

# Terms and Conditions

## **Disclosure Agreement:**

Below is a list of disclosures that we recommend you read thoroughly and understand prior to accepting our quote and signing our Home Service Agreement. They will inform you of potential risks and damages, as well as your responsibilities.

### **1. Payment Terms Disclosure:**

Yeager Window Cleaning LLC accepts various forms of payment, including card payments, cash, checks, cashier's checks, Apple Pay, and ACH Transfer. Payment is due upon completion of services unless specified otherwise under a signed agreement such as pay at close or home care plan agreements.

### **2. Pay At Closing Option**

For clients listing their property on the market and opting for the pay-at-close option, the deferred payment option requires providing the following information: the MLS number, list date, expiration date, listing agent(s), and listing brokerage. Payment for these properties is due upon any of the following events:

- Closing of the property sale
- Expiration of the listing agreement
- Withdrawal of the property from the market
- Placing the listing on hold for more than 10 days
- 210 days from the service date
- Termination of the listing agreement

A 10% late fee will be applied to any payment not made within five (5) days of the due date. All checks should be made payable to Yeager Window Cleaning LLC.

Yeager Window Cleaning LLC reserves the right to file a mechanic's lien on any property for failure to pay, including a \$50 filing fee, applicable late fees, and an additional 5% processing charge.

It is the responsibility of the property owner and Realtor® to notify Yeager Window Cleaning LLC within one (1) business day of the property going under contract and provide the name of the closing attorney.

**\*\*\*Continued on Page 2\*\*\***

Yeager Window Cleaning LLC is responsible for delivering the invoice to the client on the same day the service is completed. It is the responsibility of the property owner and Realtor® to ensure the invoice is provided to the closing attorney within one (1) business day of the purchase agreement being signed by all parties.

Any changes to these terms and conditions must be agreed upon in writing, and an addendum contract must be signed by both the property owner and Yeager Window Cleaning LLC.

### **3. Home Care Plan**

By enrolling in the Yeager Home Care Plan, clients agree to the following: All services, pricing, and discounts are detailed in the Service Agreement, with any changes requiring a written, signed addendum. Cancellation requires 30 days' written notice, and clients are responsible for payment of completed services at full, non-discounted rates. Prepaid plans will be refunded on a prorated basis as a service credit good for 12 months after issuance. Payment for outstanding balances is due within five (5) days of service completion or cancellation, with a 10% late fee for overdue payments. Yeager Window Cleaning LLC may file a mechanic's lien for nonpayment, including associated fees. Invoices will be provided on the same day services are completed, and clients must ensure timely payment. Failure to comply with these terms may result in plan termination or legal action.

### **4. No Guarantee of Complete Cleanliness or Restoration:**

Yeager Window Cleaning LLC makes no guarantee that any serviced area will be completely clean or restored back to its original, new condition. Results may vary based on the nature and extent of dirt, stains, age, and existing wear.

### **5. Existing Damage:**

Yeager Window Cleaning LLC is not responsible for any existing damage to surfaces or areas being serviced. This includes but is not limited to cracks, chips, discoloration, or structural weaknesses present before the commencement of our services.

### **6. Chemical Usage and Vegetation Protection:**

Yeager Window Cleaning LLC uses various chemical cleaning solutions. While we take precautions to protect vegetation, there is a potential risk that these chemicals can harm plants. We will do our best to minimize any impact on surrounding vegetation, but we cannot be held liable for any damage to plants or landscaping.

\*\*\*Continued on Page 3\*\*\*

2

**7. Safety Precautions Post-Service:**

Although Yeager Window Cleaning LLC thoroughly rinses all serviced areas, we recommend that no children, pets, or anyone walks barefoot in these areas for at least 24 hours following the completion of services to avoid any potential contact with residual chemicals.

**8. Water Usage:**

The customer agrees to allow Yeager Window Cleaning LLC to use the property-supplied water. If a water source is not provided by the property, an additional charge will be applied at a rate of \$0.25 per gallon plus a \$150 per 100 gallons transportation fee of water supplied by the company.

**9. Electrical Usage:**

The customer agrees to provide an on-site source of electricity. If an exterior source of electricity is required, an additional charge will be applied at a flat rate of \$150.

**10. Non-Removable Stains:**

Yeager Window Cleaning LLC disclaims responsibility for stains that cannot be removed by power washing, such as tree sap, paints, and artillery fungus.

**11. Pre-existing Conditions:**

Yeager Window Cleaning LLC is not responsible for damage to loose mortar, improperly sealed windows or doors, or loose gutters, shingles, and siding.

**12. Customer Preparations:**

The customer is responsible for removing any vehicles from the driveway and furniture, flags, umbrellas, fabrics, and other obstructions from within 25 feet of the serviced areas. Yeager Window Cleaning LLC reserves the right to charge a \$50 rescheduling fee for not being prepared or \$150 fee for moving furniture out of the service area. Yeager Window Cleaning LLC is not responsible for moving any furniture back into its original position after service.

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3

### **13. Outlet and Keyhole Protection:**

We will tape down any outlet covers and keyholes to prevent any water or detergent from getting in and corroding them over time. The tape might still be there after we're gone if the house isn't completely dry.

### **14. Safety During Cleaning:**

It is the client's responsibility to ensure that all people and pets are indoors at the time of cleaning and to keep all windows and doors shut and locked.

### **15. Waste Water Runoff:**

Yeager Window Cleaning LLC will make an attempt to divert all wastewater to a drainable area on the property. However, we do not guarantee that there will not be a little bit of wastewater runoff from the property.

### **16. Accessibility Disclosure:**

Yeager Window Cleaning LLC will not clean any areas that are not accessible due to obstructions such as vegetation, large furniture, heavy objects, or similar impediments. It is the client's responsibility to ensure all such obstructions are removed prior to the scheduled service.

### **17. Concrete Care Disclosure:**

Concrete requires adequate time to cure properly, and it is generally not recommended to apply pressure to concrete that is less than five years old. Yeager Window Cleaning LLC will pressure wash concrete at the client's request, provided it is at least 90 days old. Otherwise, concrete that is less than five years old will be "softwashed" to ensure the integrity and longevity of the surface. It is important to note that there is always a possibility of etching concrete with any amount of pressure. Yeager Window Cleaning LLC is not responsible for any such damage, and the customer assumes this risk by requesting the service.

\*\*\*Continued on Page 5\*\*\* 4

#### **18. Asphalt Cleaning Disclosure:**

Asphalt surfaces differ significantly from concrete and are more sensitive to high-pressure washing. Due to the composition of asphalt, direct high-pressure application cannot be used as it may cause surface damage, including loosening of aggregate, stripping of sealant, or premature deterioration. Yeager Window Cleaning employs low-pressure techniques combined with specialized cleaning solutions to minimize these risks. However, the customer acknowledges that asphalt surfaces naturally degrade over time and that cleaning may reveal underlying imperfections.

While professional-grade degreasers and cleaning methods are used, Yeager Window Cleaning LLC cannot guarantee the complete removal of oil stains or other deep-set contaminants. Oil and petroleum-based stains bond with asphalt's petroleum base, making full removal difficult. Additionally, aggressive degreasing agents may compromise the integrity of the asphalt, potentially leading to softening or discoloration. The customer acknowledges these risks and agrees that Yeager Window Cleaning LLC will not be held liable for any damage or incomplete stain removal resulting from necessary cleaning procedures.

Yeager Window Cleaning LLC is not responsible for any lifting, cracking, or deterioration of the asphalt surface that may occur as a result of the cleaning process, particularly in areas where the asphalt is already compromised due to age, prior damage, or previous chemical exposure. It is the customer's responsibility to ensure that their asphalt is properly sealed and maintained before and after cleaning to extend its longevity.

By proceeding with asphalt cleaning services, the customer acknowledges the potential risks and limitations and agrees to hold Yeager Window Cleaning LLC harmless for any issues arising from the conditions specified above.

#### **19. Mediation Disclosure:**

In the event of any dispute or claim arising out of or relating to the services provided by Yeager Window Cleaning LLC, both parties agree to first attempt to resolve the matter through mediation. Mediation is a voluntary and confidential process where a neutral third party facilitates communication between the disputing parties to help reach a mutually acceptable agreement. Both parties acknowledge that mediation does not guarantee a resolution and that either party is free to pursue other remedies if mediation is unsuccessful. The costs associated with mediation will be awarded to the prevailing party.

**\*\*\*Continued on Page 6\*\*\***

5

**20. Acknowledgment:**

By accepting the quote, the customer acknowledges that they have read, understood, and agreed to the terms and conditions outlined in it's entirety in this disclosure agreement. It is the customer's responsibility to read and understand these terms and conditions. It is recommended to seek outside legal counsel for any questions pertaining to this agreement. The customer further agrees to hold Yeager Window Cleaning LLC harmless for any issues arising from the conditions and terms specified above.

**Contact Information:**

- Yeager Window Cleaning LLC
- Phone: (334) 322-6076
- Email: willyeager2006@gmail.com
- Address: 2563 Westbury Ct, Auburn, Alabama 36832

Thank you for choosing Yeager Window Cleaning LLC. Your understanding and cooperation help us to provide the best service while ensuring safety and satisfaction.

**\*\*\*End of Terms and Conditions\*\*\***

