



FACILITY MANAGEMENT CONTRACTING SERIES

What Your Cleaning Contract Should Say

What the clauses, definitions, and protections actually look like in a contract worth signing.

68%

CONTRACTS WITH
NO TASK-LEVEL
SCOPE

\$47K

AVG. ANNUAL COST OF
UNRESOLVED SERVICE
DISPUTES

82%

OF FACILITY MANAGERS WHO
SWITCHED CITED CONTRACT
AMBIGUITY

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What's Inside

If you're signing or renewing a cleaning contract, this is what you need to read first. It covers the clauses that actually matter, why most contracts skip them, and what a professionally structured agreement looks like compared to the kind of document that gets converted straight from a proposal without anyone asking hard questions.

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SECTION 1

The Contract Most Facilities Actually Have

Most cleaning contracts are two or three pages long and vague enough to describe any building in any city. That vagueness isn't neutral ground. It consistently works against the facility.

What "General Cleaning" Actually Means

Walk through almost any commercial or industrial cleaning contract and you'll find language like "general cleaning of common areas," "daily janitorial services," or "maintain cleanliness of all occupied spaces." Those phrases sound reasonable. They are not scope definitions. They're placeholders. Neither party can look at that language after a complaint and determine who's right, because nothing in the document defines what was expected, what gets measured, or what done actually looks like.

When a dispute comes up and the contract says "clean restrooms daily," both sides have an argument. The facility says the restrooms weren't adequately cleaned. The provider says they were. Nothing in the document resolves it. That kind of ambiguity has a real cost. ISSA research puts the average annual cost of unresolved service disagreements at approximately \$47,000 per affected facility once you factor in administrative time, re-service costs, and eventual re-procurement. (ISSA, Cleaning Industry Management Standard, 2024)

2.3

AVG. COMMERCIAL CLEANING
CONTRACT LENGTH

BSCAI Member Survey, 2023

71%

NO QUALITY MEASUREMENT
DEFINED

ISSA Contracting Study, 2024

54%

CONTAIN NO TERMINATION CLAUSE

BOMA Facility Services Survey, 2023

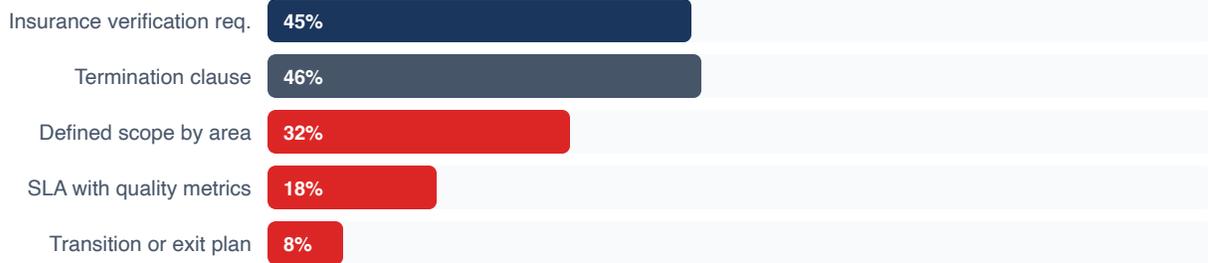
The Gaps That Show Up in Practice

The BSCAI Member Survey (2023) found that most commercial cleaning agreements are drafted by the provider, not negotiated by the facility. That's worth sitting with. The language in the contract reflects the provider's interest in limiting their enforceable obligations, not your interest in having clear accountability. The survey found 68 percent of contracts had no task-level scope, 71 percent had no quality measurement methodology, and 54 percent had no termination clause at all.

Those gaps hit you at different points. In year one, no quality metrics means you have no formal basis to complain when service slips. By year two or three, no termination clause means you're stuck. There's no clean exit without breach of contract exposure. And by the time the relationship falls apart completely, both sides are fighting over a document that was never built to resolve anything.

How Many Commercial Cleaning Contracts Actually Include Key Protections

ISSA and BSCAI member surveys, 2023-2024



Why Providers Write Contracts This Way

This isn't mostly a bad-faith problem. Most providers aren't sitting down to deliberately write contracts that give them wiggle room. The vagueness is structural. What happens is the proposal document gets converted into a contract without anyone stopping to rewrite it as an accountability document. The proposal says "clean restrooms daily" because that's how the service was scoped for pricing. Nobody took the next step of translating that into a task list, a standard, and a measurement method.

And the facility manager reviewing it is usually looking at a budget number and a start date, not running it through a contracting checklist. By the time a real dispute surfaces, everyone's locked into a document that was never designed to handle one.

IFMA research found that 82 percent of facility managers who switched cleaning providers named contract ambiguity as a contributing factor.

Not poor performance. Contract ambiguity. When the agreement can't determine whether a standard was actually met, there's no productive place for the frustration to go. Re-procurement becomes the answer. Replacing a cleaning provider costs \$18,000 to \$35,000 for a mid-size commercial facility when you add up transition time, re-bidding, and service gaps. Writing a better contract upfront is a lot cheaper. (IFMA Facility Management Benchmarking Report, 2024)

If your cleaning contract could describe any building in any city, it doesn't describe yours.

A contract without scope definitions, quality metrics, and a termination clause isn't really a cleaning agreement. It's a purchase order with a calendar attached. The sections that follow get into what a real agreement actually contains and why each piece matters for both sides.

SECTION 2

Scope Definition: The Single Most Important Clause

Almost every contract dispute I've seen traces back to scope. Not the insurance section. Not the pricing. Scope. If the agreement can't tell you what was promised, nothing else in the document gives you a way to establish what went wrong.

What a Scope Definition Actually Contains

A scope definition isn't just a list of spaces. It's tasks, frequencies, standards, and responsible parties organized by area type. The whole point is to make "clean" something you can actually measure. If two people reading the same contract could reach different conclusions about whether the work was done, the scope isn't finished.

For every area in the facility, a real scope definition answers four questions: What tasks are performed? How often? By what time? And what does the completed result look like? Miss any one of those and the scope has a gap. ISSA research estimates that incomplete scope definitions are the direct cause of 62 percent of commercial cleaning disputes that escalate past informal complaint. (ISSA CIMS Contract Standards, 2024)

Vague Scope (Unenforceable)

"Clean restrooms daily."

No tasks listed. No time window. No standard defined. No restocking requirement. Inspector cannot audit this against the contract.

Defined Scope (Auditable)

"Restrooms: sanitize all touch-point surfaces (door handles, faucet handles, flush levers, soap dispensers, light switches), restock consumables to 75% minimum capacity (paper towels, toilet paper, soap), mop floors with germicidal cleaner, empty waste receptacles, spot-clean mirrors and partitions, inspect grout for visible discoloration. Performed daily. Completed by 6:00 AM or prior to first occupied hour."

Scope by Area Type: A Reference Framework

Different areas need different things. Restrooms aren't offices. Conference rooms aren't stairwells. A scope definition that puts everything on the same frequency schedule is almost always wrong for some portion of the building. The table below draws on ISSA and BOMA facility benchmarks as a working framework.

AREA TYPE	STANDARD FREQUENCY	SPECIFIC TASKS REQUIRED	QUALITY STANDARD
Restrooms	Daily, high-traffic: 2x/day	Sanitize all touch points, restock consumables to 75%+, mop germicidal, empty bins, inspect grout quarterly	ATP swab or visual inspection: no visible soil, full consumables

AREA TYPE	STANDARD FREQUENCY	SPECIFIC TASKS REQUIRED	QUALITY STANDARD
Private offices	3x per week	Vacuum carpeted areas, empty trash, wipe hard surfaces, dust horizontal surfaces including sills	No visible debris, empty bins, dust-free horizontal surfaces
Common corridors	Daily	Sweep or dust-mop hard floors, spot-clean glass, wipe handrails, check for spills or debris	No visible soil or debris at any point during occupied hours
Break rooms / kitchens	Daily	Wipe counters and appliance exteriors, clean sinks, empty trash, sweep and mop floors, restock paper products	No food residue, clean sink, no trash overflow
Conference rooms	Daily or post-use	Wipe tables and chair arms, vacuum or sweep floors, empty trash, clean glass surfaces	Set for occupancy: chairs aligned, no visible soil or debris
Lobby / reception	Daily, with periodic detail	Polish hard floors or vacuum entry mats, wipe glass doors, dust reception surfaces, empty bins	No footprints, no smudged glass, no visible dust
Stairwells	Weekly minimum	Sweep landings and treads, wipe handrails, remove debris	No accumulated debris, handrails clean to touch
Floor deep clean	Quarterly or semi-annual	Strip and wax VCT, scrub tile grout, burnish polished surfaces	Manufacturer finish specifications or visual luster standard defined in contract

Frequency Tables Are Not Optional

Frequency tables are a starting point, not a finish line. A contract that specifies frequency without a task list is better than nothing, but it still leaves you exposed. "Offices cleaned 3x per week" tells the crew when to show up. It says nothing about what they actually do when they get there. You need both for the scope to hold up.

BOMA's Facility Services Benchmarking Report (2023) found that facilities with task-level scope definitions had 44 percent fewer unresolved service complaints per year compared to facilities with frequency-only contracts. The provider quality didn't change. The measurable standard did.

THE SCOPE AUDIT TEST

Here's a quick test before you sign anything. Pick any area in your facility. Read the scope language for that area. Then ask yourself: if I walked in there after the cleaning crew left, could I look at this contract and tell objectively whether the work was done? If the answer is no, the scope isn't done. Every clause that needs interpretation is a dispute that just hasn't found a trigger yet.

A scope definition is a promise. If it's not specific enough to audit, it's not really a promise.

The scope section is the only part of the contract that tells you what you're actually buying. Everything else, the SLAs, insurance requirements, termination language, all of it exists to enforce the scope. Without a defined scope, you have nothing to enforce. That's where every contract review should start.

SECTION 3

Service Level Agreements That Actually Work

An SLA with no remedy clause is a suggestion. One built on satisfaction surveys is closer to an opinion poll. Neither one does anything useful when service actually drops.

What Makes an SLA Enforceable

An SLA is supposed to define the standard, the measurement method, and the consequence when the standard isn't met. Most cleaning contracts that include SLA language fail on that third piece. They'll define a standard, maybe describe a measurement method, then go completely silent on what actually happens when the number comes in below the threshold. Without a remedy clause, an SLA is just a description. It has no teeth.

Three things make an SLA enforceable. First, a defined standard, meaning what good looks like in measurable terms. Second, a measurement method, whether that's inspection-based scoring, response time tracking, or documented audit results. Third, and this is the one most contracts skip, a remedy. What does the provider do, and what does the client receive, when the number misses?

Weak SLA

"Provider will maintain cleanliness to client satisfaction. Issues should be reported within 48 hours and will be addressed promptly."

No measurement standard. "Satisfaction" is subjective.
"Promptly" is undefined. No remedy stated. No escalation path.
Not enforceable.

Strong SLA

"Monthly inspection audits will be conducted jointly. A score below 85 on any section triggers a re-service within 24 hours at no additional cost. Three consecutive months below 85 in the same section constitute a material breach and activate the early termination clause."

Numeric threshold. Joint measurement. Defined remedy.
Defined escalation. Enforceable.

Inspection-Based Scoring vs. Satisfaction Surveys

Quality measurement in a cleaning contract needs to be inspection-based, not survey-based. A satisfaction survey asks an employee whether they feel the building looks clean. An inspection audit checks whether a specific task list was completed to a defined standard in a specific space. Those are fundamentally different things and they produce fundamentally different results.

Survey results are inconsistent and hard to contest. The same restroom in the same condition scores a 2 from one person and an 8 from another. Inspection audits produce scores you can compare against a threshold, repeat over time, and actually use in a dispute. ISSA's Cleaning Industry Management Standard defines an inspection framework that contracts can reference directly. Scoring systems built on CIMS or BOMA's facility audit protocols are what professional contracts use. (ISSA CIMS, 2024; BOMA Facilities Management, 2023)

Response Time Requirements

Response time is a separate SLA element from quality scoring. They address different things. The monthly audit covers planned work. Response time covers the unplanned stuff: a spill, a restroom that develops a problem mid-shift, something a building occupant flags. Both need defined timeframes or you've got no standard to hold anyone to.

Per BSCAI operational guidelines, standard benchmarks are: acknowledge a reported issue within 2 hours during service hours, re-service for routine complaints within 4 hours, and re-service for anything health-relevant, spills or restroom conditions, within 2 hours. Any contract that says only "timely response" has no enforceable standard for any of this.

SLA FRAMEWORK TEMPLATE

Monthly audit: Joint inspection using defined scoring sheet. Minimum passing score: 85/100 per area category.

Re-service trigger: Any section score below 85 requires re-service within 24 hours at no charge.

Response time: Routine complaints acknowledged within 2 hours, re-serviced within 4 hours. Health-relevant complaints re-serviced within 2 hours.

Remedy for missed SLA: First miss in a 12-month period: written notice and corrective action plan within 5 business days. Second miss in the same category: 10% credit on the applicable monthly invoice. Three consecutive misses in the same category: constitutes material breach.

Escalation path: Account manager contact, then operations director, then executive escalation with a defined response deadline at each level.

Escalation Procedures

An escalation procedure defines what happens when the first response doesn't resolve it. Without one, the client's options after a failed re-service are accept the result or threaten to terminate. Neither of those is a good way to manage a professional services relationship.

A functional escalation structure has three levels. First level: the account manager responds and re-services. Second level: a senior operations contact gets involved and root cause goes in writing. Third level: the issue gets formally logged as an SLA breach and the remedy clause kicks in. Each level has its own defined response window. That structure turns a complaint into a process, which is better for both sides than letting it fester into a dispute.

An SLA without a remedy clause is a suggestion, not a commitment.

The measurement provisions tell you whether you can document a problem. The remedy clause tells you whether you can do anything about it once documented. You need both or the SLA has no practical value. A contract that defines quality standards but leaves out the consequences for missing them has given the provider something to explain around, not something to meet.

SECTION 4

Insurance, Liability, and Indemnification

Your cleaning contractor's insurance is effectively your insurance. When something goes wrong in your facility during cleaning operations and their coverage isn't adequate, your policy absorbs it. Knowing what to require before a claim happens is a lot simpler than trying to recover from a gap after the fact.

Minimum Coverage Requirements

Any cleaning contractor working in an occupied commercial building should carry general liability, workers' comp, and umbrella coverage sized to the actual risk exposure. The table below reflects what BOMA, IFMA, and most commercial real estate managers require, though your specific limits will depend on facility size, occupancy type, and what your lease requires. (BOMA Property Management Standards, 2024; IFMA Contract Management Guide, 2023)

FACILITY TYPE	GENERAL LIABILITY (PER OCCURRENCE / AGGREGATE)	WORKERS' COMP	UMBRELLA
Small office (under 50K sqft)	\$1M / \$2M	Statutory limits	\$2M minimum
Mid-size commercial (50K-200K sqft)	\$1M / \$2M	Statutory limits	\$5M minimum
Large facility / campus (200K+ sqft)	\$2M / \$4M	Statutory limits	\$10M minimum
Healthcare or food service adjacent	\$2M / \$4M	Statutory limits	\$10M minimum, professional liability addl.
Industrial / manufacturing	\$1M / \$2M	Statutory limits	\$5M minimum

The Additional Insured Endorsement

Minimum coverage amounts alone aren't enough. The contract needs to require that your entity is listed as an additional insured on the contractor's CGL policy. That endorsement means if a contractor's employee causes property damage or a third party gets hurt because of the contractor's work, your facility can be defended under the contractor's policy rather than falling back entirely on your own.

Without the additional insured endorsement, the contractor's policy covers the contractor. It doesn't extend to you. This is one of the most common gaps I see in contracts that were put together without legal review. And the endorsement has to be confirmed by a certificate of insurance that names your facility specifically. A COI that just lists coverage limits doesn't confirm additional insured status.

Waiver of Subrogation

A waiver of subrogation prevents the contractor's insurer from coming after your facility after paying a claim on the contractor's behalf. Without it, you have a real scenario where a contractor's employee gets hurt on your property, workers' comp pays the claim, and then the insurer pursues subrogation against your facility. The waiver closes that door. Require it in the contract and confirm it on the certificate. (BOMA Risk Management Guidelines, 2024)

WHAT TO VERIFY ON THE CERTIFICATE OF INSURANCE

CGL coverage: Limits meet or exceed what the contract requires.

Additional insured: Your entity listed by name. "As required by contract" is not sufficient.

Waiver of subrogation: In writing on the certificate or confirmed in a separate endorsement.

Workers' compensation: Statutory limits for your state. Employer's liability at \$1M/\$1M/\$1M minimum.

Policy effective dates: Coverage runs continuously through the full contract term. No gaps, no renewal lapses.

Cancellation notice: Contract should require 30-day advance notice of any policy cancellation or material change.

Indemnification: Mutual vs. One-Sided

The indemnification clause determines who bears legal and financial responsibility when something goes wrong. A one-sided clause, which is typically what the contractor writes when they draft the contract, usually requires the client to indemnify the contractor for any claims arising from work on the premises, including claims caused by the contractor's own negligence. A mutual clause holds each party responsible for their own negligence and actions.

One-sided indemnification clauses are common in service provider-drafted contracts. They're not standard or required, but they show up constantly. Before signing, find the indemnification clause and check whether it's mutual. If it's not, negotiate it. An attorney reviewing a contract with one-sided indemnification before signing costs a fraction of what litigating the consequences of it costs after.

Your cleaning contractor's insurance is your insurance. When theirs falls short, yours is next.

The insurance section of a cleaning contract isn't administrative box-checking. It's the coverage layer that activates when something goes wrong. A slip by a cleaning employee, property damage during floor work, a chemical incident in a restroom, these are the events where the contractor's policy needs to be the first line of response. You need to know what that coverage actually looks like before something happens, not while you're in the middle of it.

SECTION 5

Pricing Structure Red Flags

Every pricing model in commercial cleaning involves trade-offs. The real question is whether those trade-offs are visible in the contract or buried somewhere in the scope language.

Per-Square-Foot: The Most Transparent Model

Per-square-foot is the industry standard for a reason. It ties cost to the variable most directly correlated with cleaning workload, it gives both parties a consistent basis for adjustments when square footage changes, and it makes competitive comparisons straightforward. ISSA and BSCAI both identify it as the preferred pricing methodology because it connects cost to scope rather than to labor hours or an arbitrary flat estimate. (ISSA Industry Pricing Guide, 2024; BSCAI Best Practices, 2023)

\$0.08-\$0.18

INDUSTRIAL / WAREHOUSE PER-SQFT RANGE

ISSA Industry Pricing Guide, 2024

\$0.15-\$0.35

OFFICE / COMMERCIAL PER-SQFT RANGE

BSCAI Member Survey, 2024

15-20%

BELOW-MARKET PRICING LIKELY TO CUT CORNERS

ISSA Contract Quality Study, 2023

Flat Rate: What It Hides

Flat rate pricing looks appealing on a budget sheet. Simple number, easy to compare. But it disconnects cost from scope, and that creates a structural problem. As the provider's labor costs go up year over year, the flat rate squeezes their margin. The response isn't always a renegotiation request. Often it's a quiet scope reduction. Crews get smaller, frequencies get cut, and the same invoice shows up every month regardless. Without a task-level scope definition, there's no way to see it happening until service has already deteriorated.

Flat rate contracts aren't automatically a problem. But they require a precise task-level scope definition, a quality measurement methodology, and a pricing escalation clause to be safe. Without those three things, you have a fixed invoice attached to a service level that's going to drift downward.

Hourly: The Misaligned Incentive Problem

Hourly pricing has a built-in misalignment problem. You want the work done efficiently. The contractor makes more money when it takes longer. That misalignment doesn't require anyone to act in bad faith to produce bad outcomes. A team paid by the hour has no natural incentive to find faster methods, better equipment, or tighter processes. For a one-time project, hourly might make sense. For ongoing cleaning services, it's the model most likely to produce scope drift and escalating costs over time.

Per-Square-Foot (Recommended)

Transparent. Tied to a real, measurable facility variable. Makes competitive comparisons straightforward. Adjusts naturally when square footage changes. Keeps cost tied to scope.

Requires: task-level scope definition, annual escalation clause, clear process for handling scope changes.

Flat Rate (Use with Caution)

Easy to budget. Creates a slow incentive for scope reduction as the provider's costs rise. Service degradation is invisible without measurement.

Only safe if paired with task-level scope, quality audits, an escalation clause, and annual review.

Red Flags in Any Pricing Model

A few contract elements signal financial risk regardless of the pricing model. No escalation clause means the provider is eventually going to be delivering service at a margin that requires cutting corners or forcing a renegotiation mid-contract. No annual review provision means cost creep has nowhere to surface. And below-market pricing, more than 15 to 20 percent under competitive rates for the facility type, is the single most reliable indicator of future problems. ISSA's 2023 contract quality study found that contracts priced 20 percent or more below market produced formal service complaints within 18 months in 74 percent of cases. (ISSA Contract Quality Study, 2023)

The \$0.05 Difference on a 100,000 sqft Facility

Facility size	100,000 sqft
Competitive market rate (commercial office)	\$0.20/sqft/month
Below-market quote received	\$0.15/sqft/month
Monthly savings at the lower rate	\$5,000
Annual savings at the lower rate	\$60,000
Average cost of provider replacement (IFMA, 2024)	\$18,000-\$35,000
Break-even if service fails within 12 months	\$25,000 net loss potential

Annual Escalation Clauses

Cleaning is a labor-intensive business. Wages go up. Benefits costs change. Minimum wage legislation affects every market. A contract with no escalation clause locks the provider into a margin that erodes annually. The response is usually scope reduction, crew turnover, or an uncomfortable renegotiation conversation. None of those outcomes work for the client. A reasonable escalation clause ties adjustments to a published index, typically CPI or the Employment Cost Index, with a cap of 3 to 5 percent per year. The provider gets a predictable cost recovery path. You get a ceiling. Both sides benefit from not having to renegotiate under pressure. (Bureau of Labor Statistics, Employment Cost Index, 2024)

If the price looks too good, the scope is too thin. It works out that way every time.

Below-market pricing isn't a deal you found. It's a margin problem the provider hasn't disclosed yet. The disclosure comes later, through smaller crews, missed tasks, supply substitutions, or a renegotiation attempt once the relationship is established and switching is inconvenient. The better you understand the real cost structure of professional cleaning, the faster you can spot when a quote mathematically can't deliver what the scope requires.

SECTION 6

Termination, Transition, and Exit Clauses

The exit clause is the most important clause you hope you never need. But how a cleaning relationship ends is determined entirely by what the contract says before it starts.

Why a 30-Day Out Clause Matters

The most important protection in any service contract is the right to exit without having to prove anything. A 30-day termination for convenience clause gives the facility a clean path out of a relationship that isn't working, without requiring proof of material breach, without litigation exposure, and without being trapped with a failing provider for the rest of a multi-year term.

Without termination for convenience, the only exit before term expiration is proving material breach. That requires documented SLA failures, which most vague contracts can't actually support. BOMA's 2023 Facility Services Survey found that 54 percent of commercial cleaning contracts contain no termination clause at all. Of the 46 percent that do have one, fewer than half include termination for convenience language. The result: a facility with a poor provider and a bad contract has very few options that don't involve a lawyer. (BOMA Facility Services Survey, 2023)

Risky Termination Clause

"This agreement shall remain in effect for a period of 24 months from the execution date. Either party may terminate for cause upon 30 days written notice if the other party fails to cure a material breach within 15 days of written notice."

No termination for convenience. Exit requires proving material breach. With no SLAs in the contract, "material breach" is nearly impossible to establish. Client is effectively locked in for the full 24 months.

Protective Termination Clause

"Either party may terminate this agreement for convenience upon 30 days written notice. Termination for cause (material breach, three consecutive SLA failures, or insurance lapse) may be immediate upon written notice. Upon termination, provider will cooperate fully with transition activities through the final service date."

30-day convenience exit available to either party. Cause-based immediate exit defined. Transition cooperation required. Clean and enforceable.

Transition Planning: What Happens Between Providers

The period between providers is the highest-risk window in any cleaning services relationship. The outgoing provider has every reason not to go above and beyond. The incoming provider doesn't know the building yet. Without a formal transition plan built into the contract, the service gap is real and it can stretch for weeks. IFMA's Contract Management Guide specifically identifies the transition as the highest-risk period and recommends that all contracts include provisions for it. (IFMA Contract Management Guide, 2023)

A transition plan needs to cover four things. Knowledge transfer: the outgoing provider documents access codes, key locations, equipment placement, supply storage, and any site-specific protocols. Equipment inventory: provider-owned equipment stored on-site gets removed on a defined schedule. Supply handover: consumables get inventoried at transition and either purchased by the incoming provider or credited. Overlap period: a defined window where both providers can operate simultaneously if the incoming team needs to get up to speed on the facility.

Key Handover and Access Management

Most facilities give their cleaning contractor physical keys, access cards, alarm codes, or BMS access. The contract needs to specify what access is provided, how it's documented at the start, and exactly how it gets returned at the end. Key handover should require written acknowledgment. Alarm codes need to be changed at contract end, not just when the new provider comes in.

The absence of an access management clause doesn't mean access won't be given. It means there's no formal mechanism to confirm it was ever returned, revoked, or changed. The security risk of a former provider retaining active building access isn't hypothetical. It's the kind of oversight that only becomes visible after something goes wrong. (ISSA Security and Access Standards, 2024)

WHAT A TRANSITION CLAUSE SHOULD COVER

Knowledge transfer period: Define how many days before last service date this begins. Typically 10-15 business days out.

Documentation delivery: Outgoing provider must deliver a written document covering access, protocols, equipment locations, and supply inventory before the final service date.

Equipment removal deadline: All provider equipment off-site within 5 business days of last service date.

Key and access return: All physical keys, access cards, and fobs returned by the final service date. Written acknowledgment on both sides.

Code reset: Client obligation to change alarm codes at transition. Former provider should not retain active access codes post-contract.

Cooperation clause: Outgoing provider agrees to answer reasonable transition questions from the incoming provider for 30 days at no additional charge.

The exit clause is the most important clause you hope you never have to use.

Most facilities sign a cleaning contract when everything looks fine and an exit feels like a distant hypothetical. But the termination and transition language in that contract determines what options you actually have when things don't go as planned. A 30-day convenience exit and a real transition plan aren't pessimistic provisions. They're professional ones. They protect both sides and make ending a contract as orderly as starting one.

SECTION 7

The Pre-Signing Checklist

Fifteen questions to run through before signing any cleaning contract. Each one targets a gap that shows up repeatedly in disputes, provider failures, and transition problems that could have been caught before the ink was dry.

How to Use This Checklist

Go through each question against the actual contract you're reviewing. If the contract doesn't address the question, that's a negotiation point, not something to let go. A provider who won't address these questions in the contract language is telling you exactly how disputes will get handled once you're signed and stuck.

#	QUESTION	WHY IT MATTERS	RED FLAG ANSWER
SCOPE (QUESTIONS 1-4)			
1	Does the contract define tasks by area type, not just frequency?	Frequency without tasks cannot be audited. You cannot determine if the work was done correctly from a frequency-only scope.	"Daily cleaning" or "weekly service" with no task list attached. Any scope that applies to every facility without modification.
2	Is each area defined with a specific completion standard or measurable outcome?	A standard is what makes a scope definition auditable. Without it, "clean" remains a subjective argument.	Scope language that uses "clean," "maintain," or "service" without defining what those words mean in measurable terms for each area.
3	Are supply restocking standards defined (e.g., consumables stocked to 75% minimum)?	Supply management is part of restroom and break room scope. Undefined restocking requirements are a common service complaint that contracts should anticipate.	No mention of restocking in restroom or break room scope. "Refill supplies as needed" with no minimum threshold defined.
4	Does the scope address periodic tasks (floor stripping, grout cleaning, window washing) separately from routine tasks?	Periodic tasks have different frequencies and pricing. Bundling them into routine scope without definition leads to disputes about whether they are included.	Periodic tasks mentioned in a list without frequency, included or excluded status, or pricing. "Full-service cleaning" language without defining what periodic work is covered.
QUALITY (QUESTIONS 5-7)			

#	QUESTION	WHY IT MATTERS	RED FLAG ANSWER
5	Is quality measured by inspection audit rather than satisfaction survey?	Inspection-based scoring is objective, consistent, and contestable. Survey-based measurement is neither.	"Client satisfaction" as the stated quality metric. No inspection protocol referenced. No scoring methodology defined.
6	Is there a defined response time for complaints, separate from the monthly audit cycle?	Complaints arise between scheduled audits. Without a defined response time, "we'll address it" is the only commitment.	"We will address issues promptly" or "issues reported to account manager." No hours-based commitment. No escalation path defined.
7	Does the SLA include a remedy clause specifying what happens when standards are missed?	An SLA without a remedy is descriptive, not enforceable. The remedy clause is what gives the quality section operational value.	SLA language that describes the standard without specifying what the provider does when it misses the standard. No credit, re-service, or escalation defined.

INSURANCE (QUESTIONS 8-10)

8	Does the contract require a certificate of insurance naming your entity as an additional insured?	A COI that shows coverage limits but does not name you as additional insured does not extend coverage to your facility.	Insurance requirements listed without additional insured language. "Provider shall maintain insurance" without specifying additional insured status.
9	Is a waiver of subrogation required on all applicable policies?	Without a waiver of subrogation, the contractor's insurer can pursue your facility after paying a claim on behalf of the contractor.	No mention of waiver of subrogation. Certificate of insurance requirement without specifying this endorsement.
10	Does the contract require 30-day advance notice of any policy cancellation or material change?	If the provider's insurance lapses or is cancelled, you need advance notice to require reinstatement or activate the termination clause.	No notification requirement for coverage changes. "Provider will maintain insurance in force" without a notification or lapse remedy provision.

PRICING (QUESTIONS 11-12)

11	Is there a price escalation clause tied to a published index with a defined annual cap?	Without an escalation clause, cost increases are resolved by renegotiation under pressure or by scope reduction without notice.	No escalation clause. Fixed price for the full contract term with no mechanism for cost adjustment. Or: open-ended escalation with no cap.
12	Is the quoted price within 15% of competitive market rates for your facility type and square footage?	Below-market pricing at more than 15 to 20 percent below market is a reliable indicator of future scope reduction or contract instability.	Quote significantly below ISSA or BSCAI benchmark ranges for the facility type. No explanation for the pricing gap. Provider unable to detail labor and supply cost assumptions.

TERMS (QUESTIONS 13-15)

#	QUESTION	WHY IT MATTERS	RED FLAG ANSWER
13	Does the contract include a 30-day termination for convenience clause available to both parties?	Without termination for convenience, exiting a poor-performing contract before term expiration requires proving material breach, which most vague contracts cannot support.	No termination clause. Termination for cause only, with no termination for convenience option. Multi-year term with no exit provision.
14	Is there a transition plan provision requiring documentation, key handover, and cooperation with the incoming provider?	The transition period between providers is the highest-risk period for service continuity. Without a contractual obligation, providers have no incentive to cooperate with their replacement.	No transition language. Contract ends on the last service date with no provisions for knowledge transfer, equipment removal, or access return.
15	Is the indemnification clause mutual, requiring each party to bear responsibility for its own negligence?	A one-sided indemnification clause can require the facility to indemnify the provider for claims arising from the provider's own negligence. This is not standard and should be negotiated.	Indemnification language that requires the client to hold the contractor harmless for all claims arising from work performed, without limiting this to the contractor's negligence.

A contract that can't answer all fifteen of these questions is an incomplete agreement.

That doesn't mean every gap needs new contract language. Some can be addressed through scope exhibits, certificates of insurance, or side agreements. But every unanswered question is a risk you're knowingly taking on. The point of this checklist isn't to stop you from signing. It's to make sure every risk is visible before you do.



MILLENNIUM FACILITY SERVICES

A good contract protects both sides. A great one makes the relationship easier to run.

The facilities that get the most out of their cleaning relationships aren't always the ones with the biggest budgets or the tightest oversight. They're the ones with agreements that define expectations clearly enough that both sides know exactly what success looks like before the first crew walks in.

We write our contracts the way they should be written. Task-level scope by area type, not vague frequency tables. Monthly inspection audits with defined scoring thresholds. Response time commitments with escalation paths that actually go somewhere. Mutual termination rights with transition planning built in from day one.

We do it this way because it's the right way to run a professional cleaning program, and because clients who know exactly what they're getting tend to be clients for a long time.

100%

SCOPE DEFINITIONS WITH TASK-
LEVEL DETAIL

Monthly

QUALITY AUDIT REPORTS
INCLUDED

30-Day

MUTUAL TERMINATION CLAUSE,
STANDARD

Millennium Facility Services

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Contract prevalence and dispute cost data from ISSA Cleaning Industry Management Standard (2024), BSCAI Member Survey (2023-2024), BOMA Facility Services Survey (2023), and IFMA Facility Management Benchmarking Report (2024). Pricing benchmarks from ISSA Industry Pricing Guide (2024). Insurance minimums reflect BOMA and IFMA recommended standards. Individual contract terms and requirements vary by facility type, size, jurisdiction, and specific operating conditions.