

# XPW LLC SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is entered into between **XPW LLC (Xtreme Pressure Washing)**, hereinafter referred to as the “**Company**,” and the **Client**, hereinafter referred to as the “**Client**.” The Company and Client may collectively be referred to as the “**Parties**.”

*This Agreement becomes effective immediately upon the Client’s acceptance of the Company’s written proposal, estimate, or invoice.*

## SERVICES PROVIDED

The Company agrees to provide exterior cleaning services including, but not limited to:

- Pressure washing
- Soft washing
- Roof cleaning
- Window cleaning
- Deck cleaning
- Deck staining
- Gutter cleaning
- Concrete cleaning
- Exterior surface washing

Services shall be performed at the Client’s property in accordance with the scope of work detailed in the accepted **invoice, estimate, or proposal** (the “**Invoice**”).

No services are included unless specifically listed on the Invoice.

## SCOPE OF WORK

The scope of work under this Agreement shall be strictly limited to the services expressly described in the accepted Invoice.

Any services not listed on the Invoice shall be considered **additional services** and may require additional approval and payment prior to performance.

The Company shall have no obligation to perform work outside the agreed scope unless authorized in writing by both Parties.

## **WATER AND POWER ACCESS**

Client agrees to provide the Company with reasonable and unrestricted access to:

- A functioning water source
- Electrical power

for the duration of the Services.

The estimated cost of the water and electricity usage, **not to exceed twenty dollars (\$20)**, is included within the service price.

If the Client is unable or unwilling to provide a usable water source or electrical access, the Company may assess an additional charge of up to **seventy-five dollars (\$75)** to account for alternative equipment, transportation, or operational requirements.

The Company shall not be obligated to perform services if adequate utilities are unavailable.

## **PRE-EXISTING CONDITIONS AND PROPERTY DISCLOSURE**

The Client acknowledges that the Company shall not be responsible for damage resulting from:

- Pre-existing conditions
- Structural defects
- Improper installation
- Normal wear and tear
- Latent property defects

Exterior cleaning may reveal issues previously hidden by dirt, algae, mold, oxidation, or surface buildup.

The following conditions are recognized as **pre-existing risks**.

## **Roofing and Shingles**

Including but not limited to:

- brittle shingles
- cracked shingles
- loose roofing materials
- deteriorated roofing surfaces
- roofs beyond expected service life

## **Siding and Exterior Cladding**

Including:

- vinyl
- wood
- aluminum
- stucco
- fiber cement
- composite siding

that may be:

- cracked
- warped
- oxidized
- loose
- water damaged

## **Gutters and Downspouts**

The Company is not responsible for leaks, separations, or failures resulting from pre-existing defects or improper installation.

## **Pipes and Plumbing**

Including cracked, brittle, leaking, or deteriorated plumbing components.

## **Electrical Outlets**

Client assumes responsibility for ensuring safe, functional electrical outlets.

## **Windows**

Including:

- cracked glass
- failing seals
- broken frames
- deteriorated caulking

## **Concrete and Masonry**

Including:

- cracked concrete
- spalling
- surface flaking
- improperly cured concrete

## **Landscaping**

Including grass, plants, shrubs, turf, and landscaping that may already be stressed or weakened.

## **Vehicles and Personal Property**

Client is responsible for relocating vehicles, equipment, and personal property prior to service.

## **Outdoor Decorations and Furniture**

Company is not responsible for disturbance or failure of unstable furniture or decorations.

## **CHEMICAL AND PLANT PROTECTION DISCLAIMER**

The Company uses professional cleaning solutions to effectively remove dirt, algae, mold, mildew, and stains.

Standard precautions include:

- pre-rinsing surrounding plants
- targeted chemical application
- post-rinse of landscaping

Despite these precautions, exposure to cleaning agents, overspray, runoff, weather conditions, or pre-existing plant stress may result in discoloration or damage.

The Company **does not guarantee plant health** before or after service.

The Client agrees to disclose any sensitive plants or landscaping prior to service.

## **PAYMENT TERMS**

### **Pricing**

Client agrees to pay the total price listed on the Invoice.

### **Residential Deposits**

For residential jobs exceeding **\$300**, a deposit of **10-15% of the total project price** may be required.

### **Payment Due**

Payment is due **upon completion of services**, unless otherwise stated.

For projects exceeding **\$1,000**, the Company may offer **Net-15 payment terms**.

### **Prompt Payment Incentive**

The Company may offer a **prompt payment discount of up to 3%** for immediate payment upon completion of commercial services.

### **Late Payment**

Balances not paid when due may incur:

- late fees
- collection costs
- legal fees

The Company reserves the right to suspend services for unpaid balances.

## **CANCELLATION POLICY**

Clients may cancel or reschedule services with **24 hours written notice**.

Failure to provide proper notice may result in a cancellation fee.

The Company reserves the right to reschedule services due to:

- weather
- unsafe conditions
- equipment failure
- circumstances beyond control.

## **REFUSAL OF PAYMENT**

If the Client refuses payment upon completion:

- The Client will be considered **in breach of contract**.
- The Company may pursue legal collection remedies.

The Client agrees to pay all collection costs including:

- court costs
- administrative fees
- attorney fees

to the fullest extent permitted by law.

## **LIABILITY AND INSURANCE**

The Company maintains **commercial general liability insurance**.

Claims for property damage must be submitted in writing within **48 hours** of service completion.

The Company's maximum liability shall not exceed the total amount paid for the services provided.

## **PHOTOS AND MARKETING**

The Client grants the Company permission to take photographs or video before, during, and after service.

These images may be used for:

- Advertising
- Insurance Claims
- Marketing
- Social Media
- Website Portfolio

No compensation shall be owed for such use.

Clients may request written opt-out prior to service.

## **INDEMNIFICATION**

The Client agrees to indemnify and hold harmless the Company from claims arising from:

- unsafe property conditions
- undisclosed hazards
- third-party claims
- misuse of utilities

## **TERM AND TERMINATION**

This Agreement may remain in effect for up to **five (5) years** where applicable for recurring service contracts.

The Company may terminate the Agreement if:

- property conditions are unsafe
- the property becomes unsuitable for service

## **EARLY TERMINATION**

If the Client terminates the Agreement early, the Client may be required to pay an early termination fee of up to **80% of the remaining contract balance**.

## **GOVERNING LAW**

This Agreement shall be governed by the laws of the **State of Missouri**.

## **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties.

Any modifications must be **in writing and agreed upon by both Parties**.

## **SEVERABILITY**

If any part of this Agreement is deemed unenforceable, the remaining provisions shall remain in full force.

## **SIGNATURES**

By signing below, both Parties acknowledge and agree to the terms contained within this Agreement.

Company Representative  
XPW LLC (Xtreme Pressure Washing)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Client

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_