



Clean NoCo, LLC  
Employment Agreement Contract  
Background Check Authorization



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## Employment Contract Agreement

This employment agreement ("Agreement") is made and effective as of the start date provided in the associated Welcome Email by and between a business entity known as Clean NoCo, LLC having its principal place of business at 2519 S Shields St, Ste 1K #540 Fort Collins, CO 80526 ("Employer") and the person aforementioned in the email associated with this document ("Employee").

WHEREAS the Employer intends to hire the Employee for the position of **Cleaning Technician** and the Employee desires to provide their services on the conditions set forth.

IN CONSIDERATION of promises and other good and valuable consideration the parties agree to the following:

### Employee Duties.

The Employee agrees that they will act in accordance with this Agreement and to the best interests of the Employer, which may or may not require them to present the best of their skills, experience, and talents, to perform all the duties required of the position. In carrying out the duties and responsibilities of their position, the Employee agrees to adhere to any and all policies, procedures, rules, and regulations as administered by the Employer. In addition, the Employee agrees to abide by all local, county, State, and Federal laws while employed by the Employer.

### Responsibilities.

The Employee shall be given the job title of **Cleaning Technician** ("Position") which shall involve: The employee's primary responsibility will be cleaning floors in homes, offices, and commercial spaces based on the checklists provided by the employer.

- Employees must act with integrity and maintain a professional appearance and demeanor at job sites.
- If an employee is unable to make a scheduled cleaning, they are responsible for finding a replacement cleaner or team to take over in their absence.
  - If an employee is unable to find a replacement, they are responsible for rescheduling with the customer directly based on the employee's availability and the customer's.
    - If matching availability cannot be found, a cancellation and refund must be requested from the President of the company.
- Employee must complete their work in the time allotted per job
- Amount of work is based on the type of cleaning and usually are purchased on an hourly basis; services will be estimated separately and the maximum number of hours allocated will be provided.
  - Employee is required to clock in and out and will be paid based on the number of hours allocated per job



- If the job is going to require more hours, an email or text confirmation from company owners must be provided
- Some jobs will get done sooner than the allotted time. If this is the case, the employee will still be paid for the full allotted amount of time.
  - The employee is required to remain on-premises at the job site for the full allocated amount of time.
    - This time can be utilized to complete other tasks that perhaps were not part of the job.
- Employees who have cell phones or cameras agree to take before and after photos of all main areas of the home.
  - Employees who do not have cell phones or cameras may borrow some from the owner for the tenure of their employment.
  - In addition to serving as examples of a job well done, photos can be a very useful tool when customers say something isn't done that is done.
  - Cleaners are encouraged to take photos of things like hazardous job sites, mold, or any other situations that may warrant a cancellation so that it is not the customer's word against theirs.
  - In addition to taking photos, employee must complete their job checklist for each area cleaned for each job as a measure of accountability.
- Employee will be assigned cleaning supplies, customer gifts, marketing materials, and other company property to use for work.
  - This property incurs a cost and is only intended for Clean NoCo Business.
- Employee may set their own schedule but must be available to work that scheduled time even with short notice.
  - Employees are encouraged to set their weekly schedule at least 7 days in advance so that there are no surprises later.
- Employee will get paid every other Friday, one week in arrears, based on hours worked
- Company reserves the right to add, remove, or amend work duties and contractual obligations upon written notice to all employees

The Employer may also assign duties to the Employee from time to time by the Employer. The Employee shall be expected to work on a part-time basis with their hours to fluctuate as needed by the Employer.

### Employment Period.

The Employer agrees to hire the Employee on an at-will basis which means this Agreement may be terminated at any time by either the Employee or Employer. After termination by any of the Parties, neither will have any obligation excluding severance as outlined in this Section, confidentiality as listed in Section XI and any non-compete as listed in Section XII.



### Employee's Termination.

The Employee shall have the right to terminate this Agreement by providing at least 14 days' notice. If the Employee should terminate this Agreement, the Employer shall not have any further obligations to the Employee under this Agreement.

### Employer's Termination.

The Employer shall have the right to terminate this Agreement by providing at least 0 days' notice. If the Employer should terminate this Agreement, the Employee shall not be entitled to severance. Employees who fail any of the trial period

### Pay.

As compensation for the services provided, the Employee shall be paid hourly at the agreed upon rate included in the employee welcome email ("Compensation"). The Compensation is a gross amount that is subject to all local, State, Federal, and any other taxes and deductions as prescribed by law. Payment shall be distributed to the Employee on a bi-weekly basis.

### Employee Benefits.

During the term of this Agreement, the Employee shall not be eligible or entitled to any Benefits other than the agreed upon Compensation. This may change at any time or if Benefits become available by the Employer.

### Out-of-Pocket Expenses.

The Employer does not agree to reimburse the Employee for expenses that may or may not be incurred while performing the duties of their position under this Agreement without express verbal or written consent prior to the purchase.

### Trial Period.

The first 90 days are a trial period for employees. During this time, more than two occurrences of one or more of the following will lead to termination:

- Late arrival
- Absence without a confirmed replacement
- Incomplete work
- Poor reviews (if justified with photos)
- Poor communication
- No-call-no-show (NCNS)
  - Please note that NCNS includes any absences for which the notifications are less than sixty (60) minutes prior to the start of a job, and absences where employees fail to contact the company ownership at all

### Vacation Time.

There is no vacation time as most jobs will be part time and flexible against the employee's availability.



### Personal Leave.

The Employee can choose his or her schedule and is not required to work times when he or she is not available. If the employee is unable to make a scheduled shift, it is his or her responsibility to either a) find a replacement, b) reschedule with the customer, or c) receive approval from both customer and president of the company to cancel the appointment.

### Holidays.

Clean NoCo does require work on Holidays and additional Holiday compensation of 1.5 times the standard hourly rate is provided to the employees who are required to work on Holidays.

### Confidentiality.

The Employee understands and agrees to keep any and all information confidential regarding the business plans, inventions, designs, products, services, processes, trade secrets, copyrights, trademarks, customer information, customer lists, prices, analytics data, costs, affairs, and any other information that could be considered proprietary to the Employer (“Confidential Information”). The Employee understands that disclosure of any such Confidential Information, either directly or indirectly, shall result in litigation with the Employer eligible for equitable relief to the furthest extent of the law, including but not limited to, filing claims for losses and/or damages. In addition, if it is found that the Employee divulged Confidential Information to a third (3rd) party with the Employer shall be entitled any and all reimbursement for their legal and attorney’s fees.

After the Employee has terminated their employment with the Employer, the Employee shall be bound to this Section of the Agreement for a period of 3 year(s).

### Non-Compete.

There shall be no Non-Compete established in this Agreement. After the termination of this Agreement, the Employee will be allowed to seek employment or work in the same or like industry free of liability to the Employer. The employee may not share the company’s operations, trade secrets, pricing or payment details, systems, or any other information with any other company or individual. Any Employee found taking business from Employer by way of stealing customers within a twelve (12) month period after termination will be charged \$2,000 per customer.

### Employee’s Role.

The Employee shall not have the right to act in the capacity of the Employer. This includes, but is not limited to, making written or verbal agreements with any customer, client, affiliate, vendor, or third (3rd) party. These rights may or may not change at any time in the future by the Employer. Employee must also commit to appearing at jobs which they have accepted. The following are considered egregious offenses and will be grounds for consequence, up to and including termination:

- Late arrival



- Absence without a confirmed replacement
- Incomplete work
- Poor reviews (if justified with photos)
- Poor communication
- No-call-no-show (NCNS)
  - Please note that NCNS includes any absences for which the notifications are less than sixty (60) minutes prior to the start of a job, and absences where employees fail to contact the company ownership at all

### Appearance.

The Employee must appear at the Employer's desired workplace at the time scheduled. If the Employee does not appear, for any reason, on more than 1 occasion in a 12-month calendar period the Employer has the right to terminate this Agreement immediately. Employee agrees to wear company-provided logo-branded shirts and jeans or khaki pants during a job. Employees are required to protective footwear to ensure safety (sandals and flip flops are not allowed).

### Disability.

If for any reason the Employee cannot perform their duties, by physical or mental disability, the Employer may terminate this Agreement by giving the Employee 7 days' written notice.

### Compliance.

The Employee agrees to adhere to all sections of this Agreement in addition to any rules, regulations, or conduct standards of the Employer including obeying all local and federal laws. If the Employee does not adhere to this Agreement, company policies, including any task or obligation that is related to the responsibilities of their position, the Employer may terminate this Agreement without severance as stated in Employment Termination Section

### Return of Property.

The Employee agrees to return any and all property of the Employer upon the termination of employment. This includes, but is not limited to, cleaning supplies, uniforms, customer gifts, marketing materials, equipment, electronics, records, access, notes, data, tests, vehicles, reports, models, or any property that is requested by the Employer.

- Upon employee termination, any materials assigned to the employee are due back to the company within 24-hours.
  - Employee may make reasonable accommodations to return supplies, but they must be in adherence to company ownership availability and schedule.

### Notices.

All notices that are to be sent under this Agreement shall be done in writing and to be delivered via Certified Mail (return receipt) to the following mailing addresses:



## Employer

Clean NoCo, LLC 1112 Oakridge Drive, Suite #104-544, Fort Collins, Colorado, 80525

## Employee

As outlined in Offer Letter

The aforementioned addresses may be changed with the act of either party providing written notice.

### Amendments.

This Agreement may be modified or amended under the condition that any such amendment is attached and authorized by all parties.

### Severability.

This Agreement shall remain in effect under the circumstance a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

### Waiver of Contractual Right.

If the Employer or Employee fails to enforce a provision or section of this Agreement, it shall not be determined as a waiver or limitation. Either party shall remain the right to enforce and compel the compliance of this Agreement to its fullest extent.

### Governing Law.

This Agreement shall be governed under the laws in the State of Colorado.

Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.





## Background Check Authorization

In the interest of maintaining the safety and security of our customers, employees, and property, Clean NoCo, LLC (the "Company") will order a "consumer report" (a background report) or "investigative consumer report" on you in connection with your employment application, and if you are hired, or if you already work for the Company, may order additional background reports on you for employment purposes. The background check company will prepare the background report for the Company, and their information is available upon written request to the president and Owners of the Company.

The background report may contain information concerning your character, general reputation, personal characteristics, mode of living, and credit standing. The types of information that may be ordered include but are not limited to: Social Security number verification; criminal, public, educational and, as appropriate, driving records checks; verification of prior employment; reference, licensing and certification checks; credit reports; drug testing results; and, if applicable, worker's compensation injuries.

Workers' compensation information will only be requested in compliance with federal Americans with Disabilities Act and/or any other applicable federal, state or local laws and only after a conditional job offer is made. Credit history will only be requested when permitted by law and where such information is substantially related to the duties and responsibilities of the position for which you are applying. The information may be obtained from private and public record sources, including personal interviews with your associates, friends, and neighbors. (An "investigative consumer report" is a background report that includes information from such personal interviews, except in California where that term means any background report that is not a credit report.)

The nature and scope of the most common form of investigative consumer report is an investigation into your education and/or employment history conducted by the Background Check Company or another outside organization. You may request more information about the nature and scope of an investigative consumer report, if any, by telephoning the Company at (970) 415-8175.

A summary of your rights under the Fair Credit Reporting Act is also being provided to you with this form. The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. You will find these rights summarized in A Summary of Your Rights Under the Fair Credit Reporting.

### Authorization For Background Checks

After carefully reading this Background Check Disclosure and Authorization form, I authorize the Company to order my background report, including investigative consumer reports. I understand that the Company may rely on this authorization to order additional background reports,



including investigative consumer reports, during my employment without asking me for my authorization again as allowed by law.

I also authorize the following agencies and entities to disclose to the Background Check Company and its agents all information about or concerning me, including but not limited to: my past or present employers; learning institutions, including colleges and universities; law enforcement and all other federal, state and local agencies; federal, state and local courts; the military; credit bureaus; testing facilities; motor vehicle records agencies; if applicable, worker's compensation injuries; all other private and public sector repositories of information; and any other person, organization, or agency with any information about or concerning me. Workers' compensation information will only be requested in compliance with federal Americans with Disabilities Act and/or any other applicable federal, state or local laws and only after a conditional job offer is made. The information that can be disclosed to the Background Check Company and its agents includes, but is not limited to, information concerning my employment history, earnings history, education, credit history, motor vehicle history, criminal history, military service, professional credentials and licenses and substance abuse testing.

I agree the Company may rely on this authorization to order background reports, including investigative consumer reports, from companies other than the Background Check Company without asking me for my authorization again as allowed by law. I also agree that a copy of this form is valid like the signed original. I certify that all of the personal information I provided is true and correct.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle \_\_\_\_\_

Maiden / Other Names \_\_\_\_\_ Years Used \_\_\_\_\_

If you live or work for the Company in California, Minnesota, or Oklahoma: Check this box if you would like a free copy of your background check report:

Signature of Releasor \_\_\_\_\_ Date: \_\_\_\_\_

### Background Check Information

The information requested below is collected solely for the purpose of aiding the Company in running a background check in connection with your application for employment. The employer is requesting that you provide this information to assist in conducting a thorough background check.

For residents of, or for jobs located in Utah, please do NOT provide your date of birth, social security number or driver's license number until instructed to do so by the Company.



## Personal Info

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_-\_\_\_\_-\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

## Enter any Other Names Used (including maiden names)

Maiden / Other Names \_\_\_\_\_ Years Used \_\_\_\_\_

Maiden / Other Names \_\_\_\_\_ Years Used \_\_\_\_\_

## Addresses within the Last 7 Years

Present Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Prior Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Prior Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Criminal History

Have you ever been convicted of a crime?  Yes  No

If yes, describe: \_\_\_\_\_

Do you have charged pending against you for any crime?  Yes  No

If yes, describe: \_\_\_\_\_



## States Disclosures

**CALIFORNIA:** You may view the file that the Background Check Company has for you, and order a copy of the file, upon submitting proper identification and paying copying costs, by coming to their offices, during normal business hours and on reasonable notice, or by certified mail or mail. You may also ask for a file- summary by telephone. The Background Check Company can answer questions about the information in your file, including any coded information. If you come in person, another person can come with you, so long as that person can show proper identification.

**MAINE:** If you ask us, you have the right to know whether the Company ordered an investigative consumer report on you. You may request the name, address, and telephone number of the nearest office for the Background Check Company. You will get this information within 5 business days of our receipt of your request. You have the right to ask the Background Check Company for a free copy of the report.

**MARYLAND:** If the Company obtains credit history information on you, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

**MASSACHUSETTS/NEW JERSEY:** If you submit a request to us in writing, you have the right to know whether the Company ordered an investigative consumer report from the Background Check Company. You may inspect and order a free copy of the report by contacting the Background Check Company.

**MINNESOTA:** If you submit a request to us in writing, you have the right to get from the Company a complete and accurate disclosure of the nature and scope of the consumer report or investigative consumer report ordered, if any.

**NEW YORK:** If you submit a request to us in writing, you have the right to know whether the Company ordered a consumer report or an investigative consumer report from the Background Check Company, and you will be provided with the name and address of the Background Check Company. You may inspect and order a free copy of the reports by contacting the Background Check Company. By signing below, you certify you have received a copy of Article 23A of the New York Correction Law is being provided with this form.

**OREGON:** If the Company obtains credit history information on you, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

**WASHINGTON STATE:** If you submit a request to us in writing, you have the right to get from the Company a complete and accurate disclosure of the nature and scope of the investigative consumer report we ordered, if any. You also have the right to ask the Background Check Company for a written summary of your rights under the Washington Fair Credit Reporting Act. If the Company obtains information bearing on your creditworthiness, credit standing or credit capacity, it will be used to evaluate whether you would present an unacceptable risk of theft or other dishonest behavior in the job for which you are being considered.

### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer



reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580. You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information. You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if: a person has taken adverse action against you because of information in your credit report; you are the victim of identify theft and place a fraud alert in your file; your file contains inaccurate information as a result of fraud; you are on public assistance; you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your creditworthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access. You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer,



without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a tollfree phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPT OUT (1888-567-8688).

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.

Federal enforcers are:

Consumer reporting agencies, creditors and others not listed below:

Federal Trade Commission: Consumer Response Center- FCRA Washington, DC 20580 - 1-877-382-4357

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name): Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 - 1-800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks): Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 - 1-202- 452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name): Office of Thrift Supervision, Consumer Complaints, Washington, DC 20552 - 1-800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name): National Credit Union Administration, 1775 Duke Street, Alexandria, VA 22314 - 1-703-519-4600

State-chartered banks that are not members of the Federal Reserve System: Federal Deposit Insurance Corporation, Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 - 1-877 275-3342



Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission: Department of Transportation, Office of Financial Management, Washington, DC 20590 - 1-202-366-1306

Activities subject to the Packers and Stockyards Act, 1921: Department of Agriculture Office of Deputy Administrator - GIPSA, Washington, DC 20250 - 1-202-720-7051