

Above & Beyond Softwash

CUSTOMER CONTRACT

This Customer Contract (the “Contract”), by and between Above & Beyond Softwash (“Company”) and Client, sometimes referred to herein collectively as the “Parties”, is made effective the moment that Client accepts Company’s proposal or estimate.

WHEREAS, Company wishes for Client to understand Company’s expectations in exchange for the services Company provides;

WHEREAS, Company wishes to provide residential and commercial exterior cleaning services, such as pressure washing, soft washing, roof cleaning, window cleaning, deck cleaning, and gutter cleaning services to Client in accordance with the terms of this Contract.

WHEREAS, Client wishes for Company to perform the aforementioned services at Client’s property in accordance with the terms of this Contract.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Acceptance of Terms.** Client understands that by accepting an estimate provided by Company, Client agrees to all of the terms and conditions contained in this Contract. Client authorizes Company to accomplish the job specified in the estimate. Client further agrees to hold Company harmless for any property damage not caused by Company’s negligence. Company is not responsible for damages already noted during pre-inspection, when providing an estimate, or during on-site pre-work inspection, including but not limited to, damages to loose siding, paint, wood, trim, windows, oxidation, landscaping, or roofing.

2. **Binding Agreement.** This Contract serves as a binding agreement between Client and Company. This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless signed by all parties or assigns to this Contract. No representation, promise, or inducement not included in this Contract shall be binding on any party hereto.

3. **Authorizations.**

a. Client shall allow Company, its employees, and representatives access to Client’s property to accomplish the requested cleaning services. Client further agrees to allow Company to visit the property prior to the date of service for assessment and after the services were performed for a follow-up check. The aforementioned visits may be done with short or no notice.

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b. On the date of service, Client agrees to allow Company to use the residential/commercial water source via an outdoor spigot. In areas where well water is used or there is low water pressure, Client agrees to provide advance notice of such conditions so Company can prepare and bring an adequate amount of water for the cleaning service. In the event Company is required to supplement the water supply, Client understands that additional charges will be assessed to Client as extra equipment is needed to transport water and feed the water from the tanks. These additional fees will vary depending on factors like location and the quantity of water needed.

c. Company equipment is powered by Company's systems, so Company will not connect to Client's home's electrical supply. Company's crew members will inspect Client's spigot to ensure that there is no damage in it and the area surrounding. Client's crew members will take before and after photographs documenting the condition of the spigot. Client agrees that Company shall not be held liable for either previously damaged spigot issues or issues outside Client's home unrelated to cleaning services.

d. Company cannot proceed with any washing or cleaning service if Client has ongoing construction and/or home improvement projects going on. Client is hereby advised to schedule Company's services to be performed on dates when no construction and/or home improvement projects are being completed. A cancellation fee of \$150.00 shall be charged to Client if Company arrives at Client's property for washing and/or cleanings and construction and/or home improvement projects are ongoing.

e. During unavoidable circumstances, such as emergency or inclement weather conditions, Company shall perform the requested cleaning services on the next available business day. Client acknowledges that as much as Company wants to accommodate a quick reschedule, Company has other considerations to take into account such as working with other scheduled clients and weather situations.

4. Payment Terms.

a. Unless otherwise agreed by the parties in writing, payment is due upon the completion of work. Company accepts all forms of payment including cash, check, or credit. If paying with credit, Company accepts paythrough through a credit card processor link or the office for the privacy and security of Company's information. **Any invoice or scheduled payment over 10 days past due will be subject to a 7% late fee.** If any invoice or scheduled payment goes 30 days past due, Company shall have the right to file a civil suit to collect the outstanding debt. Company further reserves the right to refuse to continue to do business with a client who is currently past due or who has been 30+ days past due more than once.

b. If Client and Company have a net 30 days' payment schedule, Client must have payment submitted to Company within a 30-day grace period. **Any invoice or scheduled payment that is 30 days past due after the date of the Contract will be subject to a 7% late fee.** If payment is not received within 60 days of the due date, Company reserves the right to file a civil suit to collect the outstanding debt. Company further reserves the right to refuse to continue to do business with a client under a payment schedule who is currently past due or who has been 60+ days past due more than once.

5. Risks and Releases of Liability.

a. Company has expert technicians who operate the equipment used in any cleaning service. Company always takes extra precautions not only to keep Company's technicians safe but also to avoid causing any damage to Client's property. Company understands the type of pressure that a surface needs when cleaning, like the use of low pressure on delicate surfaces. However, damage can be inevitable due to various reasons like poor maintenance, neglect, or low-grade building materials. Client is advised to implement routine maintenance on the home's surface and also ensure a watertight seal to the home before the date of cleaning to avoid damage. Company shall not be held liable for any damages that occur due to improper maintenance, neglect, or low-grade building materials.

b. On the date of the cleaning service, Company will note any pre-existing damage to the area to be serviced using a checklist sheet that will be signed by Client. In cases when Client cannot sign, Company will note the absence and take photos of the noted damages. Client or the homeowner should also sign the checklist sheet as proof that they have been informed of any damage. If Client is not present, Company's employee in charge of the service will notify Client of the noted damages with supporting documents. If Company found any new damage, the services will stop until Client can see the damage and acknowledge its existence.

c. Company has a set of procedures to protect plant life in the area. Client understands that cleaning or washing is scheduled during midday sun, and there is a possibility of leaf burn, as water can get around the plant during the cleaning procedures. Any issues with plant life within the area of washing will be evaluated by Company to determine the plan of action. It is Client's responsibility to know what plants on the property are suffering from leaf burn or are wilted upon arrival. Company is not liable for any damages to plants or landscape that were burned prior to Company showing up, as Company takes high precaution in treating landscape with proper care.

6. House Wash Acknowledgment.

a. Client must have a water spigot available, or arrangements should have been made with Company for water that will be brought to the site, subject to additional fees, as outlined in Section 3(b) of this Contract. Client is hereby advised that Company's service equipment needs a direct connection to a water line and not on a water faucet.

b. Client understands that any existing oxidation, flaws, and blemishes will be more visible after cleaning. Vinyl siding that lacks maintenance and exposed to the sun is susceptible to oxidation. Oxidation can cause a chalky, white powder on the surface, thus eliminating the clear luster. The effects of oxidation can be noticeable only after cleaning, as it can be covered with dirt and debris. This should not be pointed out as Company's fault after cleaning, as it is always discussed during pre-inspection and the cleaning process unless it is due to the company's negligence.

c. Client should shut off all electric outlets and fixtures outside before the arrival of Company's team as a precaution.

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d. In case of “site unseen estimates” where Company uses only photos provided by Client, Eagle view software, Google maps, or other locally listed information, Company cannot take note of any flaws in exterior surfaces. However, Company will do its best to point out any flaws in exterior surfaces on the date of cleaning.

e. Client understands that Company uses a cleaning solution that is specifically formulated for their cleaning services. It is proven not to cause any discoloration or damage to home siding. Client should not be alarmed if Client notices the faint rusty color on Client’s siding. These are called weep holes to allow ventilation and allow condensation to drain out. However, these can be little homes for bugs. Debris and dirt can also accumulate in these holes. After washing, as it goes to the drying process, leftover water or bug juices drained from these holes. These can be bug feces, mold, and debris. These will come off with the rain, morning dew, or garden hose. These are not stains and are not permanent. If the weep holes drip heavily, Company agrees to do a visual inspection and a full rinse.

f. Client understands that during house wash service, Client will also receive basic window cleaning. This is different from the window cleaning done with a purified water pole system. The basic cleaning will remove dirt and debris off windows but can leave water spots. Company suggests removing window screens for a more effective wash.

g. For thorough cleaning, Client is suggested to use Company’s more advanced window cleaning services. This uses filtered water to be sure that nothing in the water can leave streaks and water spots. Client understands that the window screen needs to be removed before wash. Window screens can be brittle and delicate, which is why Company will not remove them unless a consent form is signed by Client. Company will not be liable for worn and brittle screens.

7. Roof Treatment Acknowledgment.

a. Client must have a water spigot available, or arrangements should have been made with Company for water that will be brought to the site, subject to additional fees, as outlined in Section 3(b) of this Contract. Client is hereby advised that Company’s service equipment needs a direct connection to a water line and not on a water faucet.

b. Client understands that Company uses a cleaning solution that is guaranteed to kill damaging growths like algae, moss, or lichen. Roofs react differently to the solution, meaning the result may vary. There are times when it takes more time to completely remove the dead growths. The materials and the age of the roof, the location, and the amount of build-up can affect the length of time to see the results. Company does not pull growth with a force, as it can cause damage. However, if Client insists on Company doing so, Client should sign a waiver stating that Company is not liable for any damage that it may cause and that Client understands that doing so could void the warranty with the roof manufacturer.

c. Client understands that roofs naturally suffer granular loss over time. Algae, moss, and lichen can cause more significant granular loss. Also, after a roof cleaning, areas affected by granular loss are more visible since no organic matter is covering it.

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8. Touch Ups on Roofs. Touch-ups on roofs may be needed after washing. There is a possibility that washing may leave light brown areas after treatment and washing. These are just dead algae, or the black streaks before treatment. In these cases, Client must understand that Client needs to wait for dead algae to come off with the help of natural elements like rain and sun exposure. These traces will fade after 6 to 8 weeks or longer, especially on shingles. If the traces do not fade after 6 to 8 weeks, Client can contact Company so the parties can assess and decide what to do next. The span of time can also determine if the reapplication of the solution is needed. Touch-ups are not charged to Client given that it is necessary for proper treatment on the initial quote.

9. Client's Obligations On Date of Service. Client hereby agrees to ensure that the following preparations take place prior to Company's arrival on the date of service:

- a. Doors and windows should be shut tightly.
- b. Please have all pet droppings removed from areas immediately around home.
- c. Shut off all outside electrical outlets and fixtures at the breaker on the scheduled date even before the team arrives.
- d. Remove window screens for better washing and rinsing.
- e. Keep pets and kids indoors before and during cleaning.
- f. Clear the area to be serviced and remove sensitive materials like rags, doormats, outdoor furniture, and your vehicles from the areas being washed.
- g. Client should refrain from using other water outlets in the residence to maintain the pressure or volume that is needed in cleaning.
- h. Have an accessible and activated water spigot, or other arrangements should have been made with Company for water that will be brought to the site, subject to additional fees, as outlined in Section 3(b) of this Contract. Client is hereby advised that Company's service equipment needs a direct connection to a water line and not on a water faucet. For maximum pressure, Company should connect to a direct line and not on the faucet. Company needs a steady pressure of 40 PSI.

Company has a set of procedures to cover electrical outlets. However, it is more applicable for the client to shut off the electrical supply of all exterior outlets. As Company will clean windows, Client should be the one to remove window screens, as it can be brittle and fragile. This will allow Company to give a thorough cleaning to windows, leaving no streaks and marks if Client has purchased the window cleaning package.

10. Exclusions & Limitations.

a. To secure a cleaning service, a 20%-30% deposit is required. This amount is non-refundable and will be deducted from the total quoted price once the service is completed on Client's invoice. The deposit must be paid to keep Client's scheduled slot in connection with approving the quote sent via signature. As an example, if a job is quoted at \$300.00, a \$75.00 deposit is required, leaving the remaining \$225.00 balance due after service. There are some cases when a higher deposit is required depending on the material of the surface to be clean and the type of cleaning that should be done. This will be prepared for Client with details from Company's office manager.

b. A \$55.00 fee will be assessed if the client does not have a stable water source ready when the technicians have already arrived. The water pressure should always be consistent at 40 PSI. This cannot be maintained if there is water failure and will then affect the cleaning process. An example of water failure is when the filtration system fails or the well pump stops and Company is not the one at fault. If water source can be a problem, Client must have other options or must make some arrangements with Company for Company to bring water to the site, which requires additional fees, as outlined in Section 3(b) of this Contract.

c. A cancellation fee of \$150.00 will be assessed if Client cancels service without prior notice 72 hours or more before the date of service. The same applies when Company has already arrived on the scheduled date and cleaning cannot proceed because of ongoing construction work.

d. A fee of \$100.00 will be assessed if Company returns to the site to review a noted issue or complaint by Client and Company finds that the issue was not caused by Company's negligence. An example is when a house cleaning is accomplished in the morning and Company receives a call from a client in the evening saying that remaining debris is left in the siding. An assigned crew performs a review and fills a checklist sheet first. When it was determined that a lawn care service was performed in the afternoon and that the debris left on the siding was made after Company had completed the wash, Company would not be considered at fault and the \$100.00 fee would be assessed.

e. For window cleaning service using a purified water-fed pole system, Client understands that Client is the one to remove the screen prior to the date of the cleaning service. If not, a \$100.00 fee will be assessed to cover the extra time and effort that Company will exert to remove screens. Client further agrees that Company is not liable for damaged screens, as screen removal needs prior arrangements with Company.

f. A \$45.00 processing fee will be assessed in the case of returned checks.

g. Company will not be held responsible for water leaks and intrusion. As much as Company makes every effort, there are times when it is inevitable due to inadequate seals on windows and doors or cracks on walls and foundations.

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h. Client understands that Company should be notified in advance in writing if there are particular surfaces in the area or its surrounding that are sensitive to Company's cleaning solution. If not, Company is not responsible for any ill-effect that it may cause on any surface.

- i. Client understands that Company is not responsible for the following:
- i. Unreachable areas beyond 28 ft ladder capability
 - ii. Wasp Nests and Bird Nests that are unreachable
 - iii. Cleaning in the form of a "stripping" service
 - iv. Oxidation removal from gutters, vinyl, metal. (tiger stripes)
 - v. Storm Windows and leakage
 - vi. Uncovered Outlets & Old Outlets that have dry rotted and become unsealed.
 - vii. Furniture Removal & Reinstall
 - viii. Runoff Cleaning (chemical cleans and area that is nasty underneath the area being contracted to clean)
 - ix. Weep Holes and dirt buildup from behind a weep hole causing runs.
 - x. Vine Remnant and Removal
 - xi. Artillery Fungus
 - xii. Paint Splatters - we cannot remove these.
 - xiii. Tree Sap
 - xiv. Wood Stripping or Client request to put high pressure on wood (We will not destroy wood for the sake of "cleaning it.")
 - xv. Open windows
 - xvi. Well Water Problems
 - xvii. Window Spotting as a result of the House Washing Process.

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- xviii. Paint Runs & Fading - It is Client's responsibility to understand the type of paint on the home. Some types of paint are notorious for runs and fading with standard house wash procedures, and Company is not liable for paint runs or fading with these types of paint or any organic paint runs or fading.
- xix. Faulty electrical outlet covers allowing water to seep in and enter the outlet, causing fires or the breaker to throw.
- xx. Company is not responsible for the rare fogging issue with multi-pane windows with bad seals.

j. This Contract does not guarantee that all stains will be 100% removed. Company strives to make the expectations clear, and Company will not use pressure as a means of removing a blight if damage would ensue.

k. Company is not responsible for any ill effects to any substrates that were not pre-discussed beforehand with an email in our inbox. If Company has not been notified in advance in writing that something cannot have detergent upon it, Company is not responsible for it.

l. Company is not responsible for any water intrusion. Company will do its best to mitigate any water intrusion, but Client acknowledges that bad seals around windows, doors, and concrete can make this unavoidable.

11. Content Use & Release. Client agrees to give Company permission to use photos, videos, reviews, or descriptions of the property for the purpose of advertising. These will be used without any compensation to Client. Client agrees not to initiate any civil action against Company with regard to the use of the above media. Company will not reveal personal and/or sensitive information like names and/or addresses. Upon Client's approval, Company is allowed to display a sign for marketing on the property for no more than seven days. If Client damages the signage, Client will be charged the retail cost of the sign.

12. Company's Damages Liability. Company is liable for any damage to properties that is a direct result of the company's negligence like operator errors and willful misconduct. Damages must be reported to the company not more than two days after the completion of the cleaning service, otherwise those damages are waived. Client agrees to allow Company 30 calendar days from the date of being notified of any potential damages to inspect and cure the issue(s) prior to Client initiating any action related to the alleged damages.

13. Severability. If any provision of this Contract or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

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14. **Attorneys' Fees and Costs.** If at any point either Party breaches the commitments contained within this Contract, the non-breaching Party is entitled to recover all of its reasonable attorneys' fees and all other reasonable costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced.

15. **No Waiver of Breach.** The failure to enforce any provision of this Contract shall not be construed as a waiver of any such provision, nor prevent a Party thereafter from enforcing the provision or any other provision of this Contract. The rights granted the Parties are cumulative, and the election of one shall not constitute a waiver of such Party's right to assert all other legal and equitable remedies available under the circumstances.

16. **Choice of Law.** The validity and construction of this Contract shall be determined under Tennessee law, without regard to its internal conflicts of laws rules.

17. **Amendments to the Contract.** This Contract shall not be altered, amended, or modified by oral representation made before or after the execution of this Contract. All amendments or changes of any kind must be in writing, executed by all Parties.

18. **Forum Selection; Jurisdiction; Venue.** For purposes of any action or proceeding arising out of this Contract, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in Davidson County, Tennessee. Further, Parties waive and agree not to assert in any such action, suit or proceeding that they are not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit, or proceeding is improper.

[Signatures on next page]

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IN WITNESS WHEREOF, this Contract is made effective the moment that Client accepts Company's proposal or estimate.

ENTERED INTO THIS _____ DAY OF _____, 2021.

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ENTERED INTO THIS _____ DAY OF _____, 2021.

Client