



Contract for Pressure Washing Services

This contract is made between _____, (hereafter known as the Client) and Sustainable Soft Wash LLC (hereafter known as Sustainable Soft Wash). The Client desires to have soft washing and/or pressure washing services, described below, performed upon the Client's premises located at _____. Client agrees to pay _____ to Sustainable Soft Wash for the services rendered.

The parties hereby agree as follows:

1. Client shall grant Sustainable Soft Wash access to the property during normal business hours as well as mutually agreeable times outside of regular business hours.
2. Sustainable Soft Wash has the right to use an on-site water supply as needed to complete the stated project without compensation. If Sustainable Soft Wash has to provide the water, it will be at an additional charge. It is the customer's responsibility to make sure the water supply is on and in working order before we arrive. Additional charges will be applied if water is not available.
3. Client shall pay Sustainable Soft Wash entire balance of job cost within 30 days of project completion.
4. Removal and replacement of grills, deck furniture, planters and any other items are the responsibility of the homeowner and shall be moved prior to agreed upon start date and time. Should we need to remove items from the deck, we will not be responsible for any damage, breakage or for storage issues. An additional charge of \$100 may be applied for time and labor devoted to the removal of these items.
5. Both parties agree to all terms as shown in the Terms and Conditions document beginning on the next page of this agreement

In witness to their agreement to these terms, the Client and Sustainable Soft Wash affix their signatures below:

Client's Signature Date

Sustainable Soft Wash Date

Client's Printed Name Date

Derrick Hall on behalf of Sustainable Soft Wash LLC

Sustainable Soft Wash LLC
781-803-7856
270 Adams Street
Abington, MA 02351



Terms and Conditions

1. Legally Binding Agreement

By signing an estimate with Sustainable Soft Wash, LLC (“Sustainable Soft Wash”), the customer (“You”) retain Sustainable Soft Wash to perform the services listed in the estimate (the “Services”). Sustainable Soft Wash will determine the method, details, and means of performing the Services.

2. Payments

Payments to Sustainable Soft Wash are due in accordance with the invoice terms. Any remaining balances are due upon completion of the job. We accept payment by cash, check, or credit card. Any other payment terms must be agreed to by Sustainable Soft Wash in writing.

3. Late Payments

All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You shall reimburse Sustainable Soft Wash for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Sustainable Soft Wash does not waive by the exercise of any rights hereunder), Sustainable Soft Wash shall be entitled to suspend the provision of any Services if You fail to pay its fees when due.

4. Cooperation

You agree to comply with all reasonable requests of Sustainable Soft Wash and to provide Sustainable Soft Wash personnel with access to your property as may be reasonably necessary for the performance of the Services under this Agreement.

5. Water Usage; Power Usage

You agree to provide Sustainable Soft Wash with an on-site water supply (for pressure washing jobs) or an on-site power outlet (for gutter cleaning jobs) as needed to perform and complete the job (without compensation to You). It is Your responsibility to make sure the water or power supply is on and working before we arrive. Additional charges will be applied if an appropriate water or power source is not available at time of service.

6. Safety

While Sustainable Soft Wash is present at Your property, You are responsible for keeping children, pets, and others away from the work area. Further, for their safety, you agree to keep children and pets away from the work surface for at least 24 hours after our work is complete.

7. Scheduling

Scheduling, in a business which is dependent upon the weather, can be difficult. We attempt to keep scheduling conflicts to a minimum, however weather conditions beyond our control may affect Your project start and completion dates. We will let You know of any scheduling changes.

8. Canceling an Appointment

Sustainable Soft Wash works diligently to schedule its appointments so as to give the appropriate amount of time for each job. At times, Sustainable Soft Wash will turn away work in reliance on the jobs previously scheduled. Therefore, if You must cancel Your job, You agree to provide Sustainable Soft Wash with at least forty-eight (48) hours advance notice. Otherwise, You are responsible for the entire fee due.

9. Removal & Replacement of Personal Property

You are responsible for removal and replacement of furniture, ornaments, grills, and all other removable items from the work area. We will charge extra if we are required to remove and replace items from the work space. We will not assume any liability for damage, loss, or storage of Your property.

10. Gutter Cleaning

You understand and agree that if gutter cleaning is included in the approved Services, Sustainable Soft Wash shall perform the service from the ground (no ladders or climbing will be done by Sustainable Soft Wash personnel).

11. Warranties

The Services to be performed are limited to those listed in the estimate. Sustainable Soft Wash does not warrant in any form the results or achievements of the Services. Sustainable

Soft Wash only warrants that that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SUSTAINABLE SOFT WASH DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT. YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES. SUSTAINABLE SOFT WASH SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO YOU BY SUSTAINABLE SOFT WASH DURING THE TERM OF THIS AGREEMENT.

To the extent any manufacturers of the products used by Sustainable Soft Wash offer warranties for their products, Sustainable Soft Wash will take commercially reasonable steps to transfer such warranties if possible upon request. Contact us promptly with any concerns about the Services.

12. Property in Good Repair

By signing this Agreement, You represent and warrant to Sustainable Soft Wash that Your property is in good repair and weathertight. This includes but is not limited to all electrical service, including receptacles, light fixtures, doors and windows. Sustainable Soft Wash is not responsible for damages due to water infiltration, improper installation, maintenance, or repair of electrical related items or due to water intrusion at doors or windows. You agree to indemnify, defend, and hold harmless Sustainable Soft Wash for any claim related to the condition of the property.

13. Stains

Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stain and paint are examples of materials that cannot be removed by conventional means. Sometimes, due to their severity, these stains or fungus cannot be removed at all.

14. Color and Tone

Sustainable Soft Wash attempts to represent final color and tone as best we can. While we can often give You an idea of the overall color or tone, You should expect some variance in the overall finish. Age, weather, stain and paint affect color, as does the type of wood, the

differences in the individual boards used, or variations inherent in different construction and landscaping materials. Sustainable Soft Wash cannot and does not guarantee color and/or tone.

15. Glass and Windows

Glass and windows may become water-spotted due to our work. We are not responsible for spotted glass or windows. Window and glass cleaning are NOT included in the Services.

16. Damages

Sustainable Soft Wash is not responsible for damages due to improperly installed or loose siding, loose shingles, broken, open or improperly sealed windows, wood rot, defective construction, improperly secured or loose wires, loose or improperly installed gutters and leaders, and improper caulking or loose mortar, which may be dislodged during the cleaning process. Sun and weather will bleach the color and cause fading of aluminum and plastic siding. Power washing may cause the faded vinyl or aluminum to stand out when the chalky buildup is removed by the power washing process. Sustainable Soft Wash is not responsible for fading or color change due to the weathering and fading process.

IN NO EVENT SHALL SUSTAINABLE SOFT WASH BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUSTAINABLE SOFT WASH'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY YOU TO SUSTAINABLE SOFT WASH IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

17. Force Majeure

Sustainable Soft Wash will not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or

other similar or different occurrences beyond Sustainable Soft Wash's reasonable control, for so long as such force majeure event is in effect. Sustainable Soft Wash shall use reasonable efforts to notify You of the occurrence of such an event within five (5) business days of its occurrence.

18. Jurisdiction/ Venue

This Agreement will be governed by and interpreted in accordance with the laws of the State of Massachusetts, without giving effect to the principles of conflicts of law of such state. The parties hereby agree that any action arising out of this Agreement will be brought solely in Plymouth County, Massachusetts or in federal court. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

19. Legal Fees

If Sustainable Soft Wash incurs any legal fees associated with the enforcement of this Agreement or any of its rights under this Agreement, Sustainable Soft Wash shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses.

20. Notices

All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (a) hand delivery, (b) registered mail, (c) certified mail, return receipt requested, or (d) overnight mail, addressed to the party to be notified at the addresses listed on the estimate.

21. Miscellaneous

If any provision or portion of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive. The rights and remedies of Sustainable Soft Wash as herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity. A signed contract delivered via electronic signature shall be deemed as effective as an original executed signature. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. This Agreement, and any exhibits attached hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic or otherwise. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No change,

modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the parties.

The Following Additional Terms Apply ONLY To Customers on ‘Maintenance Agreements’

22. Interim Maintenance Cleaning (‘Spot Cleaning’)

Sustainable Soft Wash will provide one (1) visit per year, per item included on the Maintenance Agreement. For a single interim visit, only one side of a building or 25% of total square footage of flat surface is considered a ‘spot cleaning’. (A more extensive cleaning will incur a normal pressure washing charge.) It is Your responsibility to request an Interim Maintenance Cleaning if desired.

23. Late Payment

If payment cannot be collected within five (5) days of the agreed payment date, in addition to interest fees, a \$50 late fee will be applied.

24. Missed Payment

If no payment is received within thirty (30) days of the agreed payment date and we have not been able to contact you despite commercially reasonable attempts to do so, the Agreement may be cancelled without notice at Sustainable Soft Wash’s option. No refund will be applied if the Agreement is cancelled without notice.

25. Cancellation of Maintenance Agreement for Convenience

You may cancel the Maintenance Agreement at any time upon thirty (30) days’ prior written notice to Sustainable Soft Wash mailing address 270 Adams Street, Abington, MA, 02351. Sustainable Soft Wash may cancel the Maintenance Agreement immediately at any time upon written notice.

26. Refunds

Refunds will be calculated at time of cancellation and total monies to be refunded will be advised before the end of the 30-day notice period. In the event of cancellation, You understand that the following sums will be deducted before you receive any refund otherwise due: i) a \$50.00 cancellation fee; and ii) the cost of any Spot Cleaning already completed (valued at 25% of the cost of a full cleaning). Any remaining funds for the month will be refunded to You at the end of the 30 days’ notice period.