



**WORLD SWEEPING
ASSOCIATION**

Sample Contract Addendum for Sweeping Services

This addendum modifies and supplements the main contract for sweeping services. In the event of any conflict between this addendum and the main contract, the terms of this addendum shall prevail.

1. Scope of Services

- The Contractor's services are limited to power sweeping of the designated areas as specified in the main contract.
- The Contractor is not responsible for pre-existing site conditions, including but not limited to potholes, cracks, or other surface defects.

2. Liability Limitations

- The Contractor's liability shall be limited to damages directly caused by the Contractor's negligence in performing the specified sweeping services.
- The Contractor's total liability under this contract shall not exceed the total amount paid for services in the 12 months preceding any claim.
- The Contractor shall not be liable for any consequential, incidental, or punitive damages.

3. Indemnification

- The Client shall indemnify and hold harmless the Contractor from any claims, damages, or liabilities arising from incidents unrelated to the Contractor's sweeping services.
- The Contractor's indemnification obligations shall be limited to claims directly resulting from the Contractor's negligence in performing the specified sweeping services.



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4. Insurance and Additional Insured Status

- Any additional insured status granted to the Client shall be limited to liabilities arising directly from the Contractor's negligence in performing the specified sweeping services.
- Additional insured status shall only be in effect during the periods when the Contractor is actively performing services on the Client's property.

5. Notice and Opportunity to Cure

- The Client agrees to provide written notice to the Contractor within 24 hours of discovering any issues related to the sweeping services.
- The Contractor shall have 72 hours from receipt of such notice to inspect the issue and, if applicable, remedy the situation before any claim can be filed.

6. Dispute Resolution

- Any disputes arising from this contract shall first be subject to mediation before any legal action can be taken.
- The parties agree to share the cost of mediation equally.

7. Site Conditions

- The Client acknowledges that the Contractor is not responsible for removing or reporting hazards unrelated to the sweeping services.
- The Contractor shall not be held liable for any incidents resulting from pre-existing site conditions or hazards introduced by third parties.



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8. Force Majeure

- The Contractor shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of nature, government actions, or civil unrest.

9. Termination

- Either party may terminate this contract with 30 days' written notice if the other party fails to comply with the terms of this addendum.

By signing below, both parties agree to the terms of this addendum:

_____	_____
Contractor	Date
_____	_____
Client	Date

This addendum addresses key issues raised in the document, including limiting liability, clarifying indemnification, restricting additional insured status, and establishing clear dispute resolution procedures. It's important to note that this is a sample and should be reviewed and customized by a legal professional to ensure it complies with local laws and adequately protects the sweeping contractor's interests.

Feel free to contact the WSA office with questions, additions, etc.

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