



**WORLD SWEEPING
ASSOCIATION**

Member Comments About Contract Language After Receiving/Reading WSA's Contract Addendum

Use these links to WSA's "[Sample Contract Addendum](#)" and "[Limiting Liability in Contracts](#)"

One WSA member, a person who manages a large sweeping company, emailed:

We have long reviewed every portion of contracts prior to signing. When pushing back on many of them, typically our customers/ potential customers make the changes requested. If we can't come to an agreement we HAVE to let the work go, it's not worth it in the long run.

I see all these contractors complaining about not getting paid from these 3rd party management companies and I assume if they re-read the contracts they signed they would find the reason they have not been paid or have been 'back billed.'

Some of the agreements I've reviewed are absolutely crazy right down to not paying for the service and charging YOU for a simple complaint about a missed piece of paper; it's ridiculous. Like you said, some contractors will sign anything just to hold an under value contract. Not everyone is worth working for.

Another WSA member who owns a large sweeping company, wrote:

I think the addendum is a good idea.

My job, as Protector of the Company, is to read contracts and weigh the risks. When I read through the addendum, I was reassured because these

WSA Contact Info: director@worldsweepingpros.org • 360.739.7323



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are the items that I look for when I review a contract supplied by a Customer.

Many of our contracts now have a clause that states if there is a dispute that results in legal action, the prevailing party pays. One of the hurdles I think many of the smaller contractors face today is that the Customer sends their contract via DocuSign (or something similar), and there is no way to mark up the contract. I think the challenge is for contractors to make sure they at least ask for the changes they need.

Too many sign whatever is in front of them, especially when it is sent over via DocuSign. We don't always get every change we want, but I do make sure we get what we need or we don't sign the contract. It's pretty rare that we don't come to an agreement, with changes, when we are dealing with a legitimate Customer. If they are adamant about unreasonable clauses in their contract (like a reseller), they probably aren't going to be a good Customer anyway.

We're going to review the addendum and make sure our quotes include all of the items in the addendum.

If you have comments of your own please send an email to with them to director@worldsweepingpros.org and, if appropriate, I'll add them to this online PDF file.

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