



# RestoreMyFloor "Stay Beautiful" Service Agreement

This *Stay Beautiful* Service Agreement ("Agreement") is dated and effective \_\_\_\_\_, and is made between \_\_\_\_\_ ("Company") and \_\_\_\_\_, ("Customer") to provide the *Stay Beautiful* service to the Customer as described herein. The Company and the Customer agree as follows:

1. **The *Stay Beautiful* Service.** The areas within your home which we just cleaned as described in the attached invoice are the Initial Service Cleaning. As in the past, the charges for this Initial Service Cleaning are due upon our satisfactory completion of the work. The Company is pleased to return when you contact them to perform further services as you desire and when you desire. However, the Company now offers an optional pre-paid and pre-programmed Service Agreement for future cleanings called the *Stay Beautiful* Program as detailed below:

2. **Service Areas.** Under this Agreement the Company agrees to provide its standard cleaning service (or optional services if described below) to the following areas ("Service Areas"):

Check here if Service Areas covered are the same as the Initial Service Cleaning and attach a copy of the latest invoice to this Agreement. If Service Areas will be different under the Agreement please fill out the following:

Service Areas: # \_\_\_\_\_ Invoice number of listed areas Scotchgard Finish to be applied in all listed areas?

\_\_\_\_\_  
\_\_\_\_\_

Optional Services:	Area	Service
	_____	_____
	_____	_____
	_____	_____

3. **Description and Schedule of Services.** The Company agrees to provide its standard carpet cleaning service within six months of the date of the Agreement to all open areas of your home. ("Open Area Service Cleaning") The term "open areas" is limited to the carpet or other listed textiles in the areas specified above in Section 2 and is limited to those visible areas that are not covered by furniture or other objects. Notwithstanding the foregoing, the Company agrees during every Open Area Service Cleaning to move the dining room chairs, clean under the table and replace the chairs. This provision will apply only if the dining room is carpeted and only if it is listed in the Service Areas above.

The company further agrees within twelve months of the date of this Agreement to perform the same cleaning service as provided in the Initial Service Cleaning (or as modified in Section 2 above) which shall include moving all furniture except loaded buffets, china hutches, refrigerators, bookshelves and other items that in the opinion of the Company will be hazardous to move. This cleaning is to be called the Full Area Service Cleaning.

Unless modified or cancelled as provided in this Agreement the Company agrees to provide Open Area Service Cleaning every twelve months after the first Open Area Service Cleaning and agrees to provide Full Area Service Cleaning every twelve months after the first Full Area Service Cleaning.

Any time set forth above for any Cleaning may be extended by oral request of the Customer however the Regular Payment Schedule as set forth in this Agreement will stay in effect. The company will make every effort possible to schedule the Service Cleanings in accord with the Customer's request, however the terms of this Agreement stay in effect even if it is impossible to meet the scheduling request. Customer agrees to make a good faith effort to schedule all work within the normal working hours of the Company.

4. **Stay Beautiful Program Fee .** In consideration of the Company's *Stay Beautiful* Program services, the Customer agrees to pay ten (10) percent of the price of the Initial Service Cleaning or the regular cleaning price of the Service Areas noted above. In your case, the amount of your monthly payment will be 10% X \$ \_\_\_\_\_ = \$ \_\_\_\_\_. (the "Regular Payment"). The minimum amount for any contracted Regular Payment is \_\_\_\_\_ per month. The Regular Payment is due on the 1<sup>st</sup> day of the month after the date of this Agreement and for each month thereafter until this Agreement is terminated as described below. Prior to the Company being obligated to perform any Open Area Service Cleaning or Full Area Service Cleaning, the customer shall be current on its Regular Payments at the time the service is to be performed. **The Company will not perform any service under the *Stay Beautiful* program unless the Customer is current with their Regular Payments at the time the service is scheduled.** The Customer will not be entitled to a refund of any portion of any Regular Payment except as detailed below.

5. **Method of Payment.** Payment may be made by credit card or debit card charged monthly or by regular authorized electronic transfer from the Customer’s checking account. (See Authorization Agreement for Direct Payments.)
6. **Automatic Credit or Debit Card Deductions.** To elect this option, the Customer must provide the Company with a qualifying credit or debit card. The Company will automatically charge the Customer’s credit or debit card account for the Regular payment each month until this Agreement is terminated.
7. **Termination or Modification of the Program.** The Customer may cancel or modify their membership in the *Stay Beautiful* program at any time by sending written notice of cancellation to the Company at the address above. Or at the Customer’s option they may also terminate or modify their Agreement by calling the Company at the phone number above. Any modification requested by the Customer must meet the terms of the Agreement contained herein. In the event of termination of the Agreement by the Customer the amount of money not used in previous Service Cleanings (“Unapplied Funds”) will be refunded to the Customer at their option by a) applying the amount as credit to a final cleaning of the premises, b) credit toward a new Initial Service Cleaning in a new residence within the Company’s service area, c) applied to a Gift Certificate that the Customer can give away or d) refunded by Company check mailed to the Customer’s home address within three (3) business days after the request.  
The Company may cancel or modify the Agreement at any time without prior notice. In the event the Company cancels this Agreement with the Customer, it agrees to refund the Unapplied Funds that were paid by the Customer since the last Service Cleaning. In the event of sale or transfer of the Company all terms, benefits and responsibilities of this Agreement shall inure to the new owner(s).
8. **Warranty, Limitation of Liability and Limitation of Remedies.** *The entire liability of the Company for any services provided and Customer’s sole and exclusive remedies shall be limited to the price paid therefore.*
9. **Exclusion of Incidental, Consequential and Certain Other Damages.** *To the maximum extent permitted by applicable law, in no event shall the Company be liable for any special, incidental, indirect or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of confidential information or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including those in good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the services provided by the Company even if the Company has been advised of the possibility of such damage.*
10. **Miscellaneous.**
  - a. **Consent to Breach Not Waived.** Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this agreement.
  - b. **Force Majeure.** Neither party will be liable to the other for any delay or interruption in performance as to any emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
  - c. **Applicable Law.** This Agreement will be covered solely by the internal laws of the State of \_\_\_\_\_, without regard to principles of conflicts of law.
  - d. **Headings.** The titles and captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.
  - e. **Attorneys Fees.** Should either party find it necessary to enforce any term or condition contained within this agreement in a court of law or through arbitration, the prevailing party therein shall be entitled to an award of reasonable attorney’s fees and costs to be taxed as part of any judgment awarded.
  - f. **Severability.** If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.
11. **Authorization.** The Customer authorizes the Company to charge the Customer’s checking account or credit or debit card account the Regular Payment from the date of this Agreement and for each and every month thereafter until the Agreement has been terminated or modified as detailed in Section Seven (7) above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

For the Company:

By: \_\_\_\_\_

Customer: \_\_\_\_\_