



**Spotless Window Cleaning & SoftWash Company**

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**SPOTLESS WINDOW CLEANING & SOFTWASH TERMS OF SERVICE**

**A. General Terms of Service:**

1. Customer's acceptance of the attached Estimate or Service Proposal shall constitute a Service Agreement between Customer and Contractor (each a "Party" and collectively the "Parties"). Other than any potential Liability Damage Waiver Agreement (which might be executed prior to any non-standard, non-maintenance service), this Service Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, and all prior representations, warranties, covenants, and agreements (whether written or oral) between the Parties related to the subject matter hereof are superseded by this Service Agreement and no longer valid or binding. This Service Agreement may not be amended or modified except in a writing signed by the Party against which the amendment or modification is sought.
2. Contractor will furnish all labor, equipment, and materials necessary to perform the work described in the attached Estimate or Service Proposal in a workmanlike manner and in accordance with industry standard practices.
3. The attached Estimate or Service Proposal is valid for the remainder of the calendar year in which the Estimate or Service Proposal is made. However, any promotions or discounts referenced in the Estimate or Service Proposal are subject to change or revocation at any time, without notice, in the sole discretion of Contractor.
4. The attached Estimate or Service Proposal is issued with the understanding that quoted service(s) is to be performed during the normal business hours (Monday through Friday, 8:30am to 5pm). A Customer request to perform quoted service(s) on a Saturday, Sunday or holiday may be granted at the sole discretion of Contractor and will result in a 25% surcharge to originally-quoted price to account for incremental costs of this after hours service (e.g., overtime, supervisory overhead).
5. Customer shall provide at least forty-eight (48) hours' advance notice of any request to reschedule or postpone service. If forty-eight (48) hours' advance notice is not provided, then Contractor may require Customer to provide a fifty dollar (\$50) non-refundable deposit prior to rescheduling the original service.
6. Payment by check or credit card shall be due upon Contractor's completion of service. Beginning at thirty (30) days after your service date, a finance charge of 1.5 percent per month will be assessed on any open balance. For commercial and business customers, any credit card transaction in an amount exceeding \$500 shall be subject to a 3.5% convenience surcharge.
7. Contractor offers a 7-Day 100% Customer Satisfaction Warranty on all work completed. To request service under this warranty, Customer must (i) have consented to post-job walk through (i.e., review of service results) with service technicians and (ii) provide Contractor with written notice of unsatisfactory performance within seven (7) days following the completion of Contractor's work. Customer's notice shall be (i) transmitted via e-mail to the e-mail address for Contractor appearing on the attached Estimate or Service Proposal or (ii) hand-delivered or sent via FedEx, UPS, or certified mail with return receipt requested to the address for Contractor appearing on the attached Estimate or Service Proposal. Such notice shall be deemed provided as of the date it is received by Contractor. Any failure to consent to a post-job walk through or provide written notice in accordance with this provision, and any failure to make timely payment for services performed, shall render Customer ineligible for the warranty and any service thereunder.
8. In any lawsuit or other proceeding arising from or related to this Service Agreement, the Parties agree that Contractor's liability shall be limited to the amount paid by Customer in consideration of this Service Agreement – i.e., the contract price.

9. Customer shall indemnify and hold harmless Contractor and Contractor's officers, agents, employees, and indemnitees ("Indemnified Parties") from and against any and all claims, notices, orders, losses, suits, damages (including consequential, punitive, or exemplary damages), legal and otherwise, and liabilities incurred by or asserted against the Indemnified Parties, or any of them, in any way arising from or related to this Service Agreement or the work performed hereunder. This includes, but is not limited to, indemnity from and against liability under any environmental laws, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), and the Pollution Prevention Act (42 U.S.C. § 13101 et seq.), or any rules or regulations promulgated thereunder.

**10. CONTRACTOR MAKES NO WARRANTIES BEYOND THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS SERVICE AGREEMENT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY CONTRACTOR AND WAIVED BY CUSTOMER.**

11. Customer shall ensure that, on the day of service, Contractor's crew is able to move freely about Customer's property. Additional charges may apply if the crew is forced to stop working to accommodate other workers or interruptions beyond Contractor's control.

12. Any alterations or deviations from the above work scope or specifications may result in changes to the prices quoted and will need to be approved by Customer.

13. Contractor's technicians will not walk on any pitched roofs due to safety protocols. Any windows or surfaces over or protected by a roof will be cleaned to the best of Contractor's ability without walking on the roof.

14. Customer hereby authorizes Contractor to utilize any photos, descriptions, reviews, quotes, or videos of Customer and/or the property at which Contractor performed services in the context of Contractor's marketing or advertising activities. Contractor may use items described in this section without any compensation to Customer.

15. Contractor shall not be liable for structural damages unless such damages are a direct result of Contractor's gross negligence or willful misconduct. Prior to repairing any structural damages for which Contractor is liable, Customer shall notify Contractor of the damage and give Contractor seven (7) days' opportunity to repair the damage at Contractor's cost.

**B. Home Protection Plan ("HPP" or "Service Plan") Terms & Conditions (if applicable):**

THIS SECTION APPLIES ONLY TO THOSE CUSTOMERS ENROLLING IN CONTRACTOR'S SERVICE PLAN, THE "HOME PROTECTION PLAN".

1. Contractor and Customer agree that HPP contract, unless otherwise stated in this section (B), are governed by the terms and conditions in this Terms of Service document.
2. HPP Contract Term is 12 months from the date of enrollment.
3. Customer will pay Contractor \$75.00 Enrollment Fee upon enrollment in the plan as a non-refundable payment to access the Plan Benefits.
4. Plan Benefits include:
  - a. 15% savings discount on all Spotless services performed during Contract Term with no blackout dates;
  - b. Preferred scheduling in advance for all services; and
  - c. Locked-in prices during Contract Term (assuming service scopes are consistent).
5. HPP savings may not be combined with any other offers or discounts.

6. Price quotes provided by Contractor to Customer shall be valid for entire 12-month Contract Term. At conclusion of Contract Term, Contractor may, in its sole discretion, provide the customer with revised price quotes to be incorporated into the renewal for the next Contract Term.

**C. Window Cleaning Terms of Service (if applicable):**

Customer acknowledges and agrees that any prices for window cleaning services in the attached Estimate or Service Proposal are issued subject to the following terms and conditions:

1. Standard service scope includes: (a) specified window glass (“Outside Only” or “Inside & Outside,” as specified on the attached Estimate or Service Proposal); (b) basic wiping of exposed sills (not sill tracks covered by window sash, as this requires an extra charge under Contractor’s Premium service); (c) detailing of glass edges; (d) sponge cleaning of any screens to remove cobwebs or other topical debris (our process does not involve spraying or deep cleaning of screens unless a Detailed Screen Cleaning service is agreed upon); and (e) basic wiping of area six (6) to eight (8) inches away from glass. Cleaning of any “block windows” is not included in the service scope unless the attached Estimate or Service Proposal expressly states such cleaning is included.
2. In addition to the above service scope, Premium Residential Window Cleaning service includes the raising of all windows to perform a detailed cleaning of the windowsills and tracks. A Detailed Screen Cleaning service includes the removal of screens and thorough wipe down performed by technicians with cleaning solution.
3. Prior to any inside window cleaning service, Customer shall provide clear access to windows by (a) removing any personal items, especially valuables, from windows and (b) raising all blinds or shades to their highest position. Contractor shall not be responsible for moving Customer’s valuables, furniture, or other large objects.
4. If Customer chooses “Outside Only” window cleaning, as opposed to “Inside & Outside” window cleaning, then Contractor will clean only the exposed, exterior-facing window glass and frames, unless otherwise specified on the face of the service proposal.
5. Service includes only a regular maintenance cleaning (i.e., cleaning solution and water cleaning). Any work that requires scraping or abrasive scrubbing of windows, sills, and/or tracks; harsh chemical cleaning; or mold removal will be performed only if (i) Contractor, in its sole discretion, determines the work can be completed and (ii) the Parties agree to an adjustment of the contract price (if such an adjustment is requested by Contractor). Any post-construction window cleaning work that requires abrasive scrubbing or scraping will require a separate liability damage waiver.
6. Customer shall ensure all windows are in working order for services to be performed (e.g., can be opened and will remain opened, are not painted shut, are not cracked or out of order, etc.). Contractor might not be able to perform services on inoperable windows.
7. Contractor’s process generally will remove from the areas of service dirt, debris, finger and nose prints, spider webs, leaves, bird droppings, artillery mold, and small pieces of tape.
8. Contractor’s process MAY NOT remove from the areas of service any pre-existing hard water staining, broken seals (foggy windows), scratches, mold on mullions and frames, or paint drops/overspray.
9. Contractor typically uses a hand cleaning (mop and squeegee) process for all windows that can be safely accessed. However, Contractor reserves the right to clean certain windows with alternative techniques (e.g., water-fed extension pole) if Contractor determines, in its sole discretion, the windows cannot be reached safely. Situations where Contractor might have safety concerns include, but are not limited to, situations where windows are located at heights more than thirty (30) feet above ground level and/or where windows are located over a pitched roof.
10. Contractor cannot remove storm windows from the outside for safety reasons if window storms are more than six (6) feet above ground level.

11. Contractor will notify Customer if safety considerations require any changes to the scope of services described in the attached Estimate or Service Proposal, and Contractor will adjust the contract price in an amount Contractor, in its sole discretion, deems appropriate to account for those surfaces Contractor is unable to clean.

**D. SoftWashing, Pressure Washing and Other Related Service Terms (if applicable):**

Customer acknowledges and agrees that SoftWashing or Pressure Washing services in the attached Estimate or Service Proposal are issued subject to the following terms and conditions:

1. Whole Home or Building SoftWashing service scope includes: (a) all siding and trim; (b) all window frames; (c) front porch, railing, steps, and sidewalk; (d) side porch, railing, and steps; (e) screen porch framing (outside only); and (f) outside of gutter (topical debris only). Pressure Washing service scope / areas to be cleaned shall be explicitly detailed in the attached Estimate or Service Proposal.
2. Prior to Contractor commencing work on the day of service, Customer shall: (a) allow Contractor's crew to utilize Customer's water source via outdoor spigot, which will be turned on and easily accessible on the date of service; (b) cease all water consumption inside the property, including, but not limited to, all use of faucets, dishwashers, washing machines, and outdoor sprinkler systems, if Customer is on well water, or if the property where service is being provided is in an area with low water pressure or volume; (c) ensure that all windows and doors are secured and locked prior to the arrival of Contractor's crew; and (d) notify Contractor of any windows or doors that are prone to leaking. It is the Customer's responsibility to notify the contractor if there are any water resource concerns (e.g., risk of running well dry) with respect to the Customer's water supply.
3. Contractor shall not be liable for damage arising from the quality of Customer's water source (e.g., "hard" or dirty water). Contractor is operating under the assumption that Customer's water source is free from excessive minerals or impurities.
4. Contractor requests that Customer move all personal items to a safe location away from the area to be cleaned. This includes any furniture, flags, door mats, potted plants, or anything else that could be damaged by or an obstruction to the cleaning service. Should the customer be unable or unwilling to move certain large personal items (e.g., deck furniture) to a safe location, Contractor may do so on the customer's behalf. In cases where it is the Contractor's express responsibility to move furniture, Contractor shall make a good faith effort to return all items to their original locations at the conclusion of the service. In cases where the Customer elects to move their own personal items, the Customer shall have responsibility to return any such items to their original locations.
5. Contractor will pre-wet and rinse all plants and patios in an effort to ensure they are not harmed during the cleaning process.
6. Customer acknowledges Contractor's recommendation that Customer utilize the property's breaker box to shut off power to any and all exterior outlets, light fixtures, and other electrically powered features, which measure is especially important with outlets that are not covered with exterior covers. Customer further acknowledges Contractor's recommendation to remove or open any window screens, as doing so will allow Contractor to thoroughly clean windowsills and will allow for even distribution of detergent and streak-free drying. Still further, Customer acknowledges Contractor's warning that property damage is likely to occur if Customer fails to notify Contractor of any surfaces that cannot be cleaned with high alkaline or acidotic detergents. Contractor shall not be liable for any property damage caused by water intrusion into outdoor electric panels or outlets or the use of high alkaline or acidotic detergents unless Customer has advised Contractor in writing, prior to the commencement of services, that a particular surface cannot be cleaned with such detergents.
7. Customer acknowledges that pressure washing of any surface poses some risk of minor discoloration or damage due to the application of highly pressurized water. Further, pressure washing bricks, pavers, cobblestones, or other similar masonry surfaces poses a risk of damage to the mortar or joint sand, which may be washed or blown out in the cleaning process. Customer understands these risks and agrees to indemnify contractor against any actual or perceived damages in accordance with this understanding. Further, customer

understands that Softwashing process does not fix oxidation of vinyl or other surfaces that have developed a powdery coating due to exposure to the elements. Contractor may provide a separate quote for oxidation removal at the request of customer, but it is not included with a standard Softwashing service.

8. Although high pressure is not used on residential siding, damage can still occur due to poor maintenance, aging condition of siding & trims substrates, neglect to the property, and/or low-grade building materials. Customer should consult with their builder to ensure the property's materials are able to be pressure washed or SoftWashed. It is the sole responsibility of Customer to ensure the property has been maintained in accordance with its manufacturer's recommendations, and that any defects or areas of concern are repaired prior to washing, to ensure a watertight surface.
9. The Company's SoftWashing and Pressure Washing processes may utilize cleaning agents including, but not limited to, commercial grade detergents and surfactants, sodium hypochlorite or sodium hydroxide, and SimpleGreen.
10. Contractor's process generally will remove mold, mildew, spider webs, dirt, bird droppings, mud daubers' nests, and insects and insect debris. However, Contractor does not warrant that the SoftWash or Pressure Washing process will remove all mold, black streaks, and surface discoloration on the home. Moreover, certain organic material or surface stains may be deeply embedded in your home's siding and not easily removed without damaging your property.
11. Gutter Whitening Service: Gutter whitening service involves the manual application of chemical cleaning agent to Customer's gutter lines to remove discoloration and streaks on the gutter system. Gutter whitening is a separate service not included in the whole home or building SoftWashing and must be quoted separately to the customer.
12. Oxidation Removal Service: Oxidation removal service involves the manual application of specialized cleaning agent to Customer's vinyl siding and trim to remove discoloration caused by the natural aging process of the vinyl substrate. Oxidation removal is not included in the whole home or building SoftWashing and must be quoted separately to the customer.
13. Exclusions:
  - Contractor's process MAY NOT remove pre-existing artillery mold, faded or chipped paint, rust stains, mold / grease / other staining embedded into or beneath exposed surfaces.
  - Customer acknowledges and agrees that the SoftWash and/or Pressure Washing processes do not include a detailed cleaning of window glass, and that light surface spotting or streaks may remain on the glass after the SoftWash or Pressure Washing service is completed.
  - Contractor cannot SoftWash any exposed brick siding on the home, as Contractor's cleaning process is not effective on porous surfaces. Further, unless otherwise specified, pressure washing of brick or stone foundations is excluded from the whole home SoftWashing service. Cleaning of foundation stone typically requires specialized processes and cleaning agents.
  - Contractor shall not be liable for water intrusion. While every effort is made to prevent water intrusion, bad seals around windows, doors, and outdoor electrical outlets and panels and cracks in concrete foundations can make water intrusion unavoidable.
  - Contractor shall not be liable for any "fogging" effect that sometimes happens with multi pane windows with bad seals.
  - This Service Agreement is not a guarantee that stains will be removed completely. However, Contractor prides itself on customer service and will work with Customer on a plan to address any unremoved stains.
  - Customer shall notify Contractor in writing if there are any surfaces on or near the property that should not be exposed to chemical solutions . Contractor shall not be liable for any property damage caused by the use of detergent unless Customer has advised Contractor, prior to the commencement of services, that a particular surface cannot be cleaned with detergent.

#### **E. Gutter Cleaning Terms of Service (if applicable):**

Customer acknowledges and agrees that Gutter Cleaning services in the attached Estimate or Service Proposal are issued subject to the following terms and conditions:

1. Gutter cleaning service scope is explicitly detailed in the attached Estimate or Service Proposal. Gutter cleaning service generally applies to the removal of loose debris from all gutter runs on home/business without gutter guards. If stated, the service includes unclogging of downspouts, as needed and as accessible to Contractor, as well as the bagging and haul-away of debris removed from the gutters. Contractor will make all efforts to remove debris that falls to the ground as a result of the gutter cleaning process and leave the property looking as tidy as Contractor found it.
2. Gutter cleaning service scope is a maintenance service involving the removal of loose organic debris from inside the gutter itself (e.g., leaves, sticks, acorns, pinecones, etc.). Gutter inspection, gutter repair, gutter or gutter guard installation, as well as cosmetic repairs are excluded from service scope, unless expressly included on the face of the proposal. Service does not include removal of debris from the roof or eaves above or below the gutter line, unless specifically noted in the Estimate or Service Proposal agreed to by the Customer. Contractor does not warrant removal of 100% of dirt and debris from the gutter, nor does it guarantee removal of inorganic material, such as roofing material (e.g., shingles, slate, nails), or animals. Service does not include cosmetic enhancements to gutters, i.e., "gutter whitening".
3. Contractor shall not be held liable for pre-existing damage to gutter system, roof, siding, or property in general. Contractor will not repair pre-existing damage to gutter system or property prior to cleaning. If Contractor encounters pre-existing damage while executing the contracted service, Contractor will attempt to inform the Customer and may have to avoid cleaning the area in question. Price adjustments may be made for gutters not successfully cleaned.
4. Contractor shall not be liable for water intrusion or any other damage following the gutter cleaning service, unless gross negligence is proven. While every effort is made to prevent water intrusion, bad seals around windows, doors, and other surfaces of the home or business can make water intrusion unavoidable.
5. Customer acknowledges that gutter cleaning process poses some risk of minor cosmetic damage to the gutter system due to the use of aluminum extension poles and vacuum hoses, as well as in some limited instances ladders and specific gutter cleaning hand tools and equipment. Customer understands these risks and agrees to indemnify contractor against any such actual or perceived damages.
6. Other Exclusions:
  - This Service Agreement is not a guarantee that 100% of debris and dirt will be removed from inside the gutter. However, Contractor prides itself on customer service and will work with Customer to address any unremoved debris if safely possible to do so.
  - This Service Agreement does not include the inspection or repair of gutter runs, gutter hangers, gutter guards, or any other part of the Customer's gutter system.
  - Contractor will not remove leaves and debris from roof or roof valleys unless explicitly included in Estimate or Service Proposal.
  - This Service Agreement does not include gutters within 10 feet of electrical transmission lines due to safety protocols and standards.
  - This Service Agreement does not include gutters with pre-existing damage. If Customer wishes for Contractor to attempt to clean a faulty or damaged gutter or gutter system, Customer understands these risks and agrees to indemnify Contractor against any actual or perceived damages in accordance with this understanding. Customer may also be required to execute Contractor's Liability Damage Waiver agreeing to such terms.

#### **F. Additional Terms of Service:**

1. This Service Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia, not including conflict of laws provisions.

2. Any lawsuit arising from or related to this Service Agreement shall be filed in the General District Court for the County of Chesterfield or the Circuit Court for the County of Chesterfield. The Parties consent to the jurisdiction and venue of the aforesaid courts and waive all claims or defenses based on lack of jurisdiction, improper venue, or forum non conveniens. The Parties waive their right to trial by jury in any lawsuit arising from or related to this Service Agreement.
3. If Contractor is a prevailing party (or substantially prevailing party) in any lawsuit arising from or related to this Service Agreement, then Contractor shall be entitled to recover its costs and reasonable attorney's fees incurred in prosecuting or defending the lawsuit.
4. The provisions of this Service Agreement are severable. If any provision of this Service Agreement is adjudicated or otherwise determined to be invalid, unenforceable, or void for any reason, such provision shall be severed from the remaining provisions of this Service Agreement and shall not affect the validity or enforceability of the remaining provisions of this Service Agreement.
5. The Parties acknowledge that this Service Agreement is executed voluntarily, without any duress or undue influence. The Parties further acknowledge that they have reviewed this Service Agreement with counsel, or had an opportunity to do so if they desired, and that they understand the contents and legal effect of this Service Agreement.
6. The Parties do not intend to confer a benefit on any individual or entity not a party to this Service Agreement. Any benefits conferred on individuals or entities not a party to this Service Agreement are incidental in nature.
7. Customer represents and warrants that the individual executing this Service Agreement on Customer's behalf is authorized to execute this Service Agreement on Customer's behalf and to bind Customer to the terms and conditions of this Service Agreement.
8. This Service Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, agents, representatives, successors, and assigns of the Parties.

**Definitions:**

1. "Customer" means the individual or entity for whom the attached Estimate or Service Proposal was prepared.
2. "Contractor" means Spotless Cleaning Enterprises, LLC, d/b/a Spotless Window Cleaning & SoftWash Company.