

The Contractor Agreement

This Customer Contract (the “Contract”), by and between Pitbull power washing L.L.C and Client, sometimes referred to herein collectively as the “Parties”, is made effective the moment that Client accepts Pitbull Power Washing L.L.C proposal or estimate.

WHEREAS, Pitbull Power Washing L.L.C wishes for Client to understand Pitbull Power Washing L.L.C expectations in exchange for the services Pitbull Power Washing L.L.C provides;

WHEREAS, Pitbull Power washing L.L.C wishes to provide the following services, such as **Concrete, fence, deck, siding, window, roof, and paver cleaning** to Client in accordance with the terms of this Contract.

WHEREAS, Client wishes for Pitbull Power washing L.L.C to perform the aforementioned services at Client’s property in accordance with the terms of this Contract.

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

1. **Acceptance of Terms.** Client understands that by accepting an estimate provided by Pitbull Power Washing L.L.C, Client agrees to all of the terms and conditions contained in this Contract. Client authorizes Pitbull Power Washing L.L.C to accomplish the job specified in the estimate. Client further agrees to hold Pitbull Power Washing L.L.C harmless for any property damage not caused by Pitbull Power washing L.L.C negligence. Pitbull Power Washing L.L.C is not responsible for damages already noted during pre-inspection, when providing an estimate, or during on-site pre-work inspection, including but not limited to, damages to loose siding, paint, wood, trim, windows, oxidation, landscaping, or roofing.
2. **Binding Agreement.** This Contract serves as a binding agreement between Client and Pitbull Power Washing L.L.C. This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless signed by all parties or assigns to this Contract. No representation, promise, or inducement not included in this Contract shall be binding on any party hereto.
3. **Authorizations.**
 - a. Client shall allow Pitbull Power Washing L.L.C, its employees, and representatives access to Client’s property to accomplish the requested cleaning services. Client further agrees to allow Pitbull Power Washing L.L.C to visit the property prior to the date of service for assessment and after the services were performed for a follow-up check. The aforementioned visits may be done with short or no notice.

Pitbull Power washing L.L.C

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

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

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

4. Payment Terms.

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

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

5. Risks and Releases of Liability.

a. Pitbull Power Washing L.L.C has expert technicians who operate the equipment used in any service provided. Pitbull Power Washing L.L.C always takes extra precautions not only to keep Pitbull Power Washing L.L.C technicians safe but also to avoid causing any damage to Client's property. However, damage can be inevitable due to various reasons like poor maintenance, neglect, or low-grade building materials. Client is advised to implement routine maintenance on the property to avoid damage. Pitbull Power Washing L.L.C shall not be held liable for any damages that occur due to improper maintenance, neglect, or low-grade building materials.

b. On the date of the service, Pitbull Power Washing L.L.C will note any pre-existing damage to the area to be serviced using a checklist sheet that will be submitted to the Client prior to starting work if necessary. In cases when Client cannot approve, Pitbull Power Washing L.L.C will note the absence and take photos of the noted damages. Client or the homeowner should also sign (electronically) the checklist sheet as proof that they have been informed of any pre-existing damage. If Client is not present, Pitbull Power Washing L.L.C's employee in charge of the service will notify Client of the noted damages with supporting documents. If Pitbull Power Washing L.L.C found any new damage, the services will stop until Client can see the damage and acknowledge its existence.

6. Exclusions & Limitations.

a. To secure service, a deposit may be required. This amount is non-refundable and will be deducted from the total quoted price once the service is completed on Client's invoice. The deposit must be paid to keep Client's scheduled slot in connection with approving the quote sent via signature. As an example, if a job is quoted at \$300.00, a \$75.00 deposit is required, leaving the remaining \$225.00 balance due after service. This will be prepared for Client with details from Pitbull Power Washing L.L.C's office manager.

b. A \$55.00 fee will be assessed if the client does not have a stable water source read

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

d. A fee of \$100.00 will be assessed if Pitbull Power Washing L.L.C returns to the site to review a noted issue or complaint by Client and Pitbull Power Washing L.L.C finds that the issue was not caused by Pitbull Power Washing L.L.C negligence.

Pitbull Power washing L.L.C

e. A \$75.00 processing fee will be assessed in the case of returned checks. Only local checks will be accepted.

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

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

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

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

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

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

11. **No Waiver of Breach.** The failure to enforce any provision of this Contract shall not be construed as a waiver of any such provision, nor prevent a Party thereafter from

enforcing the provision or any other provision of this Contract. The rights granted the Parties are cumulative, and the election of one shall not constitute a waiver of such Party's right to assert all other legal and equitable remedies available under the circumstances.

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

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

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

15. This Agreement is effective the moment the client accepts the proposal.