

# ESC Home-Services, Inc

## Terms Of Services

By booking services with ESC Home-Services Inc, the Client agrees to the following terms of cleaning services.

### Luxury Home Cleaning Policy

Our Luxury Home Cleaning Services are designed to provide the highest level of detail, discretion, and quality. To maintain our white-glove standard, we require all luxury clients to adhere to the following policies:

#### Service Frequency

Your cleaning subscription is designed to provide consistent service on a set schedule.

Subscriptions require a recurring frequency (weekly, bi-weekly, or monthly).

Skipping or extending service dates is not permitted without approval.

If a service is skipped, the cleaning fee will still be charged to maintain your reserved time slot.

Permanent schedule changes require 14 days' written notice and may adjust pricing.

If a client repeatedly skips or attempts to pause services, the subscription may be terminated without refund.

The company reserves the right to adjust pricing or terminate subscriptions if frequency commitments are not upheld.

#### Payments

##### Payment Method

A valid credit/debit card or bank account must be kept on file at all times.

By enrolling in the subscription, clients authorize the company to charge recurring payments automatically.

##### Billing Schedule

Payments are collected in advance of service:

Weekly subscriptions: billed 7 days prior to the first cleaning of the week.

Bi-weekly subscriptions: billed 7 days prior to the cleaning date.

Monthly subscriptions: billed 7 days prior to the first cleaning of the month.

### **Retainer Fee**

The monthly retainer provides you with priority access to our schedule, ensuring that your preferred cleaning dates and times are reserved exclusively for you. While we understand the need for occasional changes, we require at least forty-eight (48) business hours' notice to reschedule or cancel a cleaning. Rescheduling or cancellations with less than 48 hours' notice will result in the forfeiture of that service visit and its associated portion of the retainer fee.

### **Failed or Late Payments**

If a payment is declined, the client will be notified immediately.

Service will be paused until payment is resolved.

A late payment fee of \$50 may apply if payment is not resolved within 48 hours.

### **Non-Payment**

If payment is not received within 7 days, the subscription may be suspended or terminated.

Outstanding balances must be paid before services can resume.

### **Refunds**

All payments are non-refundable except where required by law.

Prepaid services not used due to client cancellations or access issues remain chargeable under the Cancellation & Access Policies.

### **Company Rights**

The company reserves the right to adjust subscription rates with 30 days' notice.

Repeated failed payments may result in permanent termination of the subscription.

### **Access to Property**

To deliver reliable service, safe and timely access to your property is required.

Clients must provide a working key, lockbox, or entry code before the scheduled cleaning.

If cleaners cannot access the property within 15 minutes of arrival, the visit is considered a missed appointment, and the full-service fee applies.

Pets must be secured before the cleaning begins.

We are not responsible for lost, misplaced, or malfunctioning client-provided access devices (keys, fobs, codes, etc.).

### **Scope of Service**

Includes all Luxury Home Cleaning services (fine furnishing care, premium product usage, detailed attention to delicate items).

Excludes maintenance, heavy moving, repairs, or hazardous cleaning.

Add-ons (deep clean, event prep, seasonal yard cleaning, Airbnb turnovers) can be booked at exclusive subscriber rates.

### **Pausing or Terminating Subscription**

#### **Minimum Term Commitment**

All subscriptions require a minimum of 3 months before termination is permitted.

#### **Advance Notice Requirement**

Clients must provide 30 days' written notice via email or signed cancellation form.

Notices given less than 30 days in advance will result in one final cleaning being charged.

### **Payment Non-Refundability**

Payments already processed are non-refundable, even if the client cancels mid-cycle.

Any unused pre-paid cleanings will be applied as service credits only, not cash refunds.

#### **Company Right to Terminate**

ESC Home-Services Inc reserves the right to terminate subscriptions immediately for:

Non-payment or repeated failed payment attempts

Repeated late cancellations or no-shows

Unsafe or unsanitary working conditions

Violation of company policies (including zero-drug, safety, or harassment policies)

Early Termination Fee

If a client cancels before completing the minimum 3-month subscription term, an early termination fee equal to one full cleaning service will be charged.

Subscriptions may be paused with 7 days' notice.

## **Health & Safety Policy**

Your safety and our team's safety are our top priorities. To ensure a safe work environment:

We use professional-grade cleaning products that are safe when used as directed.

Our cleaners cannot handle biohazards (blood, bodily fluids, animal waste) or hazardous materials (mold, asbestos, chemicals).

Pets must be secured during cleaning to protect both the pet and our staff.

Clients must provide safe, unobstructed access to the property.

For safety, our cleaners do not climb ladders higher than two steps or move heavy furniture.

Failure to provide a safe environment may result in service cancellation with no refund.

## **Satisfaction Guarantee**

We take pride in every cleaning, and your happiness matters to us.

If you're not satisfied, notify us within 24 hours of service.

We'll return to re-clean the specific area(s) of concern at no extra cost.

Re-cleans must be scheduled within 72 hours of your original service date.

Refunds are not provided — our guarantee is a re-clean only.

The guarantee does not apply if areas are not accessible, excessively cluttered, or outside the agreed cleaning scope.

## **Requirements**

### **Eligibility**

Client must report dissatisfaction within 24 hours of service completion.

Concerns must be specific to areas covered under the Scope of Cleaning Subscription.

### **Resolution**

The company will schedule a re-clean of the specific reported areas only.

Re-cleaning must occur within 72 hours of the original appointment.



**Exclusions**

Guarantee does not apply if:

Property was excessively cluttered or unsafe.

Areas were inaccessible (locked rooms, obstructed furniture, etc.).

Additional services (deep cleaning, add-ons) were expected but not included in the subscription.

The damage or issues were pre-existing and not related to cleaning services.

**Refunds**

No cash or credit refunds will be issued.

The sole remedy under this guarantee is a re-cleaning service.

**Company Rights**

Repeated or unreasonable claims may result in termination of the subscription at the company's discretion..

**Confidentiality & Privacy**

All subscription clients are covered by our Confidentiality & Nondisclosure Policy, ensuring discretion and trust at all times.

By enrolling in our Luxury Cleaning Subscription, clients agree to all the terms and conditions above.

## **Airbnb & Rental Property Cleaning Policy**

### **Scheduling & Booking**

All Airbnb turnover cleanings must be scheduled no later than 7 days in advance.

Last-minute requests (less than 48 hours) are subject to availability and there is up to a 100% rush fee.

Failure to schedule on time does not excuse payment obligations under this policy.

The monthly retainer guarantees our on-call availability and priority scheduling for your Airbnb property turnovers, even for last-minute bookings. This fee reserves our team's capacity for your property and does not cover the cost of the actual cleaning. Per-turnover fees, as outlined in your customized cleaning plan, will be invoiced separately.

The client is responsible for providing timely notification of guest check-out times and required cleaning dates.

Access to your property management system (e.g., Breezeway) or a shared calendar is preferred for seamless scheduling. Delayed or insufficient notice may affect our ability to provide service during peak times.

### **Access to Property**

Host must provide secure, reliable entry via lockbox, smart lock, or key.

If the cleaning team cannot access the property within 15 minutes of arrival, the appointment is considered missed, and the full-service fee will be charged.

Repeated access issues may result in immediate termination of service without refund.

### **Property Condition & Excessive Mess**

If cleaners arrive to find conditions beyond normal turnover (parties, biohazards, smoking, damages, excessive trash), a minimum \$150 surcharge will apply.

The company reserves the right to refuse service on-site if conditions pose a health or safety risk, and the full-service fee will still apply.

### **Payment Terms**

A valid payment method must be kept on file for all Airbnb accounts.

All cleaning is billed in advance.



Due to the unpredictable nature of vacation rentals, retainer clients are still subject to a cancellation fee if a scheduled turnover is canceled with insufficient notice. A full per-turnover fee may also be charged if our team is unable to access the property upon arrival for any reason.

Refunds are not provided. Service credits may be issued at the company's sole discretion.

Outstanding balances must be cleared before new bookings are accepted.

For hosts with multiple properties, travel fees will be applied per location unless otherwise negotiated in writing.

### **Deposit Requirement**

A non-refundable deposit of 50% of the service cost (or \$100 minimum) is required at the time of booking.

The remaining balance is due 48 hours prior to the scheduled cleaning.

If payment is not received by the deadline, the appointment will be canceled automatically and the deposit forfeited.

Deposits are non-transferable and cannot be applied toward future services.

In cases of access issues, unsafe property conditions, or excessive mess resulting in service refusal, the deposit will still be retained in full.

### **Host Responsibilities**

The host must supply all necessary consumables (toiletries, paper products, soap, linens, etc.).

Cleaners are not responsible for damage caused by guests or pre-existing property conditions.

Failure to maintain adequate supplies may result in incomplete service, with no refund issued.

### **Company Rights**

The company reserves the right to:

Adjust pricing with 30 days' notice.

Terminate service immediately for repeated access issues, non-payment, or unsafe property conditions.

Decline service to properties deemed unsanitary or unsafe.

## **Other Services Scheduling Policy (Cancellations & Rescheduling)**

### **Advance Notice Requirement**

Clients must provide at least 48 hours' notice to cancel or reschedule a scheduled cleaning service.

Any requests made with less than 48 hours' notice will be treated as a cancellation and subject to applicable fees.

### **Cancellation Fees**

Cancellations with less than 48 hours' notice: 50% of the scheduled service cost will be charged.

Same-day cancellations, reschedules, or failure to provide property access ("lockouts"): 100% of the scheduled service cost will be charged.

### **Rescheduling Rules**

Clients may reschedule one (1) service per calendar quarter without penalty, provided at least 48 hours' notice is given.

Additional rescheduling beyond this allowance may incur a \$35 rescheduling fee.

Same-day rescheduled requests are considered cancellations and billed at 100% of the service cost.

### **Recurring/Subscription Clients**

Subscription clients may not cancel or reschedule more than two (2) services within a 3-month period without penalty.

Excessive cancellations or reschedules may result in:

Adjustment of service frequency,

Loss of subscription discounts, or

Termination of the subscription agreement at the Company's discretion.

### **Company-Initiated Changes**

ESC Home-Services Inc reserves the right to cancel or reschedule services in cases of inclement weather, staff emergencies, or unsafe property conditions. Clients will be notified promptly, and no cancellation fees will apply for Company-initiated changes.

### **Enforcement**

Repeated last-minute cancellations, reschedules, or access issues may result in:

Additional service fees, Loss of scheduling priority, or Permanent termination of services without refund.

## **Arrival Window Policy**

### **Arrival Time Frame**

All cleaning appointments are scheduled with a 2-hour arrival window.

The cleaning team may arrive anytime within this window depending on traffic, prior job duration, or other scheduling factors.

### **No Exact Arrival Guarantees**

Exact arrival times cannot be guaranteed.

Clients must ensure the property is accessible for the entire arrival window plus the scheduled cleaning duration.

### **Client Responsibility**

Clients must provide entry instructions (keys, codes, lockbox access, or be present) for the entire arrival window.

Failure to provide access during the designated arrival window will result in a lock-out, subject to the Lock-Out Policy, and the full-service fee will be charged.

### **Delays Beyond Arrival Window**

In the rare event that the cleaning team cannot arrive within the designated window, ESC Home- Services Inc will notify the client as soon as possible and provide an updated ETA.

The client may choose to:

Accept the revised time or reschedule at no additional cost (only if the Company is at fault for the delay).

### **No Refunds for Window Wait Times**

Waiting for staff within the agreed arrival window is part of the service agreement.

No discounts, refunds, or credits will be issued for services that begin later within the arrival window.

### **Lock Out Policy**

#### ***Definition of Lock-Out***

A “lock-out” occurs when the cleaning team arrives at the scheduled service time but cannot access the property due to:

No key, code, or access provided,

Alarm system preventing entry,

Occupant not present (when required for entry), or

Any other client-related barrier preventing service.

### **Client Responsibility**

Clients are responsible for ensuring uninterrupted access to the property at the scheduled service time.

This includes providing working keys, access codes, gate passes, and clear entry instructions in advance.

### **Lock-Out Fee**

If access cannot be gained within 15 minutes of arrival, the appointment will be deemed a lock-out.

Lock-outs will be billed at 100% of the scheduled service cost plus a \$60 inconvenience/travel fee.

## **Recurring Clients**

For subscription or recurring clients, repeated lockouts (two or more within 3 months) may result in:

Suspension of services until full payment is received, or

Termination of the service agreement at the Company's discretion.

## **No Refunds or Reschedules**

Missed services due to lock-out are not refundable and will not be rescheduled without full payment of the lock-out fee.

## **Company Rights**

ESC Home-Services Inc reserves the right to withhold or terminate future services if lockouts occur repeatedly or create an undue burden on staff scheduling.

## **Payment**

### **Accepted Payment Methods**

We accept payment by credit/debit card, ACH transfer, or other approved electronic methods. Cash or checks may be accepted only with prior written approval.

### **Payment Due Dates**

**One-Time & Move-In/Move-Out Services:** Full payment is due at the time of booking unless otherwise agreed in writing.

**Recurring/Subscription Services:** Payments are automatically processed [weekly/bi-weekly/monthly] in advance on the first scheduled cleaning date of the billing cycle.

**Airbnb/Turnover Services:** A deposit of 50% is required at booking, with the remaining balance due upon service completion.

### **Advance Deposits**

All deposits are non-refundable but may be applied as credit toward future services if rescheduling occurs with proper notice under our Cancellation Policy.

### **Late & Declined Payments**

Payments not received by the due date will incur a late fee of 2.5% per month until paid in full.

Returned or declined payments are subject to a \$35 fee in addition to any bank charges.

**Suspension of Services**

The Company reserves the right to suspend or terminate services immediately if payment is not received by the due date. Services will resume only after all outstanding balances, late fees, and applicable charges are paid.

**Collections**

Unpaid accounts beyond 90 days may be referred to a collection agency or attorney. The Client shall be responsible for all collection costs, legal fees, and interest charges as allowed by law.

**No Offsets or Withholding**

Clients may not withhold or offset any payment due for alleged issues or disputes. All concerns must be addressed under the Satisfaction Guarantee & Dispute Resolution Clause.

**Collection of Non-Payment****Payment Obligation**

All invoices must be paid in full by the due date stated on the invoice or in this Agreement. Failure to make timely payment constitutes a material breach of this Agreement.

**Late Fees**

Payments not received by the due date will incur a late fee of 2.5% per month until the balance is paid in full.

Returned or declined payments are subject to a \$35 fee in addition to any bank charges.

**Suspension of Services**

The Company reserves the right to suspend or terminate services immediately for accounts that remain unpaid beyond 7 days after the due date, without liability to the Client.

**Collections & Legal Costs**

If payment is not received and the account is referred to collections or legal action is required:

The Client shall be responsible for all collection costs, attorney's fees, court costs, and administrative fees incurred by the Company in recovering the balance.

The Client agrees that any judgment or collection action may also include interest at the maximum rate allowed by law.



### **No Waiver**

Failure by the Company to enforce strict collection terms at any time shall not constitute a waiver of its right to enforce them in the future.

## **Travel Pay Policy**

### **Standard Service Area**

All cleaning services include travel within 25 miles of our main office/base location at no additional cost.

### **Extended Travel Fees**

For locations outside the standard service area, a travel surcharge will apply.

Fees are calculated as follows:

***\$0.65 per mile beyond the included service area (round-trip).***

OR flat fee tiers ***\$25 for 20 miles, \$50 for 40 miles, \$75+ for 40+ miles.***

### **Time Compensation**

If travel time exceeds 90 minutes one way, an hourly travel rate of \$35 will be added to the invoice.

### **Parking & Tolls**

Any parking fees, tolls, or special access costs required to service the property will be billed directly to the client.

### **Non-Refundable Travel Charges**

Travel fees are non-refundable and remain chargeable even if the cleaning appointment is canceled, rescheduled, or cannot be completed due to client access issues.

### **Airbnb/Multiple Properties**

For hosts with multiple properties, travel fees will be applied per location unless otherwise negotiated in writing.

## **Temporary Suspension of Services**

### **Eligibility for Suspension**

Clients with an active cleaning subscription may request a temporary suspension of service.

Suspension may be granted for reasons such as extended travel, illness, property vacancy, or other approved circumstances.

### **Notice Requirement**

Clients must provide at least 7 days' written notice to request a service suspension.

Requests made with less than 7 days' notice may be denied or subject to fees.

### **Maximum Suspension Period**

Services may be suspended for a maximum of 30 consecutive days within a 12-month period.

Suspensions longer than 30 days will result in termination of the subscription, requiring re-enrollment and possible new pricing upon return.

### **Fees During Suspension**

A \$50 holding fee may apply to maintain priority scheduling and locked-in rates during the suspension period.

If no holding fee is paid, the Company does not guarantee availability or pricing upon resuming services.

### **Resumption of Service**

Clients must notify ESC Home-Services Inc at least 5 business days in advance of their desired restart date.

Service frequency and day/time will resume as originally scheduled subject to availability.



## **Company Rights**

ESC Home-Services Inc reserves the right to deny suspension requests during peak demand periods or if a client has outstanding balances

The Company may terminate accounts with repeated suspension requests that disrupt scheduling or operational consistency.

## **Holiday Policy**

### **Observed Holidays**

ESC Home-Services Inc observes the following holidays:

New Year's Day (January 1)

Memorial Day

Veteran's Day

Independence Day (July 4)

Labor Day

Thanksgiving Day

Christmas Eve/ Day (December 24, 25)

### **No Service Days**

No cleaning services will be performed on the holidays listed above.

If a scheduled service falls on one of these holidays, the service will either:

Be rescheduled within the same week, subject to availability, or

Be skipped and resume at the next scheduled frequency.

### **Holiday Rescheduling**

Clients are responsible for requesting reschedules at least 7 days in advance if their cleaning falls on a holiday.

Rescheduling is subject to staff and calendar availability.

Failure to request a reschedule will result in the service being skipped and billed in full.

### **Premium Holiday Services (Optional)**

Services requested on non-observed holidays, eves of major holidays, or at client request on observed holidays (if the staff is available) will be billed at 1.5x the standard service rate.

Requests must be made at least 14 days in advance and confirmed by the Company in writing.

### **Company Rights**

ESC Home-Services Inc reserves the right to adjust the holiday schedule, restrict availability, or decline service requests during peak holiday periods.

## **Tip & Gratuity Policy**

### **Tipping is Optional**

Tips/gratuities are never required but are always appreciated by our cleaning professionals.

Clients are under no obligation to provide a tip.

### **Acceptable Forms of Tipping**

Tips may be given in cash directly to staff, or added to the invoice and distributed by ESC Home-Services Inc.

If added to the invoice, tips are tracked and distributed through payroll.

### **No Solicitation Rule**

Employees may not request or demand tips from clients under any circumstances.

Any reports of tip solicitation will result in disciplinary action.

## **Distribution of Tips**

Tips given via invoice are considered voluntary gratuities and are distributed directly to the cleaning staff who performed the service.

The Company does not withhold or retain tips except as required by law (tax reporting, payroll compliance).

## **Service Quality & Tips**

Tips are a gesture of client appreciation and do not replace the Company's obligation to deliver high-quality cleaning services.

Service complaints should be directed to ESC Home-Services Inc management, not addressed through tipping.

## **No Guarantee of Income**

Tips are not guaranteed and are not considered part of base wages. Employees are compensated fairly through hourly pay or salary regardless of tips.

## **Breakage or Loss Policy**

### **Client Responsibility**

Clients must secure or remove fragile, valuable, sentimental, or irreplaceable items (e.g., jewelry, heirlooms, cash, artwork, collectibles) prior to scheduled cleaning.

ESC Home-Services Inc is not responsible for items not properly secured or disclosed in advance.

### **Reporting Requirements**

Any alleged damage or loss must be reported to ESC Home-Services Inc within 24 hours of service completion.

Reports made after 24 hours will not be considered valid.

### **Investigation & Resolution**

The Company will conduct an internal review of all claims.

If breakage or loss is verified and determined to be caused by the Company's negligence, the Company may, at its discretion:

Repair the item,

Replace the item with a comparable item, or

Provide reimbursement, not to exceed the current fair market value of the item.

### **Exclusions**

The Company is not liable for:

Normal wear and tear, pre-existing damage, or deterioration.

Items with inherent defects (e.g., unstable shelving, improperly hung fixtures, loose items).

Damage to artwork, collectibles, or items valued over \$500, unless disclosed in writing prior to service.

Any loss of cash, securities, or other non-replaceable valuables.

### **Liability Cap**

The Company's total liability for any verified claim shall not exceed the total amount paid by the Client for the specific service during which the alleged breakage or loss occurred.

No Admission of Liability

Payment, repair, or replacement for any claim shall not constitute an admission of fault or negligence by the Company.

### **Referral Fee**

The client agrees that he will not solicit, entice, or influence any service provider of ESC Home-Services Inc to leave ESC Home-Services Inc, or take over the cleaning contract, whether it is directly or indirectly, individually, or through a family member or other person or other company action. Otherwise, a referral fee of \$4,500 will occur. This fee is due within 30 days of notification by ESC Home-Services Inc to the client. If the fee is not paid, ESC Home-Services Inc will have the right to pursue other methods of collection, without any proof of damage being necessary.

### **Quality Control**

At ESC Home-Service Inc, we believe every client deserves consistent, professional, and high-quality cleaning. That's why we stand by our Cleaning Quality Guarantee:

**Consistent Standards**

Every service follows our detailed cleaning checklist designed to meet your unique needs. Our team is trained to deliver the same reliable quality — every time.



## **24-Hour Satisfaction Window**

If you're not fully satisfied, notify us within 24 hours of service completion, and we'll return for a free touch-up re-clean of the areas in question.

## **Clear Scope of Work**

Our guarantee applies to all services within the agreed-upon scope of work. Special requests or deep cleaning tasks outside of the original agreement may require additional time and cost.

## **Professional & Safe Practices**

We use industry-approved cleaning methods and products to ensure a safe, healthy, and spotless environment — whether it's your home, office, Airbnb, or event space.

## **Continuous Improvement**

Your feedback matters! We regularly review client feedback and train our staff to improve our services. Every client helps us raise the bar.

## **Cleaning Service Condition Policy**

At ESC Home-Services Inc, the safety of our staff and the quality of our work depend on proper working conditions at every service location. To ensure fair and effective service, the following strict conditions apply:

### **Property Preparation**

Clients must ensure the property is accessible, safe, and ready for service at the scheduled appointment.

Areas to be cleaned must be free of clutter, personal belongings, laundry, dishes, or trash that would prevent cleaning.

The Company is not responsible for organizing, sorting, or moving personal property unless pre-arranged for an additional fee.

### **Utilities & Access**

Clients must provide working electricity, water, lighting, and climate control at the time of service.

Lack of proper utilities may result in service cancellation with full charges due.

Clear and safe access to all areas (stairs, entryways, driveways) must be maintained.

### **Sanitary & Safe Conditions**

Properties must be free of hazardous conditions, including but not limited to:

Mold, biohazards, bodily fluids, pests, infestations, or animal waste.

Dangerous structural issues (e.g., broken flooring, unstable ceilings).

Aggressive pets not secured prior to service.

If hazardous conditions are discovered, service will be terminated immediately with full charges due.

### **Excessive Dirt or Neglect**

Standard service is based on normal cleaning conditions.

Properties requiring heavy-duty cleaning (e.g., hoarding, extreme grease buildup, excessive pet hair, long-term neglect) will incur additional charges or may be declined at the Company's discretion.

### **Client Cooperation**

The Client must disclose any special instructions, fragile surfaces, or problem areas prior to service.

The Company is not responsible for damage caused by unreported pre-existing conditions (e.g., cracked tiles, peeling paint, unstable fixtures).

### **Right to Refuse Service**

The Company reserves the right to refuse or terminate service if conditions are unsafe, unsanitary, or significantly different from what was described at the time of booking.

Full-service fees will still apply in such cases.

### **Refunds & Re-Cleans**

At ESC Home-Services Inc, we strive to deliver reliable, high-quality cleaning services all the time. To ensure fairness and consistency, the following Refund & Re-Clean Policy applies to all clients:

#### **Re-Clean Eligibility**

If you are not satisfied with your cleaning, you must notify us within 24 hours of service completion.

Eligible issues will be corrected through a free re-clean of the affected areas only.

Re-cleans will be scheduled within 48 hours, subject to staff availability.

#### **Refunds**

We do not issue cash refunds for completed cleaning services.

Our policy is to correct issues through a re-clean whenever possible.

Refunds may only be considered in extreme cases where service was not rendered at all due to company error.

#### **Exclusions from Guarantee**

The following situations are not covered under our Refund & Re-Clean Policy:

Reports made after 24 hours of service completion.

Dissatisfaction with tasks outside the agreed scope of work.

Pre-existing stains, damage, or buildup that cannot be remedied with standard cleaning methods.

Situations where access to the property was restricted or unsafe for staff.

Client-provided cleaning products that fail to perform effectively.

#### **Client Responsibilities**

Clients must provide accurate service details (square footage, condition, type of cleaning needed).

Properties must be accessible, safe, and free of hazards at the time of service.

Clients must communicate specific requests before service begins.

### **Company Rights**

We reserve the right to determine whether a reported issue qualifies for a re-clean.

We reserve the right to refuse re-clean requests if misuse, false claims, or unreasonable expectations are identified.

Excessive or repeated claims may result in termination of service agreement.

### **No Heavy Lifting Policy**

At ESC Home-Services Inc, the health and safety of our staff are our highest priority. For this reason, our cleaning professionals are not permitted to lift, move, or carry heavy objects outside of normal cleaning tasks.

### **Weight Limit**

Team members may move or lift items up to 20 lbs (9 kg) when necessary for routine cleaning (e.g., small chairs, lightweight bins).

Items over 20 lbs (9 kg) will not be moved, carried, or lifted under any circumstances.

### **Furniture & Appliances**

Large or heavy furniture (sofas, beds, dressers, etc.) and appliances (refrigerators, ovens, washers, dryers, etc.) will not be moved by our staff.

Cleaning will be performed around and underneath items where accessible, but moving such objects is the Client's responsibility.

### **Liability Disclaimer**

The Company is not responsible for cleaning areas blocked by heavy furniture, appliances, or objects.

If a client or third party moves heavy items, the Company is not liable for damage, scratches, or personal injury resulting from that action.

### **Client Responsibility**

Clients who require cleaning under or behind heavy furniture/appliances must arrange for items to be safely moved before the scheduled cleaning.

Additional fees may apply if excessive clutter or immovable objects significantly delay or restrict cleaning.

### **Safety & Insurance**

This policy ensures compliance with workplace safety regulations and maintains the validity of Company insurance coverage. Any violation of this policy by staff is subject to disciplinary action.

### **Not Maintenance Personnel**

At ESC Home-Services Inc, our team members are professional cleaners, not maintenance or repair personnel. To protect our staff, clients, and property, the following rules apply:

#### **Scope of Work**

Our services are strictly limited to cleaning tasks as outlined in the service agreement or cleaning checklist.

Team members are not authorized to perform maintenance, repair, or construction tasks, including but not limited to:

Electrical, plumbing, or HVAC work.

Appliance repairs or installations.

Painting, patching, or wall repairs.

Furniture assembly, disassembly, or moving of heavy items.

Pest control or mold remediation.

Yardwork, landscaping, or exterior structural repairs. Excludes: Yard Cleaning Services

## **Liability Protection**

The Company assumes no liability for any maintenance-related requests performed outside the scope of cleaning services.

Any damage resulting from improper use of cleaning staff for maintenance purposes is the Client's sole responsibility.

## **Safety & Compliance**

Cleaning staff are not trained, licensed, or insured for maintenance, repair, or construction work.

Performing such tasks would violate Company policy and may void insurance coverage.

Staff are instructed to refuse requests outside the approved cleaning scope.

## **Client Responsibility**

Clients are responsible for arranging qualified, licensed professionals for all maintenance or repair needs.

If our team encounters unsafe or unmaintained conditions that prevent cleaning (e.g., leaks, broken fixtures, pest infestations), service may be delayed or canceled until proper repairs are made.

## **Pet Policy**

### **Client Responsibility for Pets**

Clients must secure all pets prior to the scheduled cleaning service.

Pets must be confined to a safe area (crate, separate room, or outside the home) that will not interfere with the cleaning staff's work.

## **Safety & Liability**

ESC Home-Services Inc is not responsible for pets left unsecure during service.

### ***The Company is not liable for:***

Pets escaping,

Injuries to pets caused by cleaning equipment or products, or

Injuries to staff caused by pets.

Aggressive pets must be removed from the property during service. If staff feels unsafe due to pet behavior, service will be immediately terminated, and the full service fee will still apply.

### **Pet Waste & Cleaning**

Cleaning of pet waste (urine, feces, litter boxes, cages, or similar) is not included in standard services unless specifically contracted.

If unexpected pet waste cleanup is required, a minimum \$85 hazardous/unsanitary fee will be added to the invoice.

### **Lock-Outs Due to Pets**

If pets prevent access to the home (e.g., blocking doors, attacking staff, or triggering alarms), the appointment will be considered a lock-out, and the full-service fee will be charged.

### **Damage by Pets**

ESC Home-Services Inc is not responsible for damage caused by pets (such as chewing supplies, knocking over equipment, or interfering with cleaning).

### **Company Rights**

Repeated violations of this policy (e.g., unsecured aggressive pets, unsanitary conditions) may result in termination of services without refund.

## **Prices & Customer Evaluation**

### **Pricing Structure**

All services are billed according to the agreed service rate or subscription plan.

Prices are based on factors such as property size, condition, location, requested service type, and frequency of cleaning.

### **Evaluation of Property**

Prior to service, ESC Home-Services Inc may conduct a customer evaluation of the property to determine appropriate pricing and service requirements.

This evaluation may include property walkthroughs, customer questionnaires, or photos provided by the client.

### **Price Adjustments**

Prices are subject to adjustment if:

The property condition differs from the original evaluation.

The client requests additional services not included in the original scope.

Service frequency is altered (e.g., switching from weekly to monthly).

Any changes will be discussed with the client and confirmed in writing before proceeding.

### **Ongoing Evaluation**

Periodic evaluations may be conducted to ensure service quality and pricing remain fair.

Clients will be notified in advance of any price adjustments resulting from evaluations.

### **Customer Feedback & Quality Assurance**

Clients are encouraged to provide feedback after services to help maintain quality.

Feedback may be collected via surveys, emails, or direct communication.

Service improvements will be made where possible, but pricing is not negotiable based on customer preference alone.

### **Company Rights**

ESC Home-Services Inc reserves the right to refuse service, adjust prices, or update terms of service following an evaluation.



Failure by the client to accept a necessary price adjustment may result in termination of services

**Disclaimer & Accountability**

If you're moving out of a rental, be advised that making use of a professional cleaning service does not guarantee the return of a rental deposit. Additionally, ESC Home-Services Inc will only remain accountable to the individual paying for the service – which is YOU. Should someone other than YOU (such as the property owner, manager or real estate agent) decide that the scope of cleaning that you requested & paid for does not meet their standards, you & that other individual will have to work it out. IF we are asked to return to provide extra detail or services, it will likely result in additional costs due to the additional time & labor.

## **Customer Feedback & Online Review Policy**

At ESC Home-Services Inc, we value feedback as an important tool for improving our services and strengthening our relationship with clients. To ensure fairness and professionalism, the following guidelines apply:

### **Purpose of Feedback**

Feedback is welcomed to:

Share satisfaction with services.

Report concerns or areas needing improvement.

Suggest additional services or upgrades.

All feedback must remain professional, respectful, and constructive.

### **Submission of Feedback**

Clients may provide feedback through:

Email: [support@eschomeservices.com](mailto:support@eschomeservices.com)

Phone: (948) 202-0142

Feedback forms, review requests, or customer surveys.

To maintain quality, feedback regarding service concerns should be reported within 24–48 hours of service completion.

### **Response to Feedback**

Positive feedback may be used (with permission) for testimonials and marketing.

Concerns will be acknowledged within 24 business hours and reviewed promptly.

If the issue is valid and within the scope of service, a corrective solution or re-clean will be offered in line with our Satisfaction Policy.

## **Limitations**

Feedback must not include:

Offensive, abusive, or discriminatory language.

False claims or misrepresentation of service.

Repeated unreasonable complaints or misuse of the feedback process may result in termination of service agreements.

## **Right to Review**

Clients are welcome to share honest, accurate, and respectful feedback on platforms such as Google, Yelp, Airbnb, Facebook, or other review sites.

Reviews should reflect the true scope of service provided and the client's direct experience.

## **Accuracy & Fairness**

### ***Reviews must not contain:***

False or misleading statements.

Offensive, abusive, or defamatory language.

Personal attacks on individual staff members.

Clients are encouraged to first contact us directly with any concerns so we may attempt to resolve the issue before a public review is posted.

## **Company Response**

We reserve the right to respond publicly to online reviews in a professional and respectful manner, clarifying service details if necessary.

If a review contains false or defamatory claims, the Company may request its removal from the platform and pursue further action if needed.

## **Use of Reviews**

Positive reviews may be shared by the Company for marketing and promotional purposes, with or without attribution, unless the client specifically requests otherwise.

## **Abuse of Review Platforms**

Deliberately posting false, damaging, or multiple duplicate reviews may be considered abuse and could result in:

Termination of services.

Legal action for defamation or damages.

## **Non-Disparagement Clause**

### **Client Obligation**

The Client agrees not to make, publish, or communicate to any third party any false, misleading, or disparaging statements (whether written, spoken, or online) about ESC Home-Services Inc, its employees, contractors, or services.

### **Protected Honest Feedback**

This clause does not restrict the Client's right to:

Provide honest feedback directly to the Company.

Leave truthful consumer reviews in good faith that reflect their genuine experience.

Exercise any legal rights under consumer protection laws.

### **Remedies**

If the Client violates this clause:

The Company reserves the right to terminate services immediately without refund.

The Client may be held liable for damages, attorney's fees, and costs resulting from reputational or financial harm caused by false or defamatory statements.

### **Survival**

This provision shall survive termination of this Agreement and remain enforceable indefinitely.



## **Entire Agreement**

This Agreement, together with any attached schedules, policies, or addendums, constitutes the entire agreement between ESC Home-Services Inc (“Company”) and the Client.

It supersedes all prior discussions, negotiations, promises, or agreements, whether written or verbal.

No other representations, warranties, or understandings shall be binding unless expressly included herein.

## **Changes to This Agreement**

The Company reserves the right to amend, update, or modify this Agreement and any related policies at any time

Clients will be notified of significant changes via email, invoice notice, or website update.

Continued use of the Company’s services after notice of changes shall constitute the Client’s acceptance of the revised Agreement.

## **Waivers**

Failure by the Company to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce that provision or any other provision in the future.

No waiver, alteration, or modification of this Agreement shall be binding unless made in writing and signed by both the Company and the Client.

## **Severability & Governing Law**

### **Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed or limited to the minimum extent necessary.

The remaining provisions shall remain in full force and effect.

This ensures that the Agreement is enforceable even if part of it becomes invalid.



## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to conflict of law principles.

Any disputes arising under or related to this Agreement shall be resolved exclusively in the state or federal courts located in Newport News Virginia.

Both parties hereby consent to the jurisdiction and venue of such courts.

## **Limitation of Liability**

### ***Maximum Liability***

To the fullest extent permitted by law, the Company's total liability to the Client, whether arising in contract, tort, negligence, or otherwise, shall be limited to the total amount paid by the Client for the specific service(s) in dispute.

### **Exclusions of Liability**

#### ***The Company shall not be liable for:***

Pre-existing damage, wear, or deterioration of property, surfaces, or fixtures.

Normal wear and tear resulting from cleaning.

Damage caused by improper installation, faulty construction, or unsafe conditions.

Loss of valuables, cash, or unsecured items not properly stored by the Client.

Indirect, incidental, or consequential damages, including loss of income, rental income, or business interruption.

## **Client Responsibility**

The Client is responsible for securing valuables, fragile items, and breakables prior to service.



The Client must notify the Company of any delicate surfaces, specialty items, or known hazards in the property before cleaning.

### **Force Majeure**

The Company shall not be held responsible for delays or failure to perform services due to events beyond its reasonable control, including but not limited to:

Natural disasters, extreme weather, or power outages.

Accidents, illness, or emergencies.

Acts of government or third-party interruptions.

### **Indemnification Obligation**

The Client agrees to indemnify, defend, and hold harmless ESC Home-Services Inc, its owners, employees, contractors, and affiliates from and against all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorney's fees) arising out of or related to:

The Client's negligence, misconduct, or breach of this Agreement.

Unsafe property conditions, including but not limited to broken fixtures, hazardous materials, unsecured pets, or unsafe entryways.

Injury to third parties caused by the Client's actions or property conditions.

Any claims brought by tenants, guests, or third parties against the Company that result from the Client's failure to disclose important information.

### **Client Responsibility**

The Client acknowledges and agrees that:

They are responsible for maintaining a safe and hazard-free environment at the property before, during, and after cleaning services.

They must notify the Company in advance of any known risks, hazards, or special instructions.

Failure to do so may result in liability being shifted entirely to the Client.

**Survival**

This indemnification obligation shall survive termination or expiration of this Agreement and continue to apply to any claims or disputes arising thereafter.

## **Dispute Resolution & Arbitration**

### ***Good Faith Negotiation***

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, both parties agree to first attempt to resolve the matter through good faith negotiation.

### **Mediation Requirement**

If negotiation fails, the parties shall submit the dispute to non-binding mediation with a mutually agreed-upon neutral mediator located in Newport News Virginia before pursuing any further action.

### **Binding Arbitration**

If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA) or another recognized arbitration body.

The arbitration shall take place in Newport News Virginia.

The arbitrator's decision shall be final and enforceable in court.

Each party shall bear its own costs and attorney's fees, unless otherwise determined by the arbitrator.

### **Waiver of Jury Trial & Class Actions**

Both parties agree to waive the right to a trial by jury and waive the ability to participate in a class action or representative action against the other.

Effective September 10<sup>th</sup> 2025

