

Strive for a Five

REGIONAL EDITION NOTES

United States

Compared with the Australian templates

Written for cleaners and hosts in the USA.

Checked October 2026

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Free to use — please read first

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Laws differ between states, territories and countries, they change over time, and every cleaning business and every client is different. A template can't know your situation.

Before you use, sign or send any of these documents, please have them reviewed by a qualified legal practitioner where you work. In Australia that's a solicitor or lawyer with a current practising certificate. Your state or territory law society can point you to one.

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Regional edition notes: United States

This template is a starting point. Check the official sources linked in these notes, and consider a local legal check before you sign. Wrong edition? The UK and EU notes are separate downloads.

What changes from the Australian master

AU master	USA edition	Why
ABN	EIN (business) or SSN/ITIN (sole proprietor), shown on Form W-9	The IRS collects a taxpayer ID on a W-9 before payment
GST line	"Sales tax, if any, as set by state and local law"	No national sales tax; most states treat cleaning differently
"Contractor" test (Fair Work / ATO)	IRS common-law test, DOL economic reality test, plus state tests (some "ABC" states)	Three layers of tests in the US
Public liability, workers' compensation	General liability, optional bond, workers' compensation per state	Different insurance names and state rules
Privacy Act 1988	State privacy laws (for example CCPA in California) and general data care	No single federal privacy law for this
Australian Consumer Law note	Short note only	B2B contract, consumer law mostly not triggered
Small claims (state tribunals)	State small claims court, limits differ by state	State courts
Governing law: State/Territory	Governing law: State of ____	Same idea
DD/MM/YYYY, AUD, "colour"	MM/DD/YYYY, USD, US spelling ("color", "organize", "license")	Local reading habits

Topic notes

Tax ID. The cleaner gives the host a completed Form W-9 before the first payment. A sole proprietor may use an SSN or ITIN, or an EIN if they have one. The edition should say "Taxpayer ID" and never print a real number in the template. See the IRS W-9 and EIN pages.

Tax forms. Hosts who pay a contractor over the IRS reporting amount generally issue a Form 1099-NEC at year end. The reporting amount has changed in recent years, so the edition says "see the IRS instructions" and does not print a dollar figure.

Sales tax. The US has no national VAT or GST. Whether cleaning is taxable depends on the state (and sometimes city or county). Some states tax certain cleaning or janitorial services, many do not. The clause says "plus any sales tax the law requires" and the notes page points to the state revenue department.

Contractor status. Three things to name in the notes:

1. The IRS looks at behavioural control, financial control and the relationship of the parties.

2. The Department of Labor's Wage and Hour Division uses an "economic reality" test under the Fair Labor Standards Act. The DOL's guidance on this has changed more than once. The edition links to the DOL page and says "check the page for the current status".
3. Several states use stricter tests (the "ABC test" in states such as California, Massachusetts and New Jersey). Reader tip: the label "independent contractor" in a contract does not decide the question by itself. That sentence is safe, widely stated, and useful.

Insurance. US terms: "commercial general liability" (CGL), "janitorial or cleaning bond" (a fidelity bond covering theft by the cleaner, bought by the cleaner or arranged by the host), "workers' compensation" (state-run rules, usually for employees), and "commercial auto" if the cleaner drives for the job. Edition note: the SBA's guide lists the common business covers.

Data protection. Cleaners see guest items, door codes, wifi details and sometimes guest names. The US edition uses a plain "keep it confidential, don't photograph guest belongings, don't share codes" clause. Some states (California is the best known) have consumer privacy laws that apply to businesses over certain size thresholds. The notes link the California AG's CCPA page as an example and say "other states have their own".

Consumer / unfair terms. This is a business-to-business service agreement, so the notes keep this short: general US consumer-protection law mostly deals with consumers. If the host is a private homeowner renting a spare room, the notes say "check your state's consumer rules".

Disputes. Small claims courts exist in every state; the dollar limit varies a lot, so the clause uses a blank. A friendly step first (talk, then written notice, then mediation) is common. Optional binding arbitration is left out of the base edition because it adds cost and complexity for small jobs.

Governing law. "State of ____" and county or parish for venue. Louisiana uses "parish". The edition has a footnote line: "Use the state where the property is."

Format. Letter size (8.5 x 11 in), MM/DD/YYYY, USD (\$), US spelling throughout the edition.

Replacement clauses (USA)

Clause 4. Taxes, Invoicing and Payment

4.1 The Cleaner will give the Host a completed IRS Form W-9 before the first payment is made. The Cleaner's taxpayer identification number is kept private and used only for tax reporting.

4.2 The Cleaner will send an invoice after each clean, or each week, whichever the parties agree in writing. Each invoice will show the date of service, the Property address, the services done, the hours or the flat price, and the Cleaner's business name.

4.3 The agreed rate is \$_____ per _____ (clean / hour / turnover). The rate does not include sales tax. If sales tax applies to the Services under state or local law, the Cleaner will show it as a separate line on the invoice.

4.4 The Host will pay each invoice within _____ days of the invoice date, by _____ (check / bank transfer / Zelle / other: _____).

4.5 If an invoice is paid late, the Host will pay a late fee of _____% per month, or the highest amount state law allows if that is lower.

4.6 The Cleaner is responsible for the Cleaner's own income tax and self-employment tax. The Host will not withhold taxes from payments. If the Host is required by law to report payments to the Cleaner (for example on Form 1099-NEC), the Host will do so.

Clause 5. Independent Status

5.1 The Cleaner is an independent contractor and runs the Cleaner's own cleaning business. Nothing in this Agreement makes the Cleaner an employee, partner or agent of the Host.

5.2 The Cleaner decides how the work is done, the order of tasks, and the equipment and products used, as long as the Services meet the standard in the Schedule of Services. The Host may say what a finished clean looks like. The Host will not direct the Cleaner's working methods.

5.3 The Cleaner supplies the Cleaner's own cleaning products, tools and equipment unless the parties agree otherwise in writing: _____.

5.4 The Cleaner may work for other clients and may send a suitably skilled substitute with the Host's written consent, which the Host will not unreasonably refuse. The Cleaner stays responsible for the substitute's work and for paying them.

5.5 The Cleaner is not entitled to employee benefits from the Host, including paid leave, retirement plan contributions or health benefits.

5.6 Both parties understand that the law of the state where the Property is located, and federal law, decide whether a working relationship is independent contracting. If either party learns that the way the work is actually done differs from this clause, they will talk about it promptly and put it right in writing.

Clause 6. Insurance

6.1 The Cleaner will carry commercial general liability insurance of at least \$_____ per occurrence for the length of this Agreement, and will give the Host a certificate of insurance on request.

6.2 The Cleaner ☐ will ☐ will not carry a janitorial or fidelity bond of \$_____ covering theft by the Cleaner or the Cleaner's staff.

6.3 If the Cleaner has employees or uses substitutes who are employees, the Cleaner will carry workers' compensation insurance as the law of the state of _____ requires.

6.4 The Host will keep property insurance on the Property and its contents. The Host's policy is the first source of cover for damage to the Property, unless the damage is caused by the Cleaner's negligence.

6.5 Each party will tell the other promptly if a policy required by this clause is cancelled or lapses.

6.6 Damage reporting: the Cleaner will tell the Host about any damage or loss within _____ hours, with photos where possible.

Clause 12. Governing Law and Disputes

12.1 This Agreement is governed by the laws of the State of _____, without regard to its conflict-of-laws rules.

12.2 If a dispute comes up, the parties will first talk directly and try to settle it within _____ days of one party giving the other written notice describing the issue.

12.3 If the dispute is not settled, the parties will try mediation with a mediator they both agree on, and will share the mediator's cost equally, before starting court action. Either party may skip this step to ask a court for urgent protection.

12.4 Any court case will be brought in the courts of _____ County, State of _____, including the small claims court if the amount is within that court's limit.

12.5 The losing party in a court case will pay the other party's reasonable costs only if the court orders it.

12.6 Dates in this Agreement are written MM/DD/YYYY. All amounts are in US dollars.

Verified links (USA)

Checked October 2026.

1. IRS: Independent contractor (self-employed) or employee? <https://www.irs.gov/businesses/small-businesses-self-employed/independent-contractor-self-employed-or-employee>
2. U.S. Department of Labor: Misclassification of Employees as Independent Contractors under the FLSA <https://www.dol.gov/agencies/whd/flsa/misclassification>
3. IRS: About Form W-9 <https://www.irs.gov/forms-pubs/about-form-w-9>
4. IRS: Employer identification number (EIN) <https://www.irs.gov/businesses/small-businesses-self-employed/employer-id-numbers>
5. SBA: Launch your business (includes business insurance and tax ID steps) <https://www.sba.gov/business-guide/launch-your-business/get-business-insurance>

Bonus (privacy example): California Attorney General, CCPA <https://oag.ca.gov/privacy/ccpa>