



TERMS OF SERVICE

The Terms of Service is a referral agreement made between Home Cleaning Maids Referral Agency and the client. Home Cleaning Maids Referral Agency is an Employment Agency/Domestic Referral Agency in the business of assisting clients seeking House Cleaners, Carpet Cleaners, and other independent Service Providers and recruiting and registering qualified professionals/ domestic workers for job referrals, in accordance with California Civil Code §1812.501(h) and AB-5.

Client has requested Agency's services to identify potential domestic workers to provide housekeeping services to Client in Client's home.

The parties hereby agree as follows:

1. **Referral Service:** Home Cleaning Maids Referral Agency's role is to recruit and retain independent domestic workers. All Service Providers undergo an interview with the Agency. The agency will ask questions regarding the work skill and availability of the service provider.
2. **Payment:** Payment is due at the time service is scheduled. Client may provide Agency with a valid credit card to keep on file for billing. Client is responsible for and agrees to pay Agency for the full cost of Client's requested services. The referral fee charged by Agency for its services shall be reasonable, negotiable and based on a fixed percentage of the service cost per the Agency's established fee schedule. Without exception there are no refunds for the cleaning service.
3. **Cancellation:** Failure to notify Agency twenty-four (24) hours in advance of cancellation of any requested service will result in a \$99 fee charged for the scheduled visit. There are no refunds for the cancellation charge unless the client has been excused by the agency of the \$99 fee due to an emergency considered valid by Home Cleaning Maids Referral Agency.
4. **Lock Out or No-Show:** It is the responsibility of Client to ensure access for cleaning. If Client is not available or other access arrangements have not been made and the Service Provider is unable

to enter, there will be a \$99 lock-out charge. There are no refunds for the lock out charge unless the client has been excused by the agency of the \$99 fee due to an emergency considered valid by Home Cleaning Maids Referral Agency.

5. Service Provider Performance: For quality assurance, a “walk-through” or inspection is required at the completion of service. The service provider must be contacted on the worksite after completion of the service if the client is not entirely satisfied with the housekeeping work that was performed.

6. Direct Hiring Prohibited: Client agrees not to directly engage the services of any referred Service Provider during the term of this Agreement and for a period of nine (9) months after termination of services without informing Agency of the scheduled services. Should services commence or additional services be provided without informing Agency, Client agrees to pay Agency \$5,000 as a finder’s fee.

7. Performance of Services: The Service Provider represents that he/she possesses the qualifications, ability and experience to perform all services requested by and rendered to Client without the advice, control or supervision of Agency. The Service Provider shall be solely responsible for satisfactory performance of services to be rendered to Client. In the event Client communicates a complaint regarding the quality of services rendered or work performed, breakage, theft, or any other problem occurring while the Service Provider rendered service, it is the sole responsibility of the Service Provider to resolve the problem directly with Client. If any such complaints or concerns are received by Agency, Agency agrees to promptly inform the Service Provider so he or she may resolve the matter directly with Client. Agency shall not be liable, and Client agrees to indemnify Agency from and against any claims, losses, costs, fees, liabilities, damages, or other injuries that arise as a result of the Service Provider’s actions or unsatisfactory performance. Without exception there are no refunds for the cleaning service.

8. Independent Domestic Worker: Agency is not the employer of the domestic worker referred to Client. Client acknowledges that she or he may have employer responsibilities depending upon the nature of the professional relationship established with the referred Service Provider and thus, may be liable for payment of State and/or Federal

employment taxes incurred during and throughout the course of the engagement. In addition, Client acknowledges that Agency shall not be liable, and Client agrees to indemnify Agency from and against any claims, losses, costs, fees, liabilities, damages, or injuries arising out of Client's failure to pay any such taxes.

9. Acceptance of Terms: Client understands and agrees that Client's engagement or utilization of the services of a Service Provider referred by Agency will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to Agency.

10. Termination: Client reserves the right to replace or terminate the Service Provider for any reason.

11. Attorney's Fees: Client agrees to pay all reasonable costs, including, but not limited to, attorney's fees incurred by the Agency to enforce any provision in this Agreement.

12. Governing Law/Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of The State of California. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in San Diego County, California.

13. Consent for Use of Electronic Signatures: This Agreement may be executed by original, facsimile, and electronic signatures, each of which when affixed shall be deemed to be an original that is enforceable against the executing party. The customer may log in to the company website and choose whether to accept or reject this agreement at any time.

14. Refund Policy: Without exception there are no refunds for the cleaning service. In the event the signed customer claims a chargeback on their credit or debit card for the services that were provided by Home Cleaning Maids, and the card issuer determines that the customer has committed fraud by requesting a charge back, the signed customer shall pay Liquidated Damages to the Agency at the amount of \$750.00 in addition to the cost of service per occurrence.

15. Background Check Request Clause for Client Agreement: Client may request a background check for any service provider Agency refers

to Client. To ensure FCRA compliance, it is Agency's policy to provide Clients with an attestation of completion of background check pursuant to Client's requirements, but not the actual results. Client agrees to comply with applicable law related to background checks, reports, and any action taken.

16. Privacy Policy We will only share your personal information with third parties if it is necessary to provide our cleaning services or if we are required to do so by law. We may share your information with the following third parties: Our independent domestic referrals, Our payment processing partners, and other service providing software partners. Digital photographs may be taken on scene for internal records or posted on social media in order to attract new customers and spread the "Westshore Spirit." Furthermore, we respect your privacy and will not share any of your private information publicly without your consent.

17. Opt in for SMS using our Toll Free numbers. When receiving SMS messages from Home Cleaning Maids or from any of our toll free numbers Msg & data rates may apply. For help, contact office@homecleaningmaids.com. When receiving incoming messages, you may opt out by replying "Stop."

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, the customer who electronically signed, hereby acknowledge and agree to the following:

The Coronavirus ("COVID-19") pandemic is a present risk to human health. COVID-19 is highly contagious and has a mortality rate potentially greater than the flu. COVID-19 can spread easily and exponentially. While people of all ages are at risk of catching COVID-19, persons especially at risk are those with compromised immune systems and the elderly. Persons over 65 years of age may be at particular risk as well. In order to reduce the spread of COVID-19, the State of California, as well as many California cities and counties have issued "Safer at Home" or "Shelter in Place" orders, with exceptions for essential activities.

I understand the hazards of COVID-19 and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances

regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, that I am receiving a referral from Home Cleaning Maids Referral Agency. I also understand that the referral is an independent service provider.

I shall indemnify, defend, and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever arising from or out of, or relating to, directly or indirectly, my potential and/or actual exposure to COVID-19. I declare that I agree to take all recommended and reasonable actions to protect myself and others from exposure to COVID-19, and that I assume the risk of contracting or spreading COVID-19, as applicable.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of California.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT

Most discounts are for Deep Clean or First Time Cleaning only. Discounts may be used only 1 time.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made to me; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by it.

Terms may change without notice.

