# **Pure Stream Pressure Washing – Terms of Service**

**Pure Stream Pressure Washing** 

**Effective Date: 05/12/2025** 

**Jurisdiction: State of Michigan** 

This Terms of Service Agreement ("Agreement") is entered into by and between Pure Stream Pressure Washing("Company," "we," "our," or "us") and the undersigned customer ("Client," "you," or "your") for the provision of pressure washing and related services. By engaging our services, you agree to abide by the terms listed below, which are enforceable under the laws of the State of Michigan.

## **Client Acknowledgement**

By accepting service, signing an estimate, approving electronically, or allowing work to commence, the Client hereby acknowledges that they have read, understood, and voluntarily agreed to all terms and conditions set forth in this Agreement.

The Client further affirms that this Agreement constitutes a legally binding contract under the laws of the State of Michigan, and agrees to be bound by its provisions in full. Failure to read the Terms and

Conditions in their entirety does not exempt the Client from liability under this Agreement.

## 1. Scope of Services

Pure Stream Pressure Washing ("the Company") agrees to perform pressure washing and/or exterior cleaning services strictly as described in the approved written estimate provided to the Client. These services may include, but are not limited to, surface cleaning of driveways, sidewalks, siding, decks, fences, gutters, roofs, patios, and other approved exterior structures.

The Client acknowledges that the approved estimate outlines the complete and exclusive scope of services to be performed. No additional services, modifications, or changes shall be provided unless expressly agreed to in writing and signed by both the Client and an authorized representative of the Company. Verbal agreements or informal requests will not be honored or deemed binding.

The Company reserves the right to refuse any additional or modified service requests that were not included in the original estimate or have not been formally approved.

By engaging the Company's services, the Client agrees to be bound by the terms of the original scope of work and understands that unauthorized or requested work outside of this scope may not be performed or may incur additional charges.

# 2. Estimate Validity

All written estimates issued by Pure Stream Pressure Washing are considered valid for a period of thirty (30) calendar days from the date of issuance. After this period, the estimate shall be considered expired, and the Company reserves the right to revise pricing, terms, an availability without notice.

All prices listed in the estimate are based on the initial scope of work, observed property conditions, and known material requirements at the time the estimate was prepared. Should there be any changes in scope, discovery of underlying structural or material issues, or modifications requested by the Client, the Company reserves the right to adjust pricing accordingly.

No estimate shall be deemed binding unless it is accepted and approved in writing by the Client within the thirty (30) day validity period. Any estimate that

has expired must be reissued and re-approved before services can be scheduled or performed.

By accepting a written estimate, the Client agrees to the pricing and terms stated therein, subject to the provisions of this section.

# 3. Acceptance of Estimate

By signing or electronically accepting any written estimate provided by Pure Stream Pressure Washing, the Client expressly acknowledges and agrees to be bound by the full scope of services, pricing, and all terms and conditions set forth in the estimate and this Terms of Service Agreement.

Such acceptance constitutes a legally binding agreement between the Client and the Company and shall be enforceable under the laws of the State of Michigan. The Client understands and agrees that no verbal representations, modifications, or side agreements shall have any legal effect unless reduced to writing and signed by both parties.

Once accepted, the estimate, together with this Terms of Service Agreement, shall govern the relationship

between the parties and supersede any prior discussions or understandings.

The Client further acknowledges that acceptance of the estimate includes agreement to: The payment terms,

-The scope of work,
Deposit requirements,
Cancellation policies,
And any other applicable provisions herein.

## 4. Governing Law

This Agreement, including all estimates, invoices, and attachments hereto, shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

The parties expressly agree that this Agreement shall be subject to and interpreted under all applicable state statutes and regulations, including but not limited to the Michigan Consumer Protection Act (MCL 445.901 et seq.) and the Michigan Home Solicitation Sales Act (MCL 445.111 et seq.), where applicable.

Any disputes, claims, or legal actions arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located in the

State of Michigan, and the parties hereby submit to the personal jurisdiction of such courts.

By entering into this Agreement, the Client and Pure Stream Pressure Washing acknowledge and agree to be bound by Michigan state law in the interpretation and enforcement of all terms and conditions contained herein.

5. Right to Cancel (Cooling-Off Period)
In accordance with the Michigan Home Solicitation
Sales Act (MCL 445.111 et seq.), the Client has the
legal right to cancel this Agreement within three (3)
business days from the date of signing if the contract
was executed at a location other than the Company's
primary place of business (e.g., at the Client's home,
job site, or other remote location).

To cancel within this period, the Client must provide written notice of cancellation to Pure Stream Pressure Washing no later than midnight of the third business day following the date the Agreement was signed.

Notice of cancellation must clearly express the Client's intent to withdraw from the Agreement and may be delivered in person, by certified mail, or by any electronic means acknowledged by the Company.

If cancellation is made in accordance with the legal timeframe and procedures described above, the Client will not incur any charges and any deposit made will be refunded in full.

After this three-day window has passed, the Agreement is considered fully binding, and all terms—including payment and cancellation fees—shall apply as outlined in this document.

# 6. Payment Terms

Unless otherwise agreed to in writing by both parties, payment is due immediately upon completion of services rendered by Pure Stream Pressure Washing. Accepted forms of payment include:

Cash (U.S. Dollars only),

Credit/Debit Cards (Visa, MasterCard, American Express),

Check (subject to verification and clearance), Venmo (to an approved company-linked account).

Alternative payment methods may be accepted at the sole discretion of the Company, provided prior arrangements are made in writing.

Failure to provide payment in full upon completion of services constitutes a breach of this Agreement and may result in late fees as outlined in Section 7 ("Late Payments"), suspension of services, or legal collection efforts. Returned checks will incur a minimum charge of \$35.00 and may be subject to additional penalties as permitted under Michigan law (MCL 600.2952).

By engaging our services, the Client acknowledges and agrees to comply fully with the above Payment Terms.

## 7. Late Payments

Pure Stream Pressure Washing requires that all invoices be paid in full upon completion of services, unless otherwise agreed to in writing. If payment is not received within three (3) calendar days from the date of service completion, the Client shall be deemed in default of payment.

In the event of default, the Client agrees to pay a late fee of twenty-five U.S. dollars (\$25.00) per day for each calendar day that the balance remains unpaid. Late fees will continue to accrue daily until the outstanding balance is paid in full. Failure to remit timely payment, including any accrued late fees, may result in the following actions at the sole discretion of the Company:

- -Suspension of current or future services;
- -Referral to collections;
- -Legal action to recover the unpaid balance, in which case the Client shall also be responsible for all collection costs, legal fees, and court expenses incurred.

By accepting the terms of service or engaging the Company's services, the Client acknowledges and agrees to this Late Payment Policy in full.

# 8. Deposit Policy

Upon approval of the provided estimate, the Client agrees to submit a deposit equal to twenty percent (20%) of the total estimated cost. This deposit is required prior to the commencement of any work and serves to reserve the scheduled service date and cover preliminary costs and labor preparation.

This deposit is non-refundable under any circumstances, including but not limited to cancellation by the Client, rescheduling requests outside of permitted windows, weather delays,

changes in project scope, or failure to proceed with the remaining balance.

By submitting the deposit, the Client acknowledges and agrees to this policy in full. Failure to submit the required deposit may result in cancellation of the scheduled services at the Company's sole discretion.

# 9. Rescheduling Policy

Clients of Pure Stream Pressure Washing may reschedule a confirmed service appointment by providing a minimum of forty-eight (48) hours' advance notice prior to the originally scheduled service time.

Notice of rescheduling must be submitted in writing (e.g., email or text) or communicated directly to an authorized representative of the Company. The Company will make reasonable efforts to accommodate the Client's requested reschedule date, subject to availability.

Failure to provide at least 48 hours' notice may result in a Missed Appointment Fee of fifty U.S. dollars (\$50.00), which shall be added to the Client's invoice or required to be paid prior to the rescheduled appointment.

If a Client fails to be present at the time of service without prior notice or if the service location is inaccessible (e.g., locked gates, obstructions, unsafe conditions), the appointment shall be considered missed and may incur a (\$100) fee at the Company's discretion.

Repeated rescheduling or cancellations may result in loss of priority scheduling or refusal of future services.

By engaging the Company's services, the Client acknowledges and agrees to comply with this Rescheduling Policy in full.

## 10. Weather Delays

Pure Stream Pressure Washing reserves the sole and exclusive right to delay, suspend, or reschedule any scheduled services due to inclement weather, hazardous conditions, or any environmental factors that may pose a risk to the safety of personnel, the Client's property, or the effectiveness of the cleaning process. Such conditions may include, but are not limited to: Rain, snow, ice, high winds, or lightning,

excessive cold or heat that interferes with cleaning agents or equipment, Any other weather-related circumstances deemed unsafe or unsuitable by the Company.

The Client acknowledges and agrees that weather-related delays do not constitute breach of contract, nor shall the Company be held liable for any inconvenience, financial loss, or damages resulting from such delays.

In the event of a weather delay, the Company will notify the Client as soon as reasonably practicable and will make best efforts to reschedule the service at the next available and mutually convenient time. Priority will be given to previously delayed appointments.

By accepting the Company's services, the Client agrees to this Weather Delays policy as part of the Terms and Conditions of service.

#### 11. Site Access

The Client agrees to provide adequate and safe access to the worksite for Pure Stream Pressure Washing personnel and equipment necessary to perform the contracted services. Specifically, the

Client shall ensure that the following are accessible and functional at the time of service:

- -Driveways, walkways, or other entry points to the property
- -Gates or fences required to reach the designated cleaning areas
- -A reliable water source capable of supplying sufficient flow and pressure
- -Electrical power outlets if required for equipment operation.

Failure to provide necessary site access, water, or power may result in fees as outlined in Section 9 ("Rescheduling Policy") . The Client acknowledges that any such delays or additional costs incurred due to inadequate site access are the Client's responsibility.

Pure Stream Pressure Washing reserves the right to reschedule services until appropriate access is provided and will not be liable for missed or delayed services resulting from restricted or denied access.

By engaging the Company's services, the Client agrees to comply with these Site Access requirements as a condition of service.

## 12. Pre-Existing Conditions

The Client acknowledges and agrees that Pure Stream Pressure Washing shall not be liable for any damage to surfaces, structures, or property that are already deteriorating, cracked, weakened, or previously damaged prior to the commencement of services.

It is the Client's responsibility to disclose any known pre-existing conditions or vulnerabilities in the surfaces or property to be serviced. The Company will exercise reasonable care and industry-standard practices to avoid exacerbating such conditions; however, due to the nature of pressure washing and exterior cleaning, the Company cannot guarantee that pre-existing damage will not worsen.

The Client agrees to hold Pure Stream Pressure Washing harmless and indemnify the Company against any claims, losses, or damages arising from the condition of surfaces or structures that were compromised prior to service.

By accepting these Terms of Service, the Client acknowledges understanding and acceptance of this limitation of liability related to pre-existing conditions.

# 13. Surface Compatibility

We are not responsible for damage to surfaces that are not suitable for pressure washing or chemical treatment.

## 14. Chemical Usage Disclosure

The Client hereby acknowledges and consents to the use of biodegradable, eco-friendly, and/or commercial-grade detergents, surfactants, and cleaning agents by Pure Stream Pressure Washing as part of its standard pressure washing and exterior cleaning procedures.

All chemical products used by the Company are selected based on industry best practices and are intended to be safe for residential and commercial use when applied according to manufacturer guidelines. The Company takes reasonable precautions to minimize environmental impact and ensure the safety of surrounding vegetation, pets, and property.

The Client agrees that they have been informed of and accept the use of such chemical agents as part of the cleaning process. The Client also acknowledges that certain surfaces and materials may react unpredictably to chemical treatment and that the Company shall not be held liable for any adverse

effects resulting from pre-existing conditions or undisclosed vulnerabilities in treated surfaces.

By agreeing to the services of Pure Stream Pressure Washing, the Client consents to this Chemical Usage Disclosure and waives any claim arising solely from the appropriate and lawful use of such products.

15. Landscaping & Environmental Risks
While Pure Stream Pressure Washing exercises
reasonable care and takes precautionary measures to
protect surrounding landscaping, vegetation, outdoor
furniture, and decorative features during service, the
Client acknowledges that certain incidental impact
may be unavoidable due to the nature of pressure
washing and exterior cleaning. The Client agrees that
the Company shall not be held liable for any
unintentional or incidental damage to the following:

Grass, flowers, plants, shrubs, or trees, Mulch, gravel, rock beds, or similar features, Outdoor décor, ornaments, lighting fixtures, or furniture not removed prior to service,

Surfaces or areas affected by overspray, runoff, or cleaning solutions, provided those materials were

applied in accordance with product instructions and industry safety standards.

The Client is responsible for clearing or protecting delicate items or landscaping features prior to the Company's arrival. If there are specific areas or objects of concern, the Client must notify the Company in writing at least 24 hours before the scheduled service.

By engaging the Company, the Client accepts this risk as inherent to the service and waives any claim against Pure Stream Pressure Washing for incidental environmental or landscaping damage, except in cases of willful misconduct or gross negligence.

### 16. Utilities

The Client agrees to provide unobstructed access to a functioning water supply and, if necessary, an electrical power source at the service location on the date and time of scheduled service.

The water supply must include a standard outdoor faucet or spigot capable of delivering adequate water pressure for commercial-grade pressure washing equipment. If an electrical outlet is required for the operation of certain tools or cleaning systems, it must

be in safe, operable condition and located within a reasonable distance of the service area.

The Client acknowledges that failure to provide access to necessary utilities may result in delays, rescheduling, or cancellation of services, at the sole discretion of Pure Stream Pressure Washing, and may subject the Client to additional charges or fees, including but not limited to a missed appointment fee or mobilization charge.

Pure Stream Pressure Washing shall not be responsible for any damage resulting from the Client's failure to ensure safe and adequate access to required utilities.

By accepting these Terms and Conditions, the Client confirms their responsibility for providing the necessary utilities as a condition of service.

### 17. Biohazard Notice

Pure Stream Pressure Washing reserves the right to refuse, delay, or cancel services at any time if, upon arrival at the Client's property, conditions are found that present biohazard risks or are otherwise deemed unsafe for personnel or equipment.

Biohazards may include, but are not limited to: Human or animal waste, blood, or bodily fluids, Mold or mildew with toxic characteristics, Needles, medical waste, or drug paraphernalia, Pest infestations or excessive animal droppings, Any material deemed hazardous under applicable federal, state, or local regulations.

Should such conditions be identified, the Company will immediately notify the Client and no work will proceed until the area has been fully remediated and declared safe by the appropriate professionals. The Client may be subject to a mobilization or inconvenience fee in the event of a refused service due to hazardous conditions.

By accepting these Terms and Conditions, the Client agrees to maintain a safe and hazard-free environment and acknowledges the Company's right to protect its personnel and property by refusing service under this policy.

## 18. Pet and Child Safety

For the safety of all parties, including children, pets, and Company personnel, the Client is solely responsible for ensuring that all minors and animals are kept indoors or away from the designated work area for the entire duration of the service provided by Pure Stream Pressure Washing.

The Client acknowledges that pressure washing involves the use of high-pressure water, detergents, hoses, electrical cords, and other equipment that may

pose serious safety risks if approached or tampered with.

Pure Stream Pressure Washing shall not be held liable for:

Any injury to children or pets caused by their presence in the work area;

Any property damage resulting from animals or children interfering with equipment or processes; Any delays or cancellations due to the presence of uncontained pets or unsupervised minors.

If Company personnel determine that the worksite is unsafe due to the presence of pets or children, the Company reserves the right to pause, reschedule, or cancel the service at the Client's expense.

By agreeing to these Terms and Conditions, the Client accepts full responsibility for ensuring a secure and obstruction-free environment during the entirety of the service.

### 19. Mold and Mildew

Pure Stream Pressure Washing does not guarantee the complete removal of mold, mildew, algae, or other organic stains that are deeply embedded in porous surfaces, including but not limited to concrete, stucco, brick, wood, and certain types of siding. While the Company utilizes industry-standard detergents and techniques to reduce and remove surface-level organic contaminants, the Client

acknowledges that certain stains may be permanent or only partially treatable due to the depth of penetration, age of the stain, material condition, and environmental exposure.

The Company shall not be held liable for:

Any discoloration that remains after treatment of affected surfaces,

Stains that reappear due to underlying moisture, mold spores, or environmental conditions,

Structural or aesthetic damage that pre-existed or is exacerbated by the cleaning process.

By entering into this Agreement, the Client acknowledges the limitations of pressure washing on porous materials and waives any claim against Pure Stream Pressure Washing for the incomplete removal of such stains where reasonable efforts have been made.

### 20. Surface Wear

The Client acknowledges and agrees that pressure washing is an aggressive cleaning method that, while effective at removing dirt, grime, and organic buildup, may also reveal or exacerbate underlying surface damage, including but not limited to:

Flaking, chipping, or peeling paint;

Cracks in wood, masonry, concrete, or siding;

Wear or deterioration of older surfaces or coatings;

Discoloration or uneven surface appearance due to prior damage or inconsistent aging.

Pure Stream Pressure Washing shall not be held liable for any pre-existing damage that becomes visible or is aggravated as a result of the cleaning process. By entering into this Agreement, the Client expressly assumes the risk of such outcomes and waives any claim against the Company for damage caused to surfaces that are already aged, weathered, improperly sealed, or otherwise vulnerable.

It is the Client's responsibility to inform the Company in writing of any surface concerns or conditions prior to the commencement of work. Failure to disclose such conditions constitutes an acknowledgment that the property is suitable for pressure washing.

By agreeing to these Terms and Conditions, the Client understands and accepts the inherent risks associated with pressure washing services.

# 21. Property Damage Disclaimer

The Client agrees to remove or properly secure all personal property, including but not limited to outdoor furniture, grills, decorations, vehicles, potted plants, lighting fixtures, hoses, and other movable items, from the area scheduled for service prior to the arrival of PureStream Pressure Washing.

The Client acknowledges and agrees that Pure Stream Pressure Washing shall not be held liable for any

damage, displacement, or loss resulting from the Client's failure to properly remove or secure such property before the commencement of services. This disclaimer applies to, but is not limited to: Scratching, chipping, or breaking of unsecured items, Water intrusion or chemical exposure to electronics or porous materials,

Movement or dislocation of items left within the work area.

The Company reserves the right to refuse service or reschedule the appointment at the Client's expense if hazardous obstructions or improperly cleared areas pose a risk to safety or equipment.

By accepting these Terms and Conditions, the Client fully assumes the risk of any incidental damage to uncleared property and waives any right to claim compensation for such damages.

## 22. Wastewater Management

Pure Stream Pressure Washing commits to full compliance with all applicable environmental laws and regulations, including but not limited to the Michigan Department of Environment, Great Lakes, and Energy

(EGLE) guidelines governing wastewater discharge and management.

The Company shall take all reasonable and necessary measures to contain, divert, and properly manage wastewater generated during pressure washing services, ensuring that it does not contaminate storm drains, waterways, soil, or neighboring properties. The Client acknowledges that the discharge of wastewater is subject to state and local regulations, and agrees to provide necessary access and cooperation to facilitate compliance efforts. Pure Stream Pressure Washing shall not be held liable for any violations, fines, or damages arising from wastewater discharge caused by the Client's failure to disclose relevant site conditions or to comply with applicable laws.

By entering into this Agreement, the Client affirms their understanding of and consent to the Company's wastewater management practices consistent with Michigan law.

### 23. Insurance

Pure Stream Pressure Washing maintains general liability insurance coverage in accordance with all applicable requirements under the laws of the State of Michigan.

This insurance coverage provides protection against claims arising from bodily injury, property damage, or

personal injury related to the performance of our pressure washing and exterior cleaning services. While the Company carries such insurance, the Client acknowledges that this coverage does not extend to damage resulting from pre-existing conditions, improper maintenance, or failure to follow the Terms and Conditions set forth herein.

Upon request, the Company may provide a certificate of insurance to the Client evidencing such coverage. The Client agrees that the existence of such insurance does not waive or limit any provisions of this Agreement, including but not limited to disclaimers and limitations of liability.

By entering into this Agreement, the Client acknowledges and accepts the Company's insurance status and agrees that Pure Stream Pressure Washing is appropriately insured for the services provided.

# 24. Licensing

Pure Stream Pressure Washing certifies that it is duly registered, licensed, and authorized to conduct business and provide pressure washing and exterior cleaning services within the State of Michigan. The Company complies with all applicable federal, state, and local licensing requirements, including those mandated by the Michigan Department of Licensing and Regulatory Affairs (LARA) and any other relevant regulatory bodies.

The Client acknowledges that PureStream Pressure Washing holds all necessary permits, licenses, and certifications required to perform the contracted services lawfully and in accordance with Michigan statutes.

By entering into this Agreement, the Client accepts the Company's licensed status and agrees that any claims related to the legality of the Company's operations are waived.

25. Photography Consent

By entering into this Agreement, the Client grants Pure Stream Pressure Washing the right to take photographs and/or videos of the property before, during, and after the performance of pressure washing services.

These images and recordings may be used for documentation, quality assurance, training, advertising, marketing, and promotional purposes, including but not limited to publication on websites, social media, and printed materials.

The Client waives any right to inspect or approve such photographs or videos prior to their use and acknowledges that no compensation will be provided for their use.

Pure Stream Pressure Washing agrees to use such media respectfully and will not disclose any

personally identifiable information without the Client's explicit consent.

If the Client objects to photography or videography for any reason, they must notify the Company in writing prior to the commencement of services.

### 26. Customer Feedback

By engaging the services of Pure Stream Pressure Washing, the Client expressly consents to the Company's right to request feedback, reviews, or testimonials regarding the services provided. Such requests may be made via email, text message, telephone, or through online review platforms at the Company's discretion.

The Client acknowledges that providing feedback is voluntary and that any testimonials or reviews submitted may be used by Pure Stream Pressure Washing for marketing, advertising, and promotional purposes without additional compensation.

The Company commits to respecting the Client's privacy and will not share personal contact information without consent.

If the Client does not wish to receive feedback requests, they must notify the Company in writing prior to or during the service engagement.

#### 27. Non-Solicitation

The Client agrees that for a period of twelve (12) months following the completion of services provided

under this Agreement, the Client shall not directly or indirectly solicit, hire, contract with, or engage any employee, subcontractor, or agent of PureStream Pressure Washing for the purpose of performing pressure washing or related services independently or outside of the Company.

This covenant is essential to protect the legitimate business interests of PureStream Pressure Washing, including its workforce stability and proprietary knowledge.

Any breach of this provision shall entitle PureStream Pressure Washing to seek all available legal and equitable remedies, including injunctive relief and monetary damages.

The Client acknowledges that this clause is reasonable in scope, duration, and geography to protect the Company's legitimate business interests. 28. Confidentiality

PureStream Pressure Washing acknowledges that any personal information, property details, project specifications, or proprietary information disclosed by the Client during the course of providing services is confidential.

The Company agrees to maintain the confidentiality of such information and shall not sell, share, disclose, or distribute any confidential information to third parties except as required by law or necessary to perform the agreed services.

Confidential information does not include information that is or becomes publicly available through no fault of the Company, or information independently developed without reference to the Client's confidential data.

The Client agrees that PureStream Pressure Washing may use aggregated or anonymized data for internal analysis or marketing purposes without revealing personally identifiable information.

This confidentiality obligation shall survive the termination or completion of services and remain in effect for a reasonable period thereafter.

# 29. Force Majeure

PureStream Pressure Washing shall not be held liable for any delay, failure, or inability to perform its obligations under this Agreement where such delay or failure is caused by events or circumstances beyond its reasonable control, including but not limited to: Natural disasters (e.g., floods, hurricanes, tornadoes, earthquakes),

Acts of God,
Government actions or restrictions,
War, terrorism, or civil unrest,
Epidemics or pandemics,
Labor disputes, strikes, or shortages,

Severe weather conditions or other emergencies affecting safety or accessibility.

In the event of a Force Majeure occurrence, PureStream Pressure Washing shall notify the Client as soon as practicable and shall be entitled to postpone, reschedule, or cancel the affected services without penalty or liability.

Neither party shall be considered in breach of this Agreement for delays or failures caused by Force Majeure events, and any affected deadlines or timeframes shall be extended accordingly.

#### 30. Termination of Services

Pure Stream Pressure Washing reserves the right to terminate or suspend services immediately without prior notice for any of the following reasons:

Unsafe working conditions at the service site that pose a risk to personnel or equipment;

Harassment, abusive behavior, threats, or any form of misconduct directed at the Company's employees, agents, or subcontractors;

Non-payment or failure to comply with the agreed payment terms, including but not limited to late payments beyond the specified grace period; Breach of any material term or condition of this Agreement by the Client.

Upon termination, the Client shall remain responsible for payment for all work completed up to the date of

termination, including any applicable cancellation fees.

Termination shall not waive any other remedies available to the Company under this Agreement or applicable law.

#### 31. Refunds

All sales and payments made to Pure Stream Pressure Washing are considered final and non-refundable, except as explicitly provided in this Agreement.

Refunds may be issued only if the contracted services were not performed by the Company or if the Client provides substantiated evidence of unsatisfactory service consistent with the provisions set forth in Section 32 (Acceptance of Estimate and Service Quality).

Requests for refunds must be submitted in writing within seven (7) calendar days following the completion of the service.

The Company reserves the right to inspect the work site and evaluate any complaints prior to authorizing any refund.

Any approved refund shall be issued within a reasonable time frame and shall not exceed the amount paid by the Client for the specific services in question.

No refunds shall be provided for change of mind, weather-related delays, or issues arising from circumstances beyond the Company's control.

32. Customer Satisfaction

The Client is required to notify Pure Stream Pressure Washing in writing of any dissatisfaction or concerns related to the services provided within twenty-four (24) hours of service completion.

Failure to provide timely notification shall be deemed acceptance of the work as satisfactory.

Upon receipt of a valid dissatisfaction notice, PureStream Pressure Washing reserves the right, but not the obligation, to investigate and correct any service-related issues at no additional cost to the Client.

The Company's correction efforts shall be the Client's sole and exclusive remedy for any alleged deficiencies in service.

Pure Stream Pressure Washing does not guarantee the complete elimination of all stains, discolorations, or damages due to factors beyond its control, including but not limited to pre-existing conditions or environmental factors.

## 33. Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to this Agreement, including but not limited to the breach, termination, enforcement, or validity

thereof, shall be resolved exclusively through binding arbitration conducted in accordance with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

The arbitration shall be administered by a mutually agreed-upon neutral arbitrator or, if the parties cannot agree, by a recognized arbitration organization.

The arbitration proceedings shall take place in the county where the services were performed, unless otherwise agreed in writing.

The arbitrator's decision shall be final, binding, and enforceable in any court of competent jurisdiction. Each party shall bear its own costs and attorney fees unless the arbitrator determines that an award of fees is warranted.

By agreeing to this provision, the Client waives their right to pursue any claims in court, including the right to a jury trial.

## 34. Legal Fees

In the event of any legal action, arbitration, or dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses, including but not limited to court costs, arbitration fees, and any other related expenses incurred in enforcing or defending rights under this Agreement.

Such recovery shall be in addition to any other relief or damages awarded.

# 35. Subcontracting

Pure Stream Pressure Washing reserves the right to engage subcontractors to perform any portion of the services under this Agreement as deemed necessary. All subcontractors engaged by the Company shall be held to the same standards, obligations, and responsibilities as PureStream Pressure Washing under this Agreement.

The Company remains fully responsible for the acts, omissions, and performance of its subcontractors. The Client acknowledges and agrees that subcontracting shall not relieve Pure Stream Pressure Washing of any duties or liabilities under this Agreement.

# 36. Assignability

The Client may not assign, transfer, delegate, or subcontract this Agreement, or any of its rights or obligations hereunder, to any third party without the prior written consent of Pure Stream Pressure Washing.

Any attempted assignment or delegation without such written consent shall be null, void, and unenforceable. Pure Stream Pressure Washing reserves the right to withhold such consent at its sole discretion.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

By agreeing to these Terms and Conditions, the Client acknowledges and agrees to this Assignability provision as a condition of the contractual relationship.

37. Independent Contractor Status

Pure Stream Pressure Washing is engaged as an independent contractor and shall in no event be considered an employee, agent, joint venturer, or partner of the Client for any purpose.

The Client acknowledges that Pure Stream Pressure Washing retains sole and exclusive control over the means, methods, techniques, and procedures by which the services are performed. The Company shall be solely responsible for all taxes, withholdings, insurance, and any other obligations imposed by federal, state, or local law in connection with its performance of services under this Agreement. Nothing in this Agreement shall be construed to create a relationship of employer-employee, principal-agent, partnership, or joint venture between the Client and Pure Stream Pressure Washing. The Client shall not direct or control the day-to-day operations of the Company or its personnel.

By entering into this Agreement, both parties affirm that they understand and accept this independent contractor relationship.

#### 38. No Waiver

The failure or delay by Pure Stream Pressure Washing to enforce any provision, right, or remedy under this Agreement shall not be construed as a waiver of such provision, right, or remedy.

No waiver by the Company of any breach or default shall constitute a waiver of any subsequent breach or default, whether of the same or different nature. Any waiver granted by the Company must be in writing and signed by an authorized representative of **Pure Stream Pressure Washing to be effective.** 

## 39. Entire Agreement

This Agreement, together with any associated invoices, estimates, and written communications, constitutes the entire agreement between Pure Stream **Pressure Washing and the Client concerning the** subject matter herein.

It supersedes and replaces all prior negotiations, representations, agreements, or understandings, whether written or oral, relating to the services provided.

No other agreements, promises, or representations, whether made by the Company or the Client, shall be binding unless expressly stated in writing and signed by both parties.

#### 40. Modifications

Any modifications, amendments, or supplements to this Agreement shall be effective only if made in writing and signed by both the Client and an authorized representative of Pure Stream Pressure Washing.

No oral modifications or agreements shall be valid or enforceable.

# 41. Severability

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect. The invalidity of any particular provision shall not affect the validity of the remainder of this Agreement, which shall remain binding upon the parties.

## 42. Non-Disparagement

The Client agrees not to make any public statements, whether oral, written, or otherwise, that disparage, defame, or damage the reputation of PureStream Pressure Washing, its owners, employees, agents, or subcontractors.

All disputes, concerns, or complaints must be addressed through private communication or the legal

dispute resolution mechanisms outlined in this Agreement.

Any violation of this provision may be deemed a material breach of this Agreement, entitling Pure Stream Pressure Washing to seek all available legal remedies, including injunctive relief and damages.

# 43. Equipment Safety

The Client agrees not to operate, tamper with, or interfere in any manner with any equipment, tools, or machinery owned or used by Pure Stream Pressure Washing that may be left temporarily on the Client's property.

Any unauthorized use or tampering with Company equipment may result in liability for damages and/or immediate termination of services.

Pure Stream Pressure Washing shall not be held responsible for any injuries, damages, or losses resulting from the Client's or any third party's unauthorized interaction with the Company's equipment.

## 44. Disconnection of Systems

The Client acknowledges and agrees that it is their sole responsibility to disconnect or deactivate any security systems, sprinkler systems, or other automated devices that may interfere with the Company's ability to perform the contracted services.

Pure Stream Pressure Washing shall not be liable for any damage, disruption, or malfunction of such systems caused by failure to properly disconnect or notify the Company prior to service.

The Client agrees to indemnify and hold harmless Pure Stream Pressure Washing from any claims arising from the failure to properly disconnect these systems.

#### 45. Client Communication

By providing a telephone number, email address, or other contact information, the Client expressly consents to receive communications from PureStream Pressure Washing, including but not limited to service updates, appointment reminders, invoices, promotional materials, and follow-up messages, via phone call, text message, email, or other electronic means.

These communications may be automated or manually generated and are intended to facilitate service delivery and customer satisfaction.

The Client may opt out of promotional communications at any time by notifying the Company in writing; however, essential service-related communications cannot be opted out of while an active Agreement remains in effect.

46. Service Hours

Unless otherwise agreed upon in writing, Pure Stream Pressure Washing shall perform services during its standard operating hours of Monday through Saturday, from 8:00 a.m. to 6:00 p.m. Eastern Time. Any requests for service outside of these standard hours must be approved in advance and may be subject to additional charges.

The Company reserves the right to modify service hours based on weather, holidays, staffing, or other operational considerations.

# 47. Access Delays

The Client shall ensure that the service location is fully accessible at the scheduled time of service, including but not limited to unlocked gates, clear driveways, removal of obstructions, and availability of necessary utilities.

If Pure Stream Pressure Washing's crew is delayed in commencing work due to inaccessibility, unprepared conditions, or obstructions caused by the Client or third parties, the Company reserves the right to charge a delay fee of seventy-five dollars (\$75.00 USD) per hour or portion thereof, billed in fifteen-minute increments.

This fee shall be added to the final invoice and is due upon completion of services. Repeated access delays may result in cancellation of services at the Company's discretion, with no refund of any deposit.

# 48. Sign Placement

The Client agrees to permit Pure Stream Pressure Washing to place a small, non-intrusive yard sign on the serviced property for up to seventy-two (72) hours following the completion of services for the purposes of marketing and community visibility.

This sign placement is voluntary and may be declined by the Client at any time by providing written or verbal notice to the Company prior to or at the time of service.

The sign shall be placed in a manner that does not damage landscaping or interfere with property access, and the Company shall remove it promptly after the designated time period.

# 49. Digital Acceptance

Pursuant to the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.), the Client acknowledges and agrees that electronic acceptance of this Agreement—whether by email, text message, digital signature, or completion of an online form—shall constitute a valid and legally binding agreement between the parties.

The Client further agrees that any such electronic acknowledgment shall have the same force and effect as a handwritten signature and shall be admissible in any legal or arbitration proceedings to enforce the terms herein.

50. Contact Information
PureStream Pressure Washing
6043 Fountain pointe
Grand Blanc, MI, 48439

Phone: 248-499-0133

Email: PureStream00@gmail.com