past and present. No client information is bought or sold via lists or other marketing tools. Information will only be given under legal subpoena or as otherwise required by law.

- **Phone Contact:** It is understood that on occasion phone numbers and other private information may have been exchanged by clients and employees (cleaning staff) of Maid It! as a matter of convenience. Maid It! does not allow employees to solicit personal information for any reason from our clients despite having access to that information via their employment with Maid It!. Employees are required as a condition of employment to sign our Privacy Policy protecting all private data or face legal action in the event of a breach. Cleaning Staff are only allowed to make phone contact with clients on a scheduled appointment day, and ***only in the event*** of a lockout or other situation where immediate communication is required, such as in the case of an emergency at the home. Maid It! discourages clients from disclosing personal and/or private information to Maid It! cleaning staff. If the client still chooses to share that information, Maid It! will be held blameless in the event an employee/former employee creates an undesirable situation with the client.

- **Personal Contact:** It is essential to the business relationship, as a service provider to private homes, that we develop a level of trust. It is also understood that friendly associations may develop during the course of doing business. Lines can blur between professional and personal dealings. In the event that a client or a cleaning staff member has crossed a line, Maid It! encourages either or both parties to report the problem to management. Some circumstances that may present themselves in this way include, but are not limited to:
 - **Direct Sales Positions** (Amway, Mary Kay, Avon, et al)
 - **The Holiday Season**
 - **Prior Relationships**
 - **School Children**

Maid It! prohibits any extracurricular contact as it can present a conflict of interest for both the employees and clients.

- **Employee Information:** No employee information will be given to clients, vendors, investors, or any other third party inquiries without express written consent of that employee regardless of circumstances, except as required by law. Maid It! management may query the employee on behalf of the inquirer if the matter is urgent.
- **Non-Compete:** Maid It! strictly enforces a non-compete policy which states that no client may solicit/recruit/hire any Maid It! employee or staff member to purchase goods or services, fill in down-line (as in direct sales), or perform work (moonlighting) outside of Maid It! work hours regardless of job description, for a full year after termination of employment with Maid It!

Additionally, all staff are prohibited from soliciting Maid It! clientele for purchase of goods or services, down line requirements (as in direct sales), or for employment outside of Maid It! work hours regardless of job description.

- **Key/Code Policy:** Having the use of a key or code to access homes and property for Maid It! clients is taken very seriously. All keys are labeled in such a way that, should it be lost or misplaced, the finder would have no way of knowing which property the key belongs to. Keys are checked out, returned, and locked up on the appointment day.

While we don't require having a key or code to access the property (if you are not home), there is a risk of incurring a \$50 lockout charge if we are unable to clean as scheduled. If you still choose NOT to provide us with a key or code for entry, we can provide a lockbox for a \$20 deposit to be kept on your property for our use.

- **Key Return:** Upon cessation of services with a client, any keys in our possession will be returned in person (if applicable), or by certified mail. It is recommended that door/garage codes be changed at this time. If codes are not changed within 72 hours of termination of our contract, Maid It! and its associates shall be held blameless should an adverse event occur.
- **Unlawful Entry:** The security of your home and property is of the utmost concern to our company. In the event that it is believed that a home has been compromised or violated, and it is suspected that a Maid It! staff member may be involved, either during an active contract or after services has been terminated, it is **required that the incident be reported to the police and Maid It! management within 48 hours** along with any and all pertinent information, including which employee(s) believed to be involved. It is our policy to cooperate fully with all police investigations. Once a police report has been filed, all employees potentially involved will be suspended immediately without pay from employment pending the outcome of the police investigation.
- **Social Media:** Because of the public nature and accessibility of social media, we cannot guarantee privacy through any social media platform (FaceBook, Instagram, Twitter, Pinterest and so forth). If your preferred means of contact is through one of these platforms, we will be held blameless in the event of ANY derogatory/adverse/unwanted contact or breach should our accounts be hacked or otherwise compromised. We encourage contact through email, text, or phone calls.

- **Credit/Debit Card Payment Information:** Maid It! processes credit/debit card payments through Payeezy First Data® Gateway Services on a dedicated computer for security and safety. We undergo rigorous security checks monthly and are Payment Card Industry (PCI) Security Compliant* conducted through a 3rd party (Clover Security). Once entered into the system, your card information is immediately encrypted. All hand-written information (as occurs during enrollment) is then destroyed per compliance. Necessary information (such as signed agreements with the last four digits of the card on file) are kept for our records. Only senior level office staff have access to these files and information. We use the latest technology for our web page and use up to date virus/firewall protections.

In the event of compromise (theft, natural disaster, terrorist event et. al), all clients affected will be notified of the potential risk and we will take any action necessary and as required by law to protect your privacy.

❖ Certificate of Compliance is available on request

Reporting Damage or Missing Items

It is an unfortunate burden of this industry that cleaning staff are often among the first to be implicated when damage or suspected theft occurs. Cleaning companies can be defrauded through these means as well. While we are happy to replace or repair anything we have knowingly broken, we also recommend that items of value are put away to avoid potential problems.

Maid It! is fully insured and bonded for your security. Following is our policy regarding each.

- **Damage:** Maid It! requires that a site inspection be done by an authorized Maid It! representative prior to any work being done by our staff. You will be asked about any existing imperfections, damage, or specific exclusions you wish to make (particular items, rooms or areas) that may be present in your home. During the site inspection, we reserve the right to photograph anything that may be construed as “damaged” or “excepted” for future reference. You will be asked to sign off on any notes taken at that time, and any comments you have made for that same purpose.

If you do not want a site inspection, you waive your right to claim any damages after the first cleaning, during which time we will note and photograph anything which we could be held responsible for.

Accidents can and do happen. We approach each, large or small, with the same reverence you would hope for and expect. If we knowingly break or damage anything during the course of our work day, our policy is that we will show you the broken item or leave a note (if you're not home) with the item (if appropriate). You will receive a follow-up phone call within 2 days from our office to discuss your preference for repair or replacement.

Maid It! staff are trained to be observant of potential hazards and problems. If we spot a problem, or have an issue with something at the property, clients are notified as soon as possible, either by the staff at the property or by office personnel. If the situation is deemed an emergency, staff are instructed to call 911 or our office until the client can be reached.

If you believe that we have caused harm that was not reported, we require that it be reported within 48 hours of the service date. We need to know a detailed description of what the damage is and why you believe our staff caused it. In all cases, we reserve the right to bring in a 3rd party expert to assess the situation and determine if we could have, in the course of doing our work, done what is alleged to have happened. In case of a potentially high dollar repair/replacement, a full investigation will be required to obtain any compensation or an insurance claim.

No monies will be paid or refunded if attempted fraud is suspected and/or until a complete investigation is done.

Maid It! Green Housecleaning will not be liable for any damage, perceived or actual, after 48 hours post service date(s). Cumulative damage will not be considered.

Maid It! Insurance information is available upon request.

- **Reporting Missing Items:** At Maid It! we have strict hiring policies. Each employee is fully vetted including background checks (we check for certain criminal history such as theft or drug issues and/or numerous infractions), and random drug tests. When items go missing many conclude that the “cleaning people” took it. More often than not, the items have been moved during the cleaning process, or misplaced by the client(s). We do understand the angst when something seems to be missing, especially when it has significant sentimental or monetary value. We want you to recover the lost item(s). Please help us help you by following these procedures.
 - **PLEASE! BE SURE** the item(s) in question are actually missing. An accusation of an on-the-job theft can be devastating. We take this VERY seriously, but wrongfully firing someone can have far-reaching adverse effects not only for the individual, but also for our company including putting us out of business.
 - Please do a thorough search first. We will offer to come help you search, if you like.
 - Ask others who live with you, or have been in your home, if they have seen or know the whereabouts of what you are missing.

We simply ask you to put yourself in our shoes before you make your claim. Please don't be impulsive just because it may be the obvious answer. If you have done all of the above, and still feel a theft has occurred, follow the steps below.

- **Report** the missing item(s) with a detailed description to Maid It management within 48 hours of the last service date and why you believe that a member of our staff may have taken it. Please submit video surveillance or other proof (if any) to support your allegation at the time of your report to us. We will require you to file a police report. We will do an internal investigation with the employee(s) in question. Once a police report is filed, please give us the case number so we may contact the detective to offer our full cooperation.

Please be aware that if there is no proof other than your suspicions, the police may not proceed with an enquiry.

If/when the police decide to continue with an investigation, the employee(s) in question will be suspended without pay from work until the investigation is concluded and:

- a. The employee(s) is/are considered not suspect, at which time they will be fully reinstated without prejudice to their positions* per Maid It! policy.
- b. The employee(s) is/are arrested on suspicion of theft, at which time they will be terminated from our company.
- c. Upon conviction, the client may file a claim with our Surety Bond for restitution. Bonds will not pay out until a court conviction is secured.

****If the employee has been so counseled, they may file civil action for wrongful accusation and loss of wages against the client.***

Maid It! will not suspend or terminate any employee without a police report, due process, and full documentation.

On the Job Safety

Maid It! wants to ensure safe and secure environments for our employees to work in. We ask for your help in this regard. Housecleaning has among the highest injury rates among workers compensation companies. We train our cleaners on correct postures and methods but keeping the environment safe is the other half of the equation. Having no insurance or injury claims helps to keep our costs affordable to you!

- **Client Provided Products/Equipment** Maid It! uses well-researched non-toxic solutions to do our job. All employees have been trained to use these and our mechanical equipment. Occasionally, a client will ask us to use a different product and/or their equipment (vacuum). If the client wishes us to use other products or equipment, the following WILL apply:
 - Maid It! will not guarantee the final results if using products or equipment other than what is provided by Maid It! and they are trained to use, no exceptions.
 - Employees are guaranteed the right to refuse to use unknown products or equipment.
 - Client assumes all responsibility for damages and/or employee injury if the product(s) is/are not used properly
 - Client will provide the MSDS (Material Safety Data Sheet) for each product so the employees may be educated on the risks of using the product(s) regardless of toxicity.

- **Winter Weather:** During the winter/spring seasons when snow and ice are common weather issues, our policies are as follows:
 - **Severe Weather:** Management monitors the weather forecasts carefully when storms are predicted. We check school closures and road reports since conditions can vary greatly all over our service area. If it is deemed too hazardous to send out the crews, we will cancel services for the day and offer to reschedule at no penalty to you. Conversely, if clients have a weather related issue and would rather we did not make our usual house-call, please feel free to reschedule, again and with no penalty.

 - **Snow Removal:** Many clients access their homes through a garage and may not think about how our crews will enter/exit. More often than not, we use an exterior walkway and door. As this is a foreseeable hazard, we ask clients to please shovel/clear/use ice melt to make safe our passage into the home. If this is neglected and one of our employees is injured trying to enter/leave the property, we will file a claim with the client's homeowners insurance policy on behalf of the injured employee. If the exterior of the property is deemed too hazardous to enter, a lockout fee of \$50 will apply.

- **Other Hazards:** Please be conscientious and make us aware if you have these types of conditions on the property.
 - **Remodeling/Construction**
 - **Moving**
 - **Children present while we are working**
 - **Defective outlets/light switches**
 - **Skittish pets (see below)**
 - **Broken or cracked windows/glass**
 - **Tricky doors**
 - **Loose flooring**
 - **Any other glitch that you are familiar with in your home that may be a potential problem**

- **Pets:** *We love and respect animals. All our employees are instructed not to feed/handle/let in or out/or otherwise provoke any animal. Based on our experience, all pets, particularly "rescue" animals/dogs can act VERY differently when you are not home. If any crew member feels threatened or is attacked by a dog (or other pet) during their scheduled visit, they will leave the premises immediately and seek medical attention (if applicable). Client will still*

be liable for all charges for services rendered whether the job was completed or not. Depending on the circumstances, a report may be filed with the police and/or animal control. Animal owners will assume all liability, including any/all medically related incidents and expenses regarding their pets in the home. If you have any doubts, it is best to confine the animals safely in a kennel, or room, or outdoors and advise Maid It! management/staff of possible issues.

In the case of dog bites, hospital staff are required by policy to report the incident to police.

- **Illness:** We will not send out a team member who is sick with anything that could be contagious or if they have a fever. We ask the same of our clients. If any family member is home sick, please reschedule your appointment.
- **Positive Work Environment:** Maid It! reserves the right to refuse service if the conditions are believed to be hostile for any of the following reasons:
 - **Sexual Harassment (Verbal, Physical, Perceived):** if any person(s) on the crew feel that this is the case, whether or not that is the intent, they are free to leave the premises immediately and the client will be charged full price regardless of the progress of the work. This situation will be remedied immediately, or the client will be removed from our calendar and possibly face civil/criminal legal action.
 - **Discrimination (racial, ethnic, gender, religious, or other lawfully protected group):** Maid It! is an Equal Opportunity Employer and we adhere to the letter of the law in this matter. All of our employees are citizens of the United States of America and have a right to work here. If any member of our crews feel as though they are being discriminated against, for ANY reason, they are free to leave the premises. The client will be charged full cleaning price regardless of the progress of the work and removed from our calendar.
 - **Verbal/Physical Abuse:** Any use of profanity or physical harm aimed toward Maid It! employees will not be tolerated in any way. If harm has been caused, Maid It! will file charges on behalf of the employee(s) attacked. Full price will be charged for the cleaning/contract scheduled and the client will be removed from our calendar. No exceptions.
 - **Cigarette Smoking/Marijuana Use:** Since marijuana use has been legalized in Colorado, many people have it/smoke it out in the open. If you use marijuana, please ventilate the premises prior to our arrival and refrain from smoking while our crews are present. Because of the possibility of “contact high” and the tendency for the smoke to adhere to clothing, this can present a potential hazard to our employees and our business, both with driving and with another client believing they are “getting high” during work hours. If this becomes a problem, you will be asked to find another cleaning company/person.
 - **Unlawful/Awkward Situations:** On occasion, strange situations arise that are difficult to deal with. These can include but are not limited to:
 - **Presence of weaponry or armed individual(s).** If our crews feel threatened in any way, they will leave and call the police if necessary.
 - **Large quantities of marijuana/paraphernalia .** Put it away please.
 - **Other drugs/paraphernalia:** Crews will leave immediately and call police
 - **Children in Hazardous Situations** the police will be notified
 - **Quarreling or Fighting** in front of the crew
 - **Various States of Nudity** please be fully dressed when we arrive
 - **Attempted burglary/break ins**

We will call the police if we feel the situation warrants. We will do whatever we feel necessary to protect our employees and your property.

Payment

Maid It! requires a credit card number for every client to be kept on file. Maid It! is PCI compliant and adheres to all federal and banking requirements. Payment is due on the date of service, unless prior arrangements have been approved by management. Options are as follows:

- **Check (made payable to "Maid It!") or Cash** left on the service day for the crew to pick up. A receipt will be emailed to the address on record.
- **Credit/Debit Auto Pay Program**
- **Net 30 Monthly Invoicing (Requires Auto-Pay) WAC**
- **Via MaidItCO.com payment page on date of service**

- **Opt-Out of Auto-Pay:** there is a 7 day grace period to submit payment without penalty. After 7 days a \$20 late fee will be added and charged to the card on file.

- **Card Declines/Check Returns/NSF** will be charged \$50 *per decline*. After 2 attempts we will contact you for a different card number. Your service may be suspended until the unpaid balance, including NSF fees, is paid in full.

- **Past Due Over 30 days** will be sent to collections and your home removed from the schedule, no exceptions.

- **All costs incurred** to collect delinquent invoices will be added to the balance, up to and including necessary attorney's fees and court costs.

- **Gratuities** are humbly accepted. They may be given to your cleaning team directly, or included with your payment check. Please advise the office if you wish to add a gratuity to your recurring credit card payment.

Scope of Work

Maid It! uses HouseCall Pro[®] software to organize our schedule. Upon agreement and hiring of services, client will receive a confirmation email/text of the appointment time* and for each subsequent visit. Each cleaning will be followed by an email opportunity to rate the service rendered. We appreciate the feedback, good or bad, so we may improve our performance.

**all appointment times are approximate* and may vary depending on weather, cancellations, illness, and other factors.

Maid It! offers a number of cleaning service plans from one-time to recurring. Type of cleaning (e.g. deep or maintenance) must be stated or as noted on original contract. Each home and homeowner have different requirements. Please be specific on all areas that are to be serviced to avoid any confusion or miscommunication. See [Housecleaning Contract](#) for your address.

Criteria are as follows:

- **Information Required:**
 - Address(es) to be serviced
 - Client full name
 - Valid Phone Number
 - Valid email address
 - Nature of the cleaning desired (move in/out, deep, maintenance, construction, etc.)
 - Credit Card (A deposit may be required on large projects)/Signed Credit Card Agreement
 - Signed Contract (Maid It! representative/authorized client)

- **Site inspections:** are strongly recommended prior to any work being done. This gives us a visual of the property so we may provide the most accurate estimate, and for the safety of our employees.
 - **Site Inspection Opt-Out:** If you waive this, you will need to provide pictures and a list of pre-existing conditions (damage and/or exclusions) of the property before we agree to work on site. We will not

guarantee completion and/or the final product. **We reserve the right to charge for all labor/hours on the job**, regardless of previous estimate(s) given.

- Client waives the right to claim damages after the first cleaning visit.
- **Budget Requirements** will dictate the amount of work that can be completed. If a budgetary requisite is in place, Maid It! will expect a list of priorities in order of significance. This ensures the more important tasks are covered first should time run short.

Types of Cleaning

- **Residential Maintenance:** Weekly, Bi-weekly, Monthly, and Will-Call
 - By appointment only
 - Will-Call must allow at least one week for scheduling purposes and is only available as space allows
- **Rental Move Outs:** (Rental Move-Out Contract is required) Most landlords and property managers/companies have a requisite list of cleaning that must be done to be considered for a full or partial deposit refund. Damage considered, we will guarantee our work (site inspection with photographs is required) with a list. Exceptions will be listed on a case by case basis, and prior to any work taking place. If no obligatory list is available, we will clean to the standard we deem fit and our experience (wear and tear considered), and within the client budgetary guidelines set, but will not guarantee results to tenant or landlord. If budgetary restrictions hinder what we believe would be an adequate result, we will either:
 - A. Decline the job due to perceived discrepancies, or
 - B. Have the client sign a waiver of liability for final result, and
 - C. Inform the PM/LL of the discrepancy prior to performing the work to obtain a release of liability.
- **Guarantee will be under these conditions:**
 - It is limited to recleaning of the area(s) in question and only within 48 hours of the original cleaning.
 - A walk-through with the property owner/manager must be done within 48 hours of our cleaning and **before** the space is re-occupied.
 - If no final walk-through is done, all liability and guarantees with Maid It! are forfeit.
 - No refunds will be issued

Vacation Rental: We offer between-guest cleaning, with or without laundry service, and/or property management services

- Priced on a case by case basis
- Must include Google Calendar sharing
- Monthly invoicing available with credit card on file

Exclusions:

- We are not certified to clean and sanitize anything considered to be a bio-hazard, including but not limited to: blood, bodily waste/fluids (feces, urine, emesis not in a toilet), animal waste, syringes, and so forth.
- Curio/collectibles cabinet interiors or other specified items of this nature
- Electronics such as computers, flat screen TV's, stereo equipment will receive a light dusting only, unless instructed not to. Fingerprints and other "smudges" will be left for the homeowner.
- Excessive tidying to get to the area to be cleaned. We expect personal effects to be picked up or moved so that we may do our job. If this is an expectation in addition to cleaning, extra charges may apply, or we may suggest a different service/company.
- Any other item or substance that may be considered hazardous
- Garages
- Outdoor areas

Lockouts:

Not only is a lockout lost revenue for us, it throws the schedule out of sync, and causes inconvenience to other clients. The time it takes to schedule each appointment, and then send a crew to clean, is built into our pricing. When the crews can't get in, we still have to pay them for their time. We can't always "come back", as we have other people to also service. ***If you choose NOT to provide us with a key or code for entry, the following rules will apply.***

- Because reminders are sent, crews that are locked out of the job will take a picture identifying your property with a time stamp. This may be sent to you via text at your request.
- The lockout fee is now \$50, no exceptions.
- You can pay a \$20 deposit for a lockbox to be kept on your property for our use to avoid the risk an unwanted person finding a hidden key.
- A maximum of two (2) lockouts in a 6-month period will result in being removed from the calendar until alternate arrangements can be made up to and including termination of services

Cancellations:

We understand that urgent matters do arise. Our policy is that if you cancel, it is assumed that you will wait for your next regular appointment. There is no charge for more than 48 hours-notice. A \$50 fee may be charged for less than 48 hours-notice. If you cancel your appointments more than twice in a 6 month period, you may be placed on will-call status or removed from our calendar.

Rescheduling:

If you request that we find a different position on our schedule, it will affect the rest of the calendar and other clients. We try to be flexible, but rearranging is time consuming, and generally upsets the apple cart, especially during busy times.

- If you require a rescheduled appointment, different than your normal rotation and that also changes your future rotation, there will be a \$30 fee (requested days and times may not be available)
- Supplementary appointments (such as when company is coming and additional time is needed) will be charged accordingly, and as space allows, but will not be part of or change the regular rotation.
- Adding time to an existing rotation will be granted (normal rates apply) as space allows with at least a 2 week notice, but may be subject to a rescheduling fee.

Dissatisfaction

Maid It! makes every effort to provide for client satisfaction and guarantees all work performed to clients' specifications, including budgetary, and our understanding. We want happy customers, so our dispute policy is as follows:

- **Complaints** must be made within 48 hours of the service date. Please be specific.
- **Areas in question** must be within the parameters discussed by the client and understood by our staff. Example: if a door is closed to a room, we will assume that you do not wish us to access that area for whatever reason, unless otherwise specifically noted. Or conversely, if we don't normally service a particular area of the home, without particular instruction to do so (as in a note left for the cleaning staff), it will not be cleaned.
- **Guarantee** is solely for a re-do of the area(s) in question, or other remedy as agreed upon by Maid It! management and client.
- **Refunds or deductions will be at the discretion of Maid It! management ONLY. Client deductions and/or partial payments will be considered breach of our contract and all unpaid balances will be sent to collections.**
- **Excessive or Numerous** complaints/requests for discounts will be considered grounds for removal from our schedule. While we want the client to be happy, we are not perfect.

Right of Refusal

Maid It! Green Housecleaning reserves the right to refuse and/or terminate service to anyone for any reason and at any time, regardless of prior agreements and/or length of service.

Because we enter private properties, it is understood that any number of circumstances may be present at any time. If any agent of Maid It! deems the premises, physical and/or perceived, hazardous in any way that may present a dangerous or adverse working environment where employees' well-being or equipment may be harmed or compromised, we will leave the site immediately, whether or not the work contracted for has been completed. In these situations, Maid It! also reserves the right to collect for work performed, and all monies agreed to and owed, for each job, regardless of the final product.

If you have any questions regarding the above Terms and Conditions, please feel free to call the office during normal business hours.

M-Th 7a – 4p

Fri 7a – 3p