

JENSEN EXTERIOR CARE, LLC
22 The Trail, S.E.
Lindale, Georgia 30147

TERMS AND CONDITIONS

These **TERMS AND CONDITIONS** create a contract between Customer ("Customer") and Jensen Exterior Care, LLC ("Jensen"). Please read the Agreement carefully.

Recitals

WHEREAS, Customer has employed Jensen to make the reasonable and necessary service to Customer's Real Property including but not limited to all of the labor, supplies, and services deemed by Jensen to be reasonable and necessary to perform said maintenance (the "Services") as hereinafter provided; and

WHEREAS, Jensen and Customer, and each of them, desire to enter into an agreement that will permit Jensen to receive payment from Customer for Jensen's labor and supplies as may be determined by Jensen to be reasonable and necessary and further to permit Jensen to finish the service in a professional and workmanlike manner at the earliest possible date.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promised contained in this Agreement the parties agree as follows:

Services Provided

1. **a.** Customer hereby agrees to engage Jensen to provide Customer with exterior and maintenance services as described in the accompanying estimate or work order. Such services may include, but are not limited to, pressure washing, soft washing, surface cleaning, exterior window cleaning, and related exterior care services (the "Services").

b. The Services may also include any other tasks which the parties mutually agree upon in writing that may need to be performed. Jensen hereby agrees to provide such Services to Customer if determined to be necessary in Jensen's discretion.

Payment for Provided Services

2. **a.** By execution of this Agreement, Customer agrees to pay Jensen for the actual costs of all Services performed by Jensen as invoiced to Customer.

b. Jensen will be reimbursed by Customer from time to time for other reasonable and necessary expenses as may be approved and authorized by Customer which are incurred by Jensen in connection with providing the Services.

c. For the remaining amounts due and payable Jensen will invoice Customer when the Services are complete. All invoices submitted by Jensen are due and payable upon receipt by Customer.

d. Cancellations by Customer within twenty-four (24) hours of scheduled Service may incur a cancellation fee. Cancellation by Jensen due to weather or unforeseen events will not result on a cancellation fee.

e. Interest payable on any overdue amounts under this Agreement is charged at the rate of ten (10%) percent per annum or at the maximum rate enforceable under the laws of the State of Georgia, whichever is lower.

Capacity/Independent Contractor

3. In providing the Services under this Agreement, it is expressly agreed that Jensen is acting as an independent contractor and not as an employee. Jensen and Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. Customer is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for Jensen during the period the Services are being performed. Jensen is responsible for paying, and complying with reporting requirements for all local, state and federal taxes related to payments made to Jensen by Customer pursuant to this Agreement.

Right of Substitution

4. a. Except as otherwise provided in this Agreement, Jensen may, at Jensen's absolute discretion, engage a third-party subcontractor to perform some or all of the obligations of Jensen pursuant to this Agreement, and Customer shall not hire or engage any third-parties to assist in the performance of the Services.

b. In the event that Jensen hires a subcontractor, Jensen shall pay the subcontractor for its services from the amount owed by Customer to Jensen. For purposes of the indemnification provision as set forth in Paragraph 7 of this Agreement, the subcontractor shall be deemed the agent of Jensen.

Control of Working Time, Methods and Decisions

5. Except as otherwise provided in this Agreement, Jensen shall have full control over working time, methods and decision making in relation to the performance of the Services pursuant to this Agreement. Jensen shall work independently and not at the discretion of Customer. Notwithstanding the foregoing, Jensen agrees to be responsive to the reasonable needs and concerns of Customer relating to scheduling the Services with Customer.

Necessary Tools and Machinery

6. Except as otherwise provided in this Agreement, Jensen will provide, at Jensen's own expense, any and all tools and machinery, and other heavy duty equipment which may be reasonably necessary to deliver the Services to Customer pursuant to this Agreement.

Warranty and Satisfaction Guarantee

7. Jensen strives for customer satisfaction. If there is a concern with completed work, Customer must notify Jensen within forty-eight (48) hours so that the issue may be addressed promptly. Otherwise, Customer forfeits their rights to any redress on behalf of Jensen.

Indemnification

8. a. Except to the extent paid in settlement from any applicable insurance policy, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occur in connection with this Agreement. This indemnification will survive the termination of this Agreement.

b. Jensen is not liable for pre-existing damage or deterioration that may be affected by the Services rendered, including but not limited to: peeling paint, cracked siding, loose mortar, or brittle materials.

Miscellaneous Provisions

9. a. Customer must provide access to a reliable, working exterior water spigot within two hundred (200) feet of the work area. Jensen is not responsible for leaks or damages resulting from faulty or aging plumbing, spigots, or hoses. If adequate water access is not available, Services may be rescheduled and/or cancelled. Additional charges may apply.

b. Customer must ensure that all windows and doors are securely closed before Services commence. Jensen is not responsible for water intrusion or damage resulting from defective, leaking, or poorly maintained doors, windows, siding, or other building components.

c. Customer acknowledges that certain stains such as rust, oil, or deep organic growth may not be fully removed. Jensen cannot guarantee the complete elimination of all discoloration.

d. Customer acknowledges that detergents and cleaning solutions may affect plants and landscaping. Jensen is not responsible for any damage to landscaping or plants as a result of the Services.

e. Customer must provide clear, safe, and reasonable access to the service area. All vehicles, furniture, plants, pets, or other possible obstructions must be removed or secured indoors prior to and during Services so as to ensure the safety of Jensen, his equipment, and Customer's pets and personal property. Jensen is not responsible for any damage or injury to Customer's pets and/or personal property as a result of Service should Customer fail to provide clear, safe, and reasonable access to the service area.

f. By entering into this Agreement, Customer expressly consents to being photographed, video recorded, or otherwise documented by Jensen in connection with the Services performed. Such digital media may be used by Jensen for marketing, advertising, and promotional purposes, including use on Jensen's social media, website, and other digital or print media platforms. No personally identifying information of Customer such as address or likeness of individuals will be publicly disclosed without Customer's expressed written consent.

Modification of Agreement

10. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Applicable Law

11. This Agreement shall be construed under and in accordance with the laws of the State of Georgia. Customer agree to submit to the personal and exclusive jurisdiction of the court located within the county of Floyd, Georgia, to resolve any dispute or claim arising from this Agreement.

Parties Bound

12. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representative, successors, and assigns.

Prevailing Party

13. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to, in addition to such monetary damages and other relief as may be awarded, reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal therefrom.

Legal Construction

14. In case any or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

15. This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties of whatsoever kind or nature respecting the subject matter of this Agreement

Last Updated: 10/14/2025