

Strive for a Five

CONTRACT TEMPLATE J

Pre-Signing Checklist, 15 Questions to Ask

Australian edition

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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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Template J: Pre-Signing Checklist, 15 Questions to Ask

When to use this: Before you sign any cleaning contract, with a host, property manager, motel, hotel or agency. Take it to the meeting, tick the answers, and write down anything vague. A good client won't mind the questions.

Job: _____ Client: _____ Date: ____ / ____ / ____

#	Ask this	Why it matters	Their answer
1	Who supplies the linen, towels and consumables?	Washing, drying and ironing take time. If linen is yours, it's a big unpaid cost. Ask who pays for lost or stained linen too.	_____ ____
2	Who supplies the cleaning products and equipment?	Chemicals, vacuums and mops add up. Check there's a safe place to store them.	_____ ____
3	What exactly is a "same-day turnover"?	Ask for the check-out time, check-in time and how many hours you really get. A 2-hour window and a 5-hour window are different jobs.	_____ ____
4	How many rooms or properties a day, and is it guaranteed?	A "up to 20 rooms" and a "guaranteed 20 rooms" are different. Ask what happens in a quiet week.	_____ ____
5	What happens if the clean is cancelled, or guests check out late?	Ask what you're paid for the shift if the job disappears at the last minute, or if you wait around.	_____ ____
6	How and when do I get paid?	Ask for the invoice cycle, payment days, and the late-payment steps. Beware of "paid when the owner pays us".	_____ ____
7	What insurance am I asked to hold, and what does the client hold?	Ask for the amount in writing. Check you can afford and obtain it. Ask who is covered for guest injuries or theft claims.	_____ ____
8	Is my liability limited, or is it unlimited?	A contract that says you pay for "all loss" with no cap is a red flag. Look for a cap linked to your insurance.	_____ ____
9	Is there an indemnity clause, and what does it cover?	An "indemnify" clause can make you responsible for the client's losses, even ones you didn't cause. Ask what it covers, and ask for it to be limited.	_____ ____
10	Does the contract renew automatically, and how do I leave?	Check for auto-renewal, the notice period needed, and any exit fee. Note the dates in your diary.	_____ ____
11	Can the price change, and by how much?	Ask when rates are reviewed, whether CPI applies, and if the client can reduce your rates alone.	_____ ____
12	How is quality measured, and what happens if I fail an inspection?	Ask for the checklist or score sheet up front. Check you get a chance to fix a problem before any penalty.	_____ ____
13	What are the keys, codes and alarm rules, and who pays if one is lost?	Make sure there's a cap on replacement costs, and a clear process for reporting a loss.	_____ ____

#	Ask this	Why it matters	Their answer
14	Am I an employee, a contractor, or something else, and who controls the work?	The real working relationship matters more than the label. Read the Fair Work Ombudsman and ATO guides, and get advice if unsure.	_____ ____
15	Can I show this contract to a lawyer or adviser before signing?	The answer should be yes. Check also what happens if the client wants to change the terms later, and how.	_____ ____

Red-flag check

Stop and ask for advice if you see any of these:

- ☐ Unlimited liability, or "all loss and damage"
- ☐ A broad indemnity clause
- ☐ Auto-renewal with a long notice period or an exit fee
- ☐ Payment only when the client is paid
- ☐ Rates the client can change alone
- ☐ Penalties but no right to fix a problem first
- ☐ You're asked to sign on the spot
- ☐ The contract is very different from what was said in conversation

If it isn't in writing, it's hard to prove later. Get promises added to the contract, and keep your own signed copy.

These are templates, not legal advice. Please get independent legal advice before relying on any of them.