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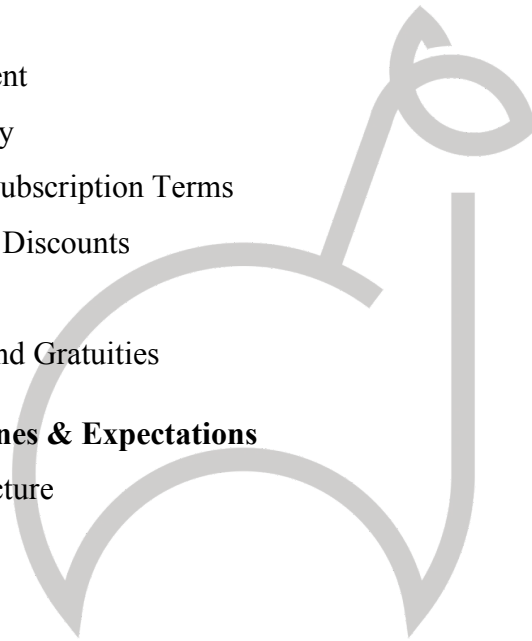
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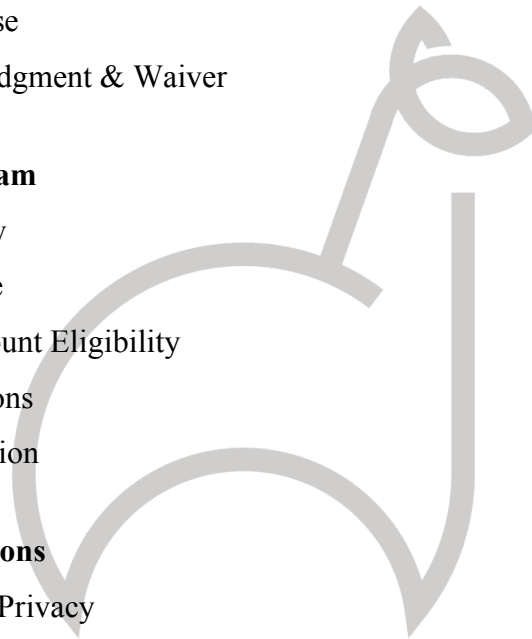
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Effective Date: 6/1/2027

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Introduction

0.1 Acceptance of Terms

By engaging alpaca-crew's services, accessing our website, submitting service requests, or scheduling appointments, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions in their entirety. These terms constitute a legally binding agreement between you and alpaca-crew. If you do not agree to these terms, you must discontinue use of our services immediately.

0.2 Binding Arbitration and Class Action Waiver

BY USING OUR SERVICES, YOU AGREE THAT ALL DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION RATHER THAN IN COURT, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTION LAWSUITS.

See Section 5.3 for complete details.

0.3 alpaca-crew Service Model

Understanding Our Role: alpaca-crew is a professional cleaning and property assessment service company. We directly employ trained staff who perform all on-site services.

Our Services:

- Own and operate proprietary AI technology for property analysis
- Provide scheduling and billing through our platform
- Manage customer relationships and communications
- Generate AI-powered property reports
- Administer rewards programs
- Directly employ and supervise trained staff who perform cleaning and assessment services

Service Staff:

- **Assessors:** Our trained employees who conduct on-site property evaluations, verify AI report accuracy, train service specialists on procedures and standards, and perform quality audits and site visits.
- **Service Specialists:** Our trained employees who perform professional cleaning services while documenting observable property conditions. Service specialists complete detailed post-service reports that provide data for AI-powered property insights, condition tracking, and maintenance recommendations according to alpaca-crew standards.
- **Network Liaisons:** Our trained employees who manage contractor network relationships, process client referral requests, coordinate introductions between clients and third-party contractors, track project completions, and administer referral fee collection.

Employment Model: All service staff are W-2 employees of alpaca-crew working on variable schedules based on confirmed work availability. When scheduled, they are compensated as employees with all proper tax withholdings and employment protections.

Client Agreement: By engaging our services, you agree to receive services from alpaca-crew's trained employees working under our direct supervision and quality standards.

0.4 Relationship to Privacy Policy

All data-collection, storage, and AI-processing activities conducted under these Terms are governed by the alpaca-crew Privacy Policy in effect on the service date. Where these Terms mention data, privacy, or AI processing, the Privacy Policy controls any interpretation or procedure not explicitly addressed here.

0.5 Consumer Summary of Key Policies

This summary highlights important terms. For complete details, read the full Terms & Conditions. In case of conflict, the full Terms control.

What We Do:

- Professional cleaning by trained employees (W-2, not contractors)
- AI-powered property assessments (observational only—not professional inspections)
- Maintenance tracking and contractor referrals

What We Don't Do:

- Professional home inspections, structural analysis, or engineering evaluations
- Guarantee we'll find all property problems
- Provide warranties on AI report accuracy
- Take responsibility for third-party contractor work

Our Liability Limits:

- Property damage: Lesser of actual depreciated value, \$5,000, or 12 months' fees paid
- Property damage during assessments: Maximum \$500 per incident
- AI report errors: Maximum liability equals assessment fees paid in the 12 months preceding the claim, not to exceed the lesser of: (a) \$1,200 for pilot members, or (b) annual subscription fees paid for subscription members
- Claims go through insurance first; we pay uncovered amounts only
- Not liable for consequential damages (lost value, legal fees, emotional distress, etc.)

How Disputes Are Resolved:

- Small claims court: Available for qualifying claims
- Binding arbitration: Other disputes go to arbitration in California (not court)
- No class actions: Disputes resolved individually only
- We pay arbitration costs exceeding court filing fees
- Attorney fees: Prevailing party recovers fees from losing party
- 30-day opt-out period available (see Section 5.3)

AI Report Restrictions:

- For internal property care planning only
- Not for real estate, insurance, legal matters, or loans
- Unauthorized use: 3× fees paid (minimum \$1,500-\$2,500 per incident)
- Annual cap: \$25,000 maximum per year

Claims Deadlines:

- Property damage: Within 24 hours (with photos)
- Service quality issues: Within 24 hours
- AI report errors: Within 30 days of report delivery
- All other disputes: Within 1 year from date claim arose

Your Rights:

- 30-day arbitration opt-out period
- Small claims court access for qualifying claims
- Right to hire independent professionals for verification

Contact Information:

- Questions & Legal/Opt-Out: support@alpaca-crew.com | (510) 731-6110
- Address: 548 Market St, PMB 948619, San Francisco, CA 94104



Part 1: Booking, Payments & Cancellations

1.1 Booking Process

Request Form Submissions: Clients submit a Request Form through our Client Hub for Initial Assessments, Re-Assessments, or Quote Reviews. You'll receive a personalized quote within 2-3 business days.

Existing Client Services: Existing clients can manage ongoing services directly through the Client Hub without submitting a Request Form.

Service Options:

- **Initial Assessment:** Current assessment pricing as posted on our website (includes AI report, conducted by our assessor)
- **Re-Assessment:** Current assessment pricing as posted on our website (includes updated AI report, conducted by our assessor)
- **Quote Review:** Free direct quote (no assessment, no AI report)

Clients must provide accurate property information. Misrepresentation may result in service cancellation or pricing adjustment.

Pilot Program Members (enrolled June 1, 2027 – May 31, 2028): Assessment pricing locked at \$99 per assessment per property for the lifetime of active account.

Post-Pilot Subscription Members (enrolled after May 31, 2028): Assessments included in annual subscription plans as specified at the time of enrollment. Current subscription rates posted on our website.

1.2 Deposits & Payment

- **Deposit:** A deposit may be required to confirm service and applies toward final balance. Deposit amount, if applicable, will be specified in your quote. Deposit is due only after the client approves the provided quote in writing (e-mail or portal confirmation).
- **Service Minimum:** Current service minimum as posted on our website.
- **Payment Due:** Upon service completion or within 48 hours of invoice.
- **Accepted Methods:** Credit/Debit, Apple Pay, Google Pay, PayPal, Venmo, ACH Transfer, Wire Transfer

Payment Processing: All payments are processed through alpaca-crew's Client Hub platform.

- **Late Payment:** 20% late fee on unpaid balance applied after 48 hours. Continued non-payment may result in service suspension and collections referral.

No Refunds: Completed services are non-refundable. Assessment fees (whether paid individually or as part of annual subscription plans) are non-refundable under all circumstances. Prepaid amounts for services not yet performed may be refunded only in cases of service discontinuation as described in Section 5.2.

1.3 Cancellation Policy

Our cancellation policy varies based on the type of service scheduled:

For standard Cleaning Services:

- **24+ Hours' Notice:** Free cancellation or reschedule, no fees
- **Same-Day Cancellation (under 24 hours):** 50% of scheduled service cost
- **No-Show (denied access without notice):** Full-service amount charged

For AI Property Assessments:

- **48+ Hours' Notice:** Free cancellation or reschedule, no fees
- **24-48 Hours' Notice:** 35% of applicable assessment fee or free reschedule (client choice)
- **Under 24 Hours:** 50% of applicable assessment fee
- **No-Show (denied access without notice):** 100% of applicable assessment fee charged

Property assessments require advance coordination of specialized staff and equipment.

For Subscription Members: Cancellation fees apply to the per-assessment value of your subscription plan (amount subscription cost divided by number of included assessments).

Property Access Issues: If our staff cannot access property after 15 minutes of arrival, a 20% service fee applies. After 30 minutes, full-service amount is charged.

Emergency Cancellations: Weather or circumstances beyond our control will be rescheduled at no cost.

1.4 Pilot Program & Subscription Terms

Pilot Program (June 1, 2027 - May 31, 2028)

Clients who complete their first assessment during the pilot enrollment period (June 1, 2027 through May 31, 2028) are designated as "Pilot Members."

Pilot Members receive:

- Assessment pricing locked at \$99 per assessment per property for the lifetime of their active account
- Ongoing AI reports after each cleaning
- Client Hub access
- Contractor network liaison support
- Eligibility to apply for network membership with priority consideration
- No annual subscription fees
- Pay-per-assessment model with no commitment

Post-Pilot Subscriptions (After May 31, 2028)

Clients enrolling after May 31, 2028 subscribe to annual plans that include:

- Specified number of assessments per year (varies by plan)
- Ongoing AI reports after each cleaning
- Client Hub access
- Contractor network liaison support
- Additional benefits vary by subscription tier (priority scheduling, priority support, priority contractor matching, add-on discounts)

Current subscription tiers, pricing, benefits, and availability are posted on our website at time of enrollment.

Multi-Property Discounts: Clients with multiple properties receive volume discounts as posted on our website at time of enrollment.

Subscription Terms: Subscription members pay annual fees regardless of assessment usage. Additional assessments beyond plan allowance are available at rates posted on our website.

Subscription benefits and pricing are determined at time of enrollment and may be modified for new enrollments with notice.

Pilot Member Account Status

Pilot pricing remains valid provided:

- Account remains in good standing
- No violations of these Terms & Conditions
- Property remains accessible and serviceable

- Client maintains compliance with all policies

Accounts inactive for 36+ consecutive months may be subject to current pricing upon reactivation.

Rate Modifications

Pilot member assessment rates (\$99 per assessment per property) will not change. Subscription rates and other service pricing may be modified with 30 days' notice for new enrollments. Price changes do not affect existing pilot member assessment pricing or existing subscription member annual rates.

1.5 Recurring Service Discounts

Recurring service discounts are available exclusively to network members.

Residential:

- Weekly (4+ per month): 5%
- Bi-weekly (2 per month): 3%
- Monthly: 1.5%

Commercial:

- Daily (5+ per week): 7%
- 3x per week: 5%
- 2x per week: 3%

Discounts apply when services are completed as scheduled with current payment status. Repeated cancellations or payment issues may result in discount removal.

1.6 Additional Fees

Additional fees may apply for:

- Travel beyond standard service area
- Same-day or holiday service (25-50% surcharge)
- Excessive clutter requiring additional time beyond quoted scope
- Specialty services (high ceilings, premium products, extended-hours access)

Clients will be notified of any additional fees before service begins.

1.7 Service Charges and Gratuities

Service Charges

All amounts charged by alpaca-crew as service fees are service charges, not gratuities. These charges cover business operations, scheduling, AI technology, insurance, and employee compensation. alpaca-crew retains a portion of service charges for business operations and distributes the remainder to employees as wages.

Optional Gratuities - Two Methods

Clients may choose to provide additional gratuities to employees who performed services. Gratuities are entirely optional and not expected.

Method 1 - Through Payment System:

- Clients may add optional gratuities through our Client Hub payment system (powered by Jobber)
- These amounts are clearly labeled separately from service charges
- 100% of gratuities added through our payment system go to the employee(s) who performed the service
- alpaca-crew retains 0% of these amounts
- These gratuities are processed and distributed by alpaca-crew but belong entirely to employees
- Gratuities paid through our system are reported to employees as taxable income

Method 2 - Directly to Employee:

- Clients may provide gratuities directly to employees outside our payment system (cash, personal payment apps, etc.)
- Such gratuities go 100% to the employee who received them
- These transactions are not processed, tracked, or reported by alpaca-crew
- Employees may accept direct gratuities but will not solicit them

Multiple Employees

If multiple employees participated in a service and a gratuity is paid through our payment system, it will be distributed among participating employees according to their level of involvement, in compliance with California tip pooling regulations.

California Labor Code Compliance

This policy complies with California labor laws, which prohibit employers from using gratuities as credit toward wages or retaining any portion of gratuities. Service charges and gratuities are separate and distinct. Clients should not consider service charges as gratuities to employees.



Part 2: Service Guidelines & Expectations

2.1 Service Staff Structure

Assessors are our trained employees who conduct on-site property evaluations, collect data for AI analysis, verify AI report accuracy, train service specialists on alpaca-crew standards and procedures, and perform quality audits through site visits and performance reviews.

Assessors require on-site presence at client properties and alpaca-crew's office, with some administrative work available remotely.

Service Specialists are our trained employees who perform professional cleaning services while systematically observing and documenting property conditions during each visit. They complete detailed post-service reports that capture observable wear patterns, maintenance needs, cleanliness levels, and property status changes. This documentation provides critical data that powers our AI-driven property analysis, enables longitudinal condition tracking, and delivers actionable maintenance insights to clients, and at alpaca-crew's office for training.

Service specialists require on-site presence at client properties for all cleaning and documentation services, and at alpaca-crew's office for training.

Network Liaisons are our trained employees who manage contractor network relationships, process client referral requests, coordinate introductions between clients and third-party contractors, track project completions, and administer referral fee collection.

Network liaisons work remotely and do not perform on-site services.

alpaca-crew's Role: We directly employ, train, supervise, and manage all service staff. We are responsible for scheduling, payment processing, AI report generation, customer communications, and establishing service standards and quality expectations.

2.2 Service Standards

We provide professional cleaning services performed by our trained employees using industry-standard methods. However, results depend on property condition, materials, and pre-existing issues.

Limitations: Not all stains, buildup, or wear can be fully remedied. Services focus on cleaning and observable condition reporting—not property restoration to original condition.

Additional Requests: Same-day service requests are subject to staff availability and may be declined or incur additional charges.

Observational Assessments: Our assessors and service specialists may provide observational feedback during service, but these observations are not professional inspections or diagnoses. Clients must contact licensed professionals for formal evaluations or repairs beyond cleaning scope.

2.3 Client Preparation

To ensure efficient service, clients must:

- Remove fragile or valuable items and clear pathways before service
- Provide accurate entry instructions, access codes, or parking details at least 2 hours before service
- Ensure water, electricity, adequate lighting and safe entry are available throughout service
- Maintain a comfortable indoor temperature for safe working conditions
- Secure pets and disclose known hazards such as mold, pests, or structural issues
- Remove clutter or obstructions that prevent thorough cleaning

This list is not exhaustive. Additional preparation requirements may be specified in pre-service documentation or within this Terms & Conditions policy.

Inadequate preparation may result in service delays, limited results, or additional fees.

2.4 Arrival & Access

Arrival Window: Our staff will arrive within the confirmed time window. Please allow a 30-minute grace period for traffic or route adjustments. We'll notify you of any delays.

Access Requirements: Clients or authorized representatives must be available by phone during service to address questions or unexpected issues.

2.5 Weight & Safety Limitations

Furniture Movement: Our staff do not move furniture over 50 pounds or items requiring multiple people.

Height Restrictions: Service is limited to areas reachable with standard step stools. High ceilings or elevated areas require advance arrangements and may incur additional fees.

Inaccessible Areas: We are not responsible for incomplete service in blocked or inaccessible areas. Clients should pre-clear zones requiring access.

2.6 Services Not Provided

alpaca-crew provides cleaning and observational assessments only. We do not provide:

- Pest control, mold remediation, or biohazard cleanup
- Heavy debris removal or water damage restoration
- Appliance disassembly, internal cleaning of mechanical components (for example, areas behind refrigerator panels, underneath washer or dryer covers, or inside parts with wiring or moving mechanisms), or HVAC servicing
- Plumbing, electrical, or structural repairs
- Tree trimming, landscaping, or exterior services requiring ladders or pressure washing
- Window or exterior glass cleaning above ground level

Additional exclusions may apply based on property conditions or service limitations. Clients must hire licensed specialists for services beyond our scope.

2.7 Right to Refuse Service

Our staff may decline or discontinue service if conditions pose health or safety risks, including but not limited to:

- Presence of pests, mold, biohazards, or hazardous materials
- Hoarding, excessive clutter, or blocked access to service areas
- Aggressive or threatening behavior, illegal activity, or refusal of safe entry
- Missing utilities required for cleaning (water, power, or heat)
- Extreme indoor temperatures or unsafe structural conditions
- Structural instability or unsafe building conditions

Onsite Refusal Fee: A fee equal to 50% of the scheduled service cost applies if service cannot be performed upon arrival due to unsafe, inaccessible, or unsuitable conditions, including undisclosed hazards, blocked access, excessive clutter, or missing utilities.

2.8 Observations & Referrals

Our staff may inform clients of visible concerns as a courtesy. These observations are not professional inspections or diagnoses.

Client Responsibility: Clients must consult licensed professionals for formal evaluations or repairs. alpaca-crew is not liable for work performed by third-party contractors.

2.9 Equipment & Supplies

Our Supplies: We provide professional-grade cleaning products and equipment.

Client-Provided Products: If you prefer specific products, you must supply them in advance. We are not responsible for outcomes from client-provided products, including surface damage or ineffective results.

Client Equipment: If you request use of your personal equipment (vacuums, tools), you accept full responsibility for equipment safety and functionality. We are not liable for damage to or caused by client-provided equipment.

2.10 Damage & Breakage

Our staff handle all items with care; however, we are not responsible for damage or loss resulting from:

- Items with pre-existing damage, visible wear, or instability
- Fragile, delicate, or unsecured valuables not disclosed before service
- Loose fixtures, weak shelving, or hidden structural defects
- Items weakened by age, moisture, or improper installation
- Environmental or external factors such as pets, weather, or utility interruptions
- Issues resulting in loss of manufacturer warranty coverage due to product or material sensitivity

These examples are provided for clarity and do not represent every possible situation. Our responsibility is limited to verified service-related incidents only.

Claims: Damage claims must be submitted within 24 hours with supporting photos. alpaca-crew's liability is limited to the lesser of the item's actual depreciated value or the service fee for that appointment.

Comparative Negligence: If property damage results from both our employee's actions and client's contributing factors (such as failure to disclose fragility, improper installation, or inadequate preparation), liability will be apportioned accordingly, and our maximum liability may be reduced proportionally.

Part 3: Access, Security & Property Policies

3.1 Property Access

Access Requirements: Clients must provide accurate entry information (keys, codes, lockbox combinations) at least 2 hours before service.

Access Failure Fees:

- If our staff cannot access property after 15 minutes of arrival, a 20% service fee applies
- After 30 minutes, full-service amount is charged

Access Methods: Clients may provide lockboxes, digital codes, or in-person access. alpaca-crew is not responsible for lockouts, access delays, or failures due to incorrect information.

Access Issues Discovered Later: If our staff inadvertently leave doors unlocked, windows open, or alarms disarmed due to unclear instructions or access complications, alpaca-crew's liability for resulting security breaches is limited to the service fee for that appointment. Clients are encouraged to verify property security after service completion.

3.2 Security & Alarms

Alarm Systems: Clients must disable alarms or provide complete instructions to disarm and re-arm systems.

We Are Not Responsible For:

- False alarms due to incorrect instructions
- Alarm monitoring fees or penalties
- Service delays caused by alarm complications

Employee-Caused Alarm Issues: If our employee triggers an alarm due to following incorrect client instructions, alpaca-crew is not responsible for resulting fees. If triggered due to employee error despite correct instructions, our liability is limited to actual alarm company fees (not consequential damages).

3.3 Keys & Entry Security

Keys and codes will be handled with reasonable care. alpaca-crew is not responsible for:

- Keys damaged or non-functional upon arrival
- Lockbox malfunctions
- Security breaches from unsecured access methods
- Rescheduling delays due to access failures

Lost or Damaged Keys: In the event keys or access devices are lost or damaged while in our possession, our liability is limited to reasonable replacement costs up to \$250. Clients should provide duplicate keys when possible rather than sole copies. Keys lost or stolen from client-provided lockboxes are not our responsibility.

3.4 Utilities & Property Conditions

Required Utilities: Properties must have functional water, electricity, and adequate lighting during service.

Minimum Safety Standards: Properties must be structurally safe with no immediate hazards (exposed wiring, flooding, severe structural damage).

Utility Failures: If utilities fail during service, service may be suspended without fee reduction.

3.5 Pre-Existing Damage & High-Risk Items

alpaca-crew is not liable for:

- Damage to worn, cracked, unstable, or previously damaged items
- Permanent stains or issues beyond standard cleaning capabilities
- Fragile, poorly installed, or unsecured items
- Items valued over \$500 not disclosed before service

Disclosure: Clients should disclose known risks and remove high-value items before service.

3.6 Health & Safety Disclosures

Required Disclosures: Clients must inform alpaca-crew of:

- Mold, asbestos, lead paint, or biohazards
- Pest infestations
- Infectious diseases in household
- Any conditions requiring special safety precautions

Hazardous Conditions: If our staff discover conditions that pose immediate danger to their safety, service may be terminated immediately. An onsite refusal fee of 50% of the service cost will apply to compensate for time, travel, and lost scheduling.

Client-Caused Hazards: Clients are responsible for ensuring properties are safe for service. If undisclosed hazards cause injury to our employees, clients may be liable for costs not covered by workers' compensation insurance, including insurance deductibles, medical cost-sharing amounts, and potential workers' compensation experience modification rate (EMR) increases that affect our premiums. This provision does not waive clients' rights to defend against liability claims or limit statutory defenses available under law.

3.7 Pet Safety

Pet Containment: Pets must be secured in a separate area during service. Clients must disclose all animals on the property in advance. Unrestrained or undisclosed pets may result in immediate service cancellation and applicable fees.

Staff Safety: If a pet injures our staff member, clients may be liable for costs including medical expenses, workers' compensation deductibles, insurance cost-sharing, and workers' compensation experience modification rate (EMR) increases. Clients are responsible for ensuring their animals do not pose a danger to service personnel.

Pet-Related Issues: alpaca-crew is not responsible for:

- Service disruption caused by pets
- Damage caused by pets reacting to service activities
- Injury to pets that escape containment

Service Animals: Legitimate service animals may remain present with advance notice and safety protocols.

3.8 Parking & Building Access

Client Responsibility: Clients must ensure:

- Safe, legal parking near property
- Building access (gates, elevators, loading docks)
- Any required parking permits or access credentials

Parking Fees: Clients are responsible for parking violations, fees, or towing costs incurred by our staff while accessing client properties.

3.9 Insurance & Liability

Our Coverage: alpaca-crew maintains general liability insurance and workers' compensation coverage for our employees.

Client Insurance: Clients are encouraged to verify their homeowner's or commercial property insurance covers service-related incidents.

Claims Process: All damage claims must be submitted within 24 hours with photos. Claims require investigation and may take several weeks to resolve.

Maximum Liability Limits:

Property Damage During Cleaning:

- Lesser of: (a) actual depreciated value, (b) \$5,000, or (c) total fees paid in the 12 months preceding the claim

Property Damage During Assessments:

- Maximum \$500 per incident

AI Report Errors:

- Maximum of assessment fees paid in the 12 months preceding the claim, not to exceed the lesser of: (a) \$1,200 for pilot members, or (b) annual subscription fees paid for subscription members

Insurance Policy Limits: Our liability cannot exceed coverage amounts under our insurance policies, after deductibles.

Insurance Primacy: Claims will first be processed through any applicable insurance coverage (either our insurance or yours, depending on the claim type). alpaca-crew's direct liability applies only to amounts not covered by insurance, subject to the limits above.

What We're Not Liable For (Consequential Damages):

- Lost profits, business interruption, property value loss
- Real estate transaction losses, insurance claim denials or rate increases
- Legal fees from third-party claims, emotional distress
- Any indirect, incidental, special, or consequential damages

We Are Not Responsible For:

- Pre-existing damage or wear
- Undisclosed fragile items or high-value items (over \$500)
- Hidden conditions not visible during service
- Third-party contractor work

Exception: These limits don't apply to our willful misconduct or fraud, as required by California law.

Comparative Negligence: If damage results from both our employee's actions and your contributing factors (failure to disclose fragility, improper installation, inadequate preparation), liability will be reduced proportionally.

Mutual Indemnification:

Client Indemnification: You agree to indemnify alpaca-crew from third-party claims arising from work performed by contractors we referred, including property damage, personal injury, breach of contract, and construction defect claims. This indemnification does not apply to claims arising solely from alpaca-crew's gross negligence or willful misconduct in making referrals.

Our Indemnification: We agree to indemnify you from claims arising solely from our gross negligence or willful misconduct, subject to the liability limits above.

Limitations: Neither party's indemnification applies to claims from the other party's own negligence or breach. All indemnification obligations are governed by California law.

Part 4: Special Conditions & Add-On Services

4.1 Add-On Services

Add-on services must be requested in advance and may incur additional fees based on time, labor, and materials required.

Common Add-Ons:

- Interior appliance cleaning (oven, refrigerator, dishwasher)
- Carpet shampooing
- Interior window washing
- Balcony, patio or garage cleaning
- Deep cleaning of fixtures, baseboards, or blinds

Same-Day Requests: Same-day add-ons are subject to staff availability and may be declined or incur premium charges.

4.2 Holidays & Severe Weather

Holiday Schedule: alpaca-crew does not provide services on major holidays, including but not limited to Independence Day, Thanksgiving, Christmas, and New Year's Day. Holiday service requests require one-week advance notice and incur a 25-50% surcharge.

Severe Weather: Services may be rescheduled at no cost due to unsafe weather conditions (storms, flooding, wildfires). If clients insist on proceeding during severe weather, delays or incomplete service may occur without liability.

4.3 Health & Environmental Policies

No Smoking: Smoking is not permitted indoors or near active service areas during service.

Cleaning Products: We supply professional-grade products and when available, use non-toxic or eco-friendly options designed to reduce allergens and support a healthier environment. Clients with allergies or sensitivities must notify us in advance for alternative product selection when available.

Chemical Sensitivities: Severe sensitivities may require modified approaches. Not all requests can be accommodated depending on requirements.

4.4 Commercial Property Conditions

Business Hours: Commercial services may require special coordination for after-hours or weekend access. Scheduling is arranged to maintain security and minimize disruption to business operations.

Industry Requirements: Some commercial locations have specific standards or compliance rules (for example, medical, educational, or food-service facilities). These requirements may affect how services are performed and priced.

Employee & Customer Presence: Our cleaning process considers employee and customer activity. Service times and methods may be adjusted to maintain safety, privacy, and efficiency while work is being completed.



Part 5: Business Policies & Compliance

5.1 Communication & Technology

Automated Systems: alpaca-crew uses automated platforms (including Jobber) for scheduling, reminders, and service updates via email, SMS, or phone.

SMS Consent: By submitting a request form, you consent to receive text messages from alpaca-crew. Message rates may apply. Text "STOP" to unsubscribe or "HELP" for assistance.

Technology Limitations: alpaca-crew is not responsible for technology failures, communication delays, or system outages affecting scheduling or notifications.

5.2 Service Quality & Client Feedback

Service Quality Claims: If clients are dissatisfied with service quality (aside from property damage claims), they should file a claim within 24 hours. Service quality concerns include incomplete work, missed areas, improper cleaning techniques, or failure to meet service standards.

Resolution Process: We will make reasonable efforts to address concerns, which may include:

- Re-service of affected areas at no additional charge
- Partial credit toward future services
- Service fee adjustment for the affected appointment
- Other remedies at our discretion

Maximum Liability: Service quality claims are limited to the service fee for the affected appointment. Resolution is through re-service or credit only; no additional monetary damages apply.

Service Discontinuation: Continued dissatisfaction may result in service discontinuation by mutual agreement.

Client Feedback & Reviews

Client feedback is welcomed and may be used for service improvement and marketing purposes. Verified reviewers may qualify for occasional service incentives.

Reviews must be based on actual service experiences. alpaca-crew may respond publicly to reviews for factual corrections or clarifications.

5.3 Disputes & Resolution

IMPORTANT NOTICE: BINDING ARBITRATION AND JURY TRIAL WAIVER

By using alpaca-crew's services, you agree that most disputes will be resolved through binding arbitration rather than in court, and you waive your right to a jury trial and to participate in class-action lawsuits.

Types of Claims: alpaca-crew handles the following types of claims, each governed by specific deadlines, liability limits, and resolution procedures.

1. **Property Damage Claims:** Claims for physical damage to client property occurring during service delivery, including breakage, loss, spills, or scratches. Governed by Sections 2.10 and 3.9. Maximum liability varies by service type (cleaning services: up to \$5,000; assessments: \$500 per incident).
2. **Service Quality Claims:** Claims regarding work that does not meet service standards, including incomplete work, missed areas, improper cleaning techniques, or failure to follow client instructions. Governed by Section 5.2. Maximum liability limited to service fee for affected appointment; resolution typically through re-service or credit.
3. **Assessment Quality Claims:** Claims regarding errors or omissions by assessors during on-site property evaluations, including missed observations, incomplete documentation, or inaccurate data collection. Governed by Section 6.8. Maximum liability depends on client type:
 - For Pilot Members, liability is limited to the pilot assessment rate (\$99).
 - For Subscription Members, liability is limited to the per-assessment value of the client's subscription plan.
4. **AI Report Error Claims:** Claims regarding inaccuracies, misinterpretations, or data processing errors in AI-generated property reports. Governed by Section 7.6. Maximum liability equals assessment fees paid in the 12 months preceding the claim, not to exceed the lesser of: (a) \$1,200 for pilot members, or (b) annual subscription fees paid for subscription members.

5. **Quote Review Disputes:** Disputes regarding non-binding price estimates provided without on-site assessment. Governed by Section 6.4. No liability; quotes are estimates only and subject to adjustment based on actual conditions.
6. **Payment and Billing Disputes:** Disputes regarding invoicing, payment processing, late fees, or billing errors. Governed by Section 1.2.
7. **Other Contractual Disputes:** All other disputes arising from these Terms, including but not limited to cancellation fees, access issues, service refusals, or policy interpretations.

Each claim type has specific filing deadlines, documentation requirements, and liability limits as detailed in the referenced sections and below.

Claim Filing Deadlines: Claims must be submitted within specific timeframes:

- Property Damage: Within 24 hours of service completion
- Service Quality Issues: Within 24 hours of service completion
- Assessments & AI Reports: Within 30 days of report delivery
- All Other Disputes: Within 1 year from the date the claim arose

Claims filed after these deadlines may not be eligible for review.

Claim Submission Requirements: All claims must be submitted with the following information:

- Claimant name and contact information
- Property address where service was performed
- Date of service
- Detailed description of the issue or damage
- Supporting documentation as applicable (photos required for all property damage claims; copies of relevant reports for AI report disputes; service records or communications for quality concerns)

Submission Methods: Claims may be submitted through:

- Client Hub account portal
- Email to support@alpaca-crew.com
- Written notice to: 548 Market Street, PMB 948619, San Francisco, CA 94104

Incomplete Claims: Claims submitted without required documentation may be delayed or denied. alpaca-crew may request additional information before processing any claim.

Initial Response: alpaca-crew will acknowledge receipt and issue a reference number within 1 business day, respond within 5 business days, and make reasonable efforts to resolve issues within 30 days.

Small Claims Court Exception: Either party may pursue claims in California small claims court if the claim qualifies under small claims court jurisdiction limits.

Binding Arbitration: Any dispute arising from these Terms shall be resolved through binding arbitration in San Francisco County, California, administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, except for claims arising under Section 7.3 (Unauthorized Use of AI Reports), which alpaca-crew may elect to pursue in the Superior Court of California, County of San Francisco.

California Venue: All arbitration shall occur within California, in a location reasonably convenient to both parties. For residential clients, arbitration shall occur in the county where you reside or where services were performed.

Governing Law: California substantive law governs all disputes. The Federal Arbitration Act governs interpretation and enforcement of this arbitration agreement.

Discovery Rights: In consumer arbitrations involving California residents, limited discovery is permitted:

- Each party may take up to two depositions
- Document requests shall be reasonably tailored to claims and defenses
- Additional discovery may be authorized by the arbitrator for good cause shown

Cost Protection: You pay only the AAA filing fee (same as court filing costs). alpaca-crew pays all other AAA administrative fees and arbitrator compensation. If arbitration costs exceed court filing fees, we pay the difference. This ensures arbitration does not become a financial barrier to pursuing valid claims.

Class Action Waiver: You agree that disputes will be resolved individually, not as part of any class action or representative proceeding. You waive any right to participate in class action lawsuits.

30-Day Opt-Out Right: You may opt out of this arbitration agreement within 30 days of first using our services by sending written notice to:

Email: support@alpaca-crew.com

Mail: 548 Market Street, PMB 948619, San Francisco, CA 94104

Include: Your name, address, and statement "I opt out of the arbitration agreement"

If you opt out, all other Terms remain in effect, but disputes will be resolved in court.

Exceptions: Either party may seek injunctive relief or pursue claims involving intellectual property rights in appropriate courts.

Arbitration Severability: If the arbitration clause or class action waiver is found unenforceable by a court of competent jurisdiction, it shall be severed from these Terms and all other provisions remain in full force and effect. Any disputes not subject to arbitration shall be brought exclusively in the Superior Court of California, County of San Francisco, or the United States District Court for the Northern District of California, and both parties consent to personal jurisdiction and venue in these courts.

Liquidated Damages Enforcement: Claims for liquidated damages under Section 7.3 (Unauthorized Use of AI Reports) may be pursued in arbitration or, at alpaca-crew's election, in San Francisco County Superior Court. The prevailing party in any such action shall be entitled to reasonable attorney fees and costs.

Attorney Fee Symmetry: In any dispute resolution proceeding (arbitration or litigation), the prevailing party shall recover reasonable attorney fees and costs from the non-prevailing party. This applies equally to both parties.

5.4 Insurance Coverage

alpaca-crew maintains general liability insurance and workers' compensation coverage for our employees, and may maintain additional insurance policies for other business activities. Property damage claims must be submitted within 24 hours with documentation.

Insurance coverage is subject to deductibles, exclusions, and coverage limits. Clients should coordinate with their own insurance providers regarding potential claims.

Insurance coverage payouts do not waive liability limits under Sections 3.9, 6.8 and 7.6; any payout remains subject to those caps.

Part 6: Assessments, Re-Assessments & Quote Reviews

6.1 Assessment Services Overview

alpaca-crew provides comprehensive property assessments conducted by our trained assessors. Assessments evaluate cleaning and maintenance needs, identify visible concerns, and provide data for AI-powered analysis and personalized care planning.

Assessment Purpose: Assessments are observational evaluations for cleaning and maintenance planning purposes only—not professional inspections, certifications, or compliance evaluations.

Assessment Methodology: Every assessment follows a structured evaluation methodology designed for consistency and thoroughness across all properties. Our assessors document observable property conditions using standardized criteria tailored to each property type. These observations provide the foundational data for AI-powered analysis, tier classification, and personalized care recommendations. The complete assessment framework categories are detailed in Section 6.5.

AI Report Eligibility: Only clients who pay for assessment services (Initial Assessments or Re-Assessments) receive AI-powered reports and ongoing observational tracking.

6.2 Initial Assessments

Initial Assessments include an on-site walkthrough conducted by our assessor to evaluate current cleaning needs, identify visible wear or maintenance concerns, collect data for AI analysis, and enable generation of an AI-powered report with tier classification, service recommendations, transparent pricing, and contractor referrals when applicable.

Assessment Fees:

Assessment fees depend on your client type.

- **Pilot Members:** Assessment fees follow the lifetime pilot rate (\$99).
- **Subscription Members:** Assessments fees are included in your annual subscription plan.

Current pricing and plan details are posted on our website.

6.3 Re-Assessments

Re-Assessments are follow-up evaluations conducted by our assessors for returning clients. Re-Assessments include an on-site walkthrough to evaluate changes in cleaning needs, identify new visible wear or maintenance concerns, collect updated data for AI analysis, and enable generation of an updated AI-powered report with revised tier classification, service recommendations, pricing, and contractor referrals when applicable.

Assessment Fees:

Assessment fees depend on your client type.

- **Pilot Members:** Assessment fees follow the lifetime pilot rate (\$99).
- **Subscription Members:** Assessments fees are included in your annual subscription plan.

Current pricing and plan details are posted on our website.

When Re-Assessments Are Recommended:

- Property changes (renovations, new tenants, seasonal needs)
- Recurring service concerns requiring evaluation
- Significant time elapsed since Initial Assessment
- Changes in cleaning or maintenance requirements

Service Plan Updates: Re-Assessments may result in updated pricing, recommendations, or service frequency based on changed conditions identified by our assessor and processed through our AI system.

6.4 Quote Reviews (No Assessment)

Clients who already know their service needs may submit details and photos through our Request Form for a direct quote at no charge.

No AI Reports: Quote Review clients do not receive AI-generated reports or ongoing property insights. Only clients who pay for assessment services receive AI-powered reporting and tracking.

Quote Accuracy: Quotes are estimates based on information and photos provided by clients. If on-site conditions differ significantly from submitted information, alpaca-crew may adjust pricing or require an assessment before proceeding.

Liability: alpaca-crew is not liable for quote inaccuracies resulting from incomplete, inaccurate, or misleading information provided by clients. Clients who misrepresent property conditions may be subject to pricing adjustments or service refusal.

6.5 Assessment Scope & Limitations

Assessment Framework – What We Evaluate: Our assessments follow a comprehensive evaluation framework tailored to property type:

Residential Properties:

- **Surface Conditions & Wear:** We document buildup, staining, scratches, and deterioration patterns on countertops, walls, flooring, and tile grout that indicate cleaning needs or long-term damage.
- **Kitchen & Bath Systems:** We observe performance indicators in fixtures, faucets, drains, and appliances including water pressure issues, leaks, mineral buildup, and appliance inefficiencies.
- **HVAC & Ventilation:** We identify indicators of system strain or maintenance needs through air quality signs, filter condition, vent cleanliness, and temperature regulation.
- **Plumbing Indicators:** We catch early signs of plumbing issues before they become expensive repairs by checking water pressure, drainage speed, visible leaks, and fixture integrity.
- **Windows, Doors & Seals:** We note deterioration, drafts, or security concerns by examining frame condition, seal integrity, glass clarity, and hardware function.
- **Lighting & Electrical:** We flag safety concerns and efficiency opportunities through fixture condition, bulb performance, outlet functionality, and visible wiring issues.
- **Structural Integrity:** We document signs of water damage, settling, or structural concerns including foundation cracks, ceiling stains, wall damage, and flooring stability.
- **Overall Maintenance Indicators:** We identify issues affecting livability and property value through dust accumulation patterns, odor sources, pest signs, and safety hazards.

Commercial Properties:

- **High-Traffic Area Wear:** We document surface degradation, scuff marks, and wear patterns in lobbies, corridors, and entryways that affect professional appearance and require intensive cleaning.
- **Restroom Sanitation:** We assess sanitation standards and maintenance consistency critical to client and employee experience through fixture cleanliness, supply levels, odor control, and surface condition.

- **Common Spaces & Break Rooms:** We evaluate cleanliness standards, appliance condition, and areas requiring regular attention in shared areas, kitchenettes, and meeting rooms.
- **HVAC & Air Quality:** We identify issues affecting employee comfort and productivity through system performance in occupied spaces, filter condition, and air circulation.
- **Safety & Compliance:** We flag compliance concerns and safety issues requiring immediate attention including emergency exits, signage visibility, floor hazards, and waste management.
- **Flooring Condition:** We assess wear, staining, and maintenance needs specific to business traffic patterns on carpets, tile, and hard surfaces in commercial use.
- **Exterior & Entry Points:** We document first-impression issues affecting business perception through storefront appearance, parking areas, and entrance condition.
- **Specialized Equipment Areas:** We note unique maintenance needs based on business operations in server rooms, storage areas, and specialized workspaces.

Multifamily Properties:

- **Common Area Condition:** We assess cleanliness and maintenance standards affecting tenant satisfaction and property reputation in lobbies, hallways, laundry rooms, and mailrooms.
- **Unit-Specific Wear Patterns:** We document cleaning scope, damage, and restoration needs for move-in and move-out transitions during individual unit turnover.
- **Shared Systems Performance:** We identify indicators affecting multiple units that require property-wide attention in centralized HVAC, plumbing, and electrical systems.
- **Exterior & Curb Appeal:** We assess property presentation impacting tenant retention and rental value through building facade, landscaping, parking areas, and entryways.
- **Safety & Compliance Markers:** We flag issues affecting tenant safety and regulatory compliance including fire safety equipment, lighting in common areas, and accessibility features.
- **Tenant-Reported Concerns:** We validate and document concerns affecting tenant experience and retention through maintenance requests, recurring issues, and problem areas.

Framework Scope & Limitations:

- **Surface-Level Observations Only:** Assessments are limited to accessible areas and visible conditions. Our assessors do not move furniture, remove fixtures, or access areas requiring special equipment.
- **Not Professional Inspections:** Assessments do not include structural analysis, environmental testing (mold, lead, asbestos), code compliance verification, or professional engineering evaluations.

- **No Guarantee of Completeness:** alpaca-crew does not guarantee all conditions, defects, or maintenance needs will be identified. Many conditions may not be visible during routine assessment visits.

6.6 Assessment Cancellation Policy

- **48+ Hours' Notice:** Free cancellation or reschedule, no fees
- **24-48 Hours' Notice:** 35% of applicable assessment fee or free reschedule (client choice)
- **Under 24 Hours:** 50% of applicable assessment fee
- **No-Show (denied access without notice):** 100% of applicable assessment fee charged

Property assessments require advance coordination of specialized staff and equipment.

For Subscription Members: Cancellation fees apply to the per-assessment value of your subscription plan (amount subscription cost divided by number of included assessments).

6.7 Assessment Reports & Recommendations

Assessment reports are generated by alpaca-crew's proprietary AI system using data collected by our assessors. Reports are typically delivered within 2-3 business days and include AI-powered insights, tier classification, pricing breakdown, and service recommendations.

Professional Consultation: When assessments identify conditions requiring professional evaluation, alpaca-crew will recommend consultation with appropriate licensed professionals. Such recommendations do not constitute professional opinions by alpaca-crew.

Report Validity: Assessment findings reflect conditions observed on the specific date of service. Property conditions change over time—reports should not be relied upon indefinitely.

6.8 Assessment Liability Limitations

This section applies to both Initial Assessments and Re-Assessments.

Property Damage During Assessments: Our assessors will exercise reasonable care during property documentation and photography. However, accidents may occur during on-site evaluation. Clients should secure or remove fragile items before assessments and may request certain areas be excluded from documentation. alpaca-crew's liability for property damage during assessments is limited to \$500 per incident as outlined in Section 3.9.

Assessment Quality/Errors: alpaca-crew's liability for assessment quality issues (assessor errors, missed observations, incomplete evaluation during on-site visits) depends on client type:

- **Pilot Members:** Liability is limited to the pilot assessment rate (\$99) for that specific assessment.
- **Subscription Members:** Liability is limited to the per-assessment value of the client's subscription plan.

alpaca-crew is not responsible for:

- Conditions not visible or accessible during assessment
- Changes in conditions occurring after assessment date
- Client decisions based on assessment recommendations without independent professional verification
- Consequential damages arising from assessment findings or omissions

AI Report Errors: For liability related to AI-generated report errors (as opposed to on-site assessment quality), see Section 7.6 (maximum liability equals assessment fees paid in the 12 months preceding the claim, not to exceed the lesser of: (a) \$1,200 for pilot members, or (b) annual subscription fees paid for subscription members).

Claims Deadline: Property damage claims during assessments must be submitted within 24 hours with supporting photos. Assessment quality claims must be submitted within 30 days of the assessment date. Any claims related to assessments filed after these deadlines will be forever waived.

Part 7: AI-Powered Assessments, Referrals & Liability Limitations

7.1 Purpose & Nature of AI Services

alpaca-crew owns and operates proprietary AI technology to enhance property assessments by analyzing visual data collected by our assessors, tracking condition changes over time, and generating maintenance recommendations.

Human Review and Oversight Requirement

All AI-generated outputs that could influence service pricing, scheduling, or client recommendations undergo human review by a qualified alpaca-crew team member before implementation. This ensures accuracy, bias mitigation, and compliance with applicable California law.

Advisory Tool Only: AI-generated reports are informational tools designed to support client decision-making—not professional inspections, engineering evaluations, or certified assessments. All AI content is advisory only and does not constitute professional recommendations.

Proprietary Technology: All AI algorithms, methodologies, reports, and generated insights constitute proprietary intellectual property of alpaca-crew protected by trade secret and copyright laws.

7.2 AI Assessment Limitations

Observation-Based Analysis: AI analysis is based solely on observable data collected by our assessors and service specialists using our standardized assessment framework detailed in Section 6.5. Our AI system processes documented observations across framework categories including surface conditions and wear, system performance indicators (HVAC, plumbing, electrical, lighting), structural integrity markers, water damage and moisture signs, pest indicators and odor sources, and overall maintenance needs.

Documented observations are analyzed by our AI system to:

- Classify property condition tier (1, 2, or 3) based on severity and scope of issues identified across all evaluated areas
- Identify maintenance priorities ranked by urgency, separating immediate concerns from preventive opportunities

- Generate personalized care strategies with tailored cleaning protocols and maintenance schedules based on your property's specific needs
- Calculate accurate service pricing based on actual work required, not generic square footage estimates
- Track changes over time with each visit, monitoring improvements, identifying new issues, and adjusting recommendations

All AI analysis is limited to:

- Visual observations during assessments and cleaning visits conducted by our staff
- Photos and notes recorded by our assessors
- Information, photos, and descriptions submitted by clients through Request Forms
- Accessible surface conditions only

Cannot Detect:

- Hidden, concealed, or inaccessible conditions
- Conditions behind walls, under flooring, or in closed systems
- Latent defects or developing issues not yet visible
- Structural, electrical, plumbing, or HVAC system integrity

Not Professional Evaluations: AI assessments do not constitute and cannot replace:

- Licensed structural inspections
- Environmental testing or certifications
- Code compliance reports
- Insurance or legal property evaluations
- Professional engineering or architectural assessments

External Data Source Risks: When AI uses publicly available data (contractor information, pricing information, service availability, online reviews), we cannot verify accuracy of external sources. Third-party data may be outdated, incomplete, or incorrect. alpaca-crew is not responsible for external data errors.

Algorithm Changes: AI systems are continuously refined through machine learning updates, algorithm improvements, and bug fixes. Updates may result in:

- Changes to analysis methods without prior notice
- Different results for similar properties over time
- Incompatibility between old and new report formats

- Variations in historical trend analysis

Known AI System Limitations:

- May produce false positives (incorrectly identifying issues)
- May produce false negatives (missing genuine problems)
- Accuracy varies by property type, age, and condition
- May not recognize unique, unusual, or edge-case conditions
- Performance depends on training data quality (historical property data used to train the AI system), image quality, lighting, and angles
- Technology limitations and algorithm constraints

Client Verification Obligations: Before acting on AI recommendations, you must:

- Obtain independent professional verification for any structural, electrical, plumbing, environmental, or safety concerns
- Verify all contractor credentials, licenses, insurance, and references before hiring
- Obtain written quotes and contracts from contractors for all repair or maintenance work
- Consult with licensed professionals (engineers, architects, inspectors) before major property decisions or investments
- Review AI reports as advisory information only, not definitive assessments

Failure to obtain independent professional verification may limit or eliminate any claims against alpaca-crew for AI report errors or omissions.

No Warranties or Guarantees: alpaca-crew makes no warranties, express or implied, regarding AI reports, including:

- Accuracy, completeness, or reliability
- Fitness for any particular purpose
- Merchantability or quality
- Results obtained from following AI recommendations
- Absence of errors, bugs, or system interruptions

AI REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.

7.3 AI-Powered Reports

Report Generation: Clients who complete paid assessments receive AI-powered reports generated by alpaca-crew that include:

- Tier classification reflecting property condition
- Visual documentation with analysis overlays
- Surface-level observations and maintenance recommendations
- Service scope and frequency guidance
- Pricing estimates based on assessed conditions
- Contractor referrals when applicable

Ongoing Reports: Assessment clients receive updated AI reports after each service visit, tracking property condition changes over time and adjusting recommendations accordingly.

Report Purpose: AI reports are designed to assist with property care planning, not replace professional inspections or diagnostics. Reports reflect observations at specific points in time and conditions may change.

Report Ownership: All AI reports and related materials remain the intellectual property of alpaca-crew and may not be reproduced, distributed, or used for commercial purposes without written consent.

Prohibited Uses of AI Reports: AI reports may not be used for:

- Real estate sale, purchase, or transfer decisions
- Insurance claims, underwriting, or coverage determinations
- Legal proceedings, disputes, or litigation
- Property valuations, appraisals, or financial assessments
- Loan applications, refinancing, or mortgage purposes
- Disclosure documents for property transactions
- Regulatory compliance, inspections, or government agency requirements
- Health department, building code, fire safety, or similar official inspections
- Any purpose requiring professional inspection or certification

Reports are for internal property care planning only. Clients who provide reports to third parties for prohibited uses do so at their own risk and agree to indemnify alpaca-crew for any resulting claims, damages, or legal fees.

Report Limitations: AI reports reflect property conditions at the specific time of assessment only and may not account for:

- Property conditions that change, deteriorate, or develop after the assessment date
- Seasonal variations (weather damage, moisture issues, pest activity)
- Wear and tear occurring between service visits

- Hidden, concealed, or inaccessible conditions not visible during assessment
- Issues behind walls, under flooring, in attics, crawl spaces, or closed systems
- Newly developing problems not yet visible at time of assessment
- Rapid deterioration, sudden failures, or emergency conditions
- Gradual degradation not apparent during routine service
- Damage caused by third parties, tenants, or events after assessment
- Issues requiring specialized equipment, testing, or professional evaluation (mold testing, structural engineering, electrical systems, plumbing integrity, HVAC performance)
- Code compliance, permit requirements, or regulatory standards
- Property value, market conditions, or investment potential

No Quote Review Reports: Clients who choose Quote Review without assessment do not receive AI reports or ongoing tracking. Only paid assessment clients qualify for AI-powered reporting.

Unauthorized Use of Reports - Liquidated Damages

Clients agree that AI reports contain proprietary trade secrets and confidential business information protected by California trade secret law and federal copyright law.

Unauthorized reproduction, distribution, or commercial use of reports constitutes:

- Breach of contract
- Trade secret misappropriation
- Copyright infringement (where applicable)

Liquidated Damages: Due to the difficulty in quantifying actual damages from unauthorized use, clients agree to liquidated damages as follows:

- **Real estate transactions:** Use of reports in property sales, purchases, transfers, or disclosure documents: 3× total fees paid for related services in the preceding 12 months (minimum \$2,500 per incident)
- **Financial/lending use:** Use in loan applications, refinancing, mortgage processes, or property valuations: 3× total fees paid for related services in the preceding 12 months (minimum \$2,500 per incident)
- **Insurance-related use:** Submission to insurance companies for claims, underwriting, or coverage determinations: 3× total fees paid for related services in the preceding 12 months (minimum \$2,500 per incident)
- **Legal proceedings:** Use in litigation, disputes, or legal proceedings of any kind: 3× total fees paid for related services in the preceding 12 months (minimum \$2,500 per incident)

- **Regulatory/compliance use:** Submission to government agencies, inspectors, or for compliance purposes: 3× total fees paid for related services in the preceding 12 months (minimum \$2,500 per incident)
- **Commercial use:** Resale, redistribution, licensing, or any commercial exploitation of reports: 3× total fees paid for related services in the preceding 12 months (minimum \$3,000 per incident)
- **General unauthorized disclosure:** Any other disclosure to third parties for prohibited purposes not listed above: 3× total fees paid for related services in the preceding 12 months (minimum \$1,500 per incident)

These amounts represent a reasonable pre-estimate of alpaca-crew's actual damages considering:

1. Loss of licensing revenue from unauthorized commercial use
2. Competitive harm from disclosure of proprietary AI algorithms and methodologies
3. Investigation, forensic analysis, and enforcement costs
4. Reputational damage and loss of goodwill
5. Difficulty in proving exact monetary harm from intangible losses

Annual Cap on Liquidated Damages: Liquidated damages are calculated per incident but capped at an aggregate maximum of \$25,000 per client per calendar year. Multiple violations within a single year are cumulative toward this annual cap. This cap reinforces proportionality while preserving meaningful deterrence.

Additional Remedies: In addition to liquidated damages, alpaca-crew may seek:

- Reasonable attorney fees and costs incurred in enforcement
- Injunctive relief to prevent ongoing or future violations
- Disgorgement of any profits or benefits obtained from unauthorized use

Alternative Remedy Election: Instead of liquidated damages, alpaca-crew may elect to pursue:

- Actual damages if they can be proven and exceed liquidated amounts
- Statutory damages under applicable copyright or trade secret laws
- Documented enforcement costs and expenses

Enforcement Venue: Claims may be brought in arbitration or, at alpaca-crew's sole election, in San Francisco County Superior Court as specified in Section 5.3. The prevailing party shall be entitled to reasonable attorney fees and costs.

Good Faith Exception: Liquidated damages shall not apply if Client can demonstrate by clear and convincing evidence that:

- The use was inadvertent and immediately corrected upon discovery; and
- No commercial benefit was obtained; and
- No competitive harm resulted to alpaca-crew.

Clients who believe they may have inadvertently violated this provision should immediately contact support@alpaca-crew.com to discuss potential mitigation.

Third-Party Disclosure Liability: If Client provides AI reports to third parties who then use them for prohibited purposes, Client remains liable for all liquidated damages specified above, damages caused by the third party's unauthorized use, and costs of investigating and pursuing claims against third parties.

7.4 No Guarantee of Accuracy

Inherent Limitations: While designed for accuracy, alpaca-crew cannot guarantee AI reports will be error-free, complete, or unaffected by:

- Data quality and completeness limitations
- Environmental conditions affecting visibility during assessments
- Access restrictions during assessment
- Property changes occurring after analysis
- Technology limitations and algorithm constraints
- Human error in data input

Pattern Recognition Limits: AI systems identify patterns based on training data and may not recognize unique, unusual, or edge-case conditions falling outside established parameters.

7.5 Client Responsibility

Clients remain fully responsible for:

- Verifying all AI-generated observations independently
- Consulting licensed professionals before major property decisions
- Obtaining professional inspections, permits, and certifications as required
- All financial decisions based on AI recommendations
- Ensuring compliance with insurance requirements and local regulations

No Reliance on AI Alone: Clients should never rely solely on AI reports for significant property decisions, repairs, or investments without independent professional verification. AI reports are informational tools only.

7.6 Comprehensive Liability Disclaimer

This section covers all claims related to AI-generated reports, including errors, omissions, inaccuracies, or deficiencies of any kind.

Maximum Liability Cap: alpaca-crew's total liability for any and all AI report issues is strictly limited to the assessment value applicable to the client in the 12 months preceding the claim, and shall not exceed the lesser of: (a) \$1,200 for Pilot Members, or (b) the annual subscription fees paid for Subscription Members.

Limited Liability Conditions: The maximum liability described above applies only when all of the following conditions are met:

- The alleged error directly resulted from AI-generated content (not third-party contractor performance)
- The client used the report exclusively for internal property care planning (not prohibited purposes listed in Section 7.3)
- The client provided accurate and complete information during the assessment
- The property conditions did not change between assessment and alleged reliance on report
- The claim is filed within 30 days of report delivery
- The client did not obtain independent professional verification before acting on the report

Failure to meet any of these conditions may reduce or eliminate alpaca-crew's liability.

Complete Exclusion - Not Liable For: Notwithstanding the above, alpaca-crew has zero liability (even within the maximum liability cap) for:

- Hidden structural, environmental, or system issues not visible during assessments
- Conditions behind walls, under flooring, in attics, crawl spaces, or closed systems
- Property conditions that changed after the assessment date
- Seasonal variations, weather damage, or events occurring after assessment
- Issues requiring specialized testing, equipment, or professional evaluation
- Third-party contractor performance, pricing, or work quality
- External data errors from publicly available sources (contractor reviews, pricing data)
- Client decisions made without independent professional verification
- Financial loss, property damage, or consequential damages of any kind
- Software interruptions, outages, system failures, or incomplete AI data
- False positives (incorrectly identified issues) or false negatives (missed genuine problems)

- Delays in acting on AI suggestions or recommendations
- Client use of AI reports for prohibited purposes listed in Section 7.3
- Any reliance on reports for real estate, insurance, legal, financial, or regulatory purposes

Consequential Damages Exclusion: alpaca-crew is not liable for any indirect, incidental, special, punitive, or consequential damages including lost profits, business interruption, opportunity costs, property value diminution, real estate transaction losses, insurance claim denials, or legal fees arising from AI report content or usage.

Claims Deadline: Any claims related to AI services must be made within 30 days of the relevant report delivery or be forever waived.

7.7 Third-Party Contractor Referrals

Referral Management: alpaca-crew employs network liaisons to manage our contractor network, process client referral requests, and facilitate connections between clients and qualified contractors. Referral requests are typically processed and responded to within 2-3 business days of submission. Contractor referrals are provided primarily to network members as part of their membership benefits, though alpaca-crew may provide referrals to other clients at its discretion. Network liaisons do not evaluate contractor work quality, supervise projects, or assume responsibility for contractor performance. All contractor selection, hiring, and management decisions remain solely with the client.

Referral Types:

Vetted Contractors: Licensed, insured contractors for whom alpaca-crew has verified basic licensing, insurance, and general reputation only through limited review processes. “Vetting” consists of basic verification of licensing, insurance, and general reputation only. alpaca-crew does not verify work quality, pricing fairness, ongoing performance, or suitability for specific projects. Vetting does not constitute a warranty, guarantee, or endorsement of contractor capabilities.

AI-Generated Referrals: Contractors identified through publicly available data (online reviews, pricing information, service availability) processed by alpaca-crew’s algorithms. These contractors have not been vetted by alpaca-crew beyond algorithmic selection based on public information.

Client Responsibility: Clients are solely responsible for:

- Selecting, hiring, and managing all referred contractors
- Verifying contractor credentials, licenses, insurance, and references

- Negotiating terms, pricing, and scope of work independently
- All outcomes, costs, quality, and disputes related to third-party contractor work
- Ensuring referred contractors meet client-specific project requirements

No Warranties: alpaca-crew makes no warranties, express or implied, regarding quality, reliability, timeliness, pricing, or performance of referred contractors. Referrals do not constitute endorsements, recommendations, or guarantees.

Referral Compensation: alpaca-crew may receive referral fees, commissions, or other compensation from referred contractors, which could influence referral algorithms and recommendations. Such compensation does not constitute quality guarantees or warranties.

Complete Independence: All referred contractors operate independently of alpaca-crew. Their actions, pricing, work quality, business practices, insurance coverage, and legal compliance do not reflect alpaca-crew's standards, capabilities, or oversight.

Client Waiver & Indemnification: Clients waive all claims against alpaca-crew arising from referred contractor performance, work quality, pricing disputes, delays, property damage, personal injury, or any damages caused by referred contractors. Clients agree to indemnify and hold harmless alpaca-crew from any third-party claims arising from referred contractor work, including but not limited to property damage claims, personal injury claims, breach of contract claims, and construction defect claims. Clients must pursue all remedies directly against contractors and their insurance carriers.

Indemnification Limitation: This indemnification does not apply to claims arising solely from alpaca-crew's gross negligence or willful misconduct in making referrals.

7.8 AI System Performance

Continuous Development: AI systems are continuously refined, which may result in changes to analysis methods, report formats, or recommendation types without prior notice.

No Backward Compatibility: System updates may not be compatible with previous analysis methods, potentially affecting comparison accuracy between old and new reports.

System Availability: AI systems may occasionally experience temporary outages, delays, maintenance periods, or reduced performance. alpaca-crew does not guarantee uninterrupted access to AI features.

Data Dependencies: AI accuracy depends entirely on input data quality collected by our assessors. Incomplete observations, poor lighting, or access limitations directly affect analysis quality.

7.9 Privacy & Data Use

Data Scope: AI analysis uses property condition data, service history, and maintenance patterns. alpaca-crew does not collect sensitive personal information through AI tools beyond property care needs.

Data Management: All client data is managed according to our Privacy Policy and not sold to third parties for marketing purposes. Anonymized data may be used for AI system improvement and research. All data collection, use, storage, and client rights are governed by our Privacy Policy, available at www.alpaca-crew.com/privacy, which is incorporated into these Terms by reference.

Data Retention: Property data used for AI analysis may be retained longer than standard service data to enable longitudinal analysis and system improvement.

7.10 Client Acknowledgment & Waiver

By using alpaca-crew's services, clients expressly acknowledge and agree:

- AI insights are advisory tools, not professional evaluations
- Clients waive all claims related to reliance on AI-generated observations without independent professional verification
- alpaca-crew is not liable for any direct, indirect, incidental, or consequential damages related to AI-powered assessments
- Clients understand AI system limitations and accept associated risks
- Clients acknowledge responsibility to seek professional consultation for significant property decisions
- AI services do not substitute for professional expertise or licensed inspections
- Clients will not use AI reports for prohibited purposes listed in Section 7.3
- Unauthorized use of AI reports may result in liquidated damages as specified in Section 7.3

Technology Risk Acceptance: Clients accept inherent risks associated with AI technology including potential errors, system failures, analysis capability limitations, and data quality issues.

Part 8: Rewards Program

8.1 Program Overview

The alpaca-crew Rewards Program is an exclusive benefit available only to approved network members. Membership is selective and granted through alpaca-crew's invitation process as described on our website.

Eligibility: Only clients with active network membership in good standing (current payments, no policy violations, compliance with membership terms).

8.2 Discount Structure

Network Members – Residential:

- Weekly service (4+ per month): 5% per cleaning
- Bi-weekly service (2 per month): 3% per cleaning
- Monthly service: 1.5% per cleaning

Network Members – Commercial:

- Daily service (5+ per week): 7% per cleaning
- Three times per week: 5% per cleaning
- Two times per week: 3% per cleaning

Discount Application: Discounts apply to base service charges only—not additional fees, add-ons, specialty charges, assessment fees, or membership fees (if applicable).

8.3 Maintaining Discount Eligibility

Discounts remain active while:

- Network membership remains active and in good standing
- Services are completed as scheduled
- Payment remains current with no outstanding balances
- Properties remain accessible and in serviceable condition
- Members comply with all Terms & Conditions and membership requirements

Discount Removal: Discounts may be removed for repeated cancellations/rescheduling, property access issues, payment delinquency, membership termination, or policy violations.

Discount Disputes: Decisions regarding discount removal are at alpaca-crew's sole discretion based on documented service history and compliance with these Terms. Members may request review of discount removal decisions by contacting support@alpaca-crew.com within 10 days of receiving removal notification. We will respond to review requests within 5 business days.

Membership Termination Impact: If network membership is terminated (by either party), all rewards benefits cease immediately, including any pending or scheduled discounts.

8.4 Discount Limitations

Maximum Discount: 10% per cleaning regardless of qualifying frequency or program combinations.

No Stacking: Discounts cannot be combined with other promotional offers unless explicitly stated by alpaca-crew.

Program Modifications: alpaca-crew may adjust discount rates, frequency requirements, or program terms with 30 days' notice to active network members.

Non-Transferable: Rewards benefits are tied to the specific membership account and property. Benefits cannot be transferred, sold, or applied to other properties or accounts.

8.5 Program Termination

alpaca-crew may modify or terminate the rewards program at any time with reasonable notice to network members. Active discounts will remain valid through current service commitments or a reasonable transition period not to exceed 60 days.

Part 9: General Provisions

9.1 Confidentiality & Privacy

Client information is protected according to our Privacy Policy and never shared without consent. All service staff receive confidentiality training and are bound by confidentiality obligations.

All data use involving AI-generated reports and algorithmic processing is additionally governed by our Privacy Policy.

Client Responsibility for Sensitive Materials: Clients are solely responsible for securing sensitive documents, valuables, and confidential materials before scheduled service. alpaca-crew assumes no responsibility for documents or materials left accessible during service.

False Claims: Clients agree to indemnify alpaca-crew and its employees for any claims, damages, or legal fees arising from knowingly false accusations of theft, property damage, misconduct, or other wrongdoing against our employees. This provision does not limit clients' rights to pursue legitimate claims made in good faith, nor does it prevent reporting of suspected criminal activity to appropriate authorities. alpaca-crew may pursue legal remedies including defamation claims for malicious false accusations that damage employee reputation or business operations.

9.2 Force Majeure

alpaca-crew is not liable for delays, cancellations, or non-performance caused by events beyond our reasonable control ("Force Majeure Events"), including but not limited to:

Natural Disasters and Weather:

- Earthquakes, floods, fires, hurricanes, tornadoes, severe storms
- Extreme heat, cold, snow, ice, or hazardous weather conditions
- Wildfires, mudslides, tsunamis, or other natural catastrophes

Government Actions and Public Health:

- Government restrictions, orders, regulations, or mandates
- Pandemics, epidemics, or public health emergencies
- Quarantine requirements or shelter-in-place orders

- Declaration of emergency by federal, state, or local authorities

Infrastructure and Technology:

- Power outages, utility failures, telecommunications disruptions
- Internet service interruptions or cybersecurity incidents
- Cyber-attacks, hacking, or malicious technology interference targeting our systems or third-party platforms essential to operations
- Transportation infrastructure failures (road closures, bridge failures)
- Water or gas service interruptions at service locations

Labor and Supply Chain:

- Labor strikes, lockouts, or work stoppages
- Widespread employee illness or unavailability
- Inability to obtain cleaning supplies, equipment, or materials
- Supply chain disruptions preventing service delivery
- Third-party vendor or service provider failures

Civil and Security Events:

- Civil unrest, riots, acts of terrorism, or war
- Government seizure, nationalization, or eminent domain

Other Unforeseen Events:

- Failures of third-party platforms essential to scheduling or operations (e.g., Jobber, payment processors)
- Any other cause beyond alpaca-crew's reasonable control despite prudent business planning

Effects of Force Majeure:**During Force Majeure Events:**

- Services will be rescheduled when conditions allow at no additional cost
- No cancellation fees or penalties will apply
- Performance timelines may be extended for the duration of the event
- alpaca-crew is not liable for consequential damages resulting from delays
- Recurring service discounts remain intact if services resume within reasonable timeframe

Partial Service Completion:

If service is partially completed before a Force Majeure event occurs:

Less Than 50% Completed:

Client may choose:

- Completion of remaining service when conditions allow at no additional charge; or
- Prorated refund for the uncompleted portion based on work actually performed.

More Than 50% Completed:

- Service is considered substantially performed and full payment applies
- Client may request completion of remaining work when conditions allow at no additional charge
- No refunds are provided for substantially completed services

Determining Completion Percentage: alpaca-crew will provide good-faith assessment of completion percentage based on time spent, areas cleaned, and scope completed relative to total service plan.

Notice and Communication:

alpaca-crew will make reasonable efforts to:

- Notify clients as soon as practicable when Force Majeure events affect scheduled services
- Provide updates on service resumption timelines
- Reschedule appointments when conditions permit
- Communicate via email, SMS, or phone as available

Clients acknowledge that during Force Majeure events, communication systems may be impaired, and immediate notice may not be possible.

Limitations and Exclusions:**Force Majeure Does Not Excuse:**

- Payment obligations for services already completed
- Client's duty to provide accurate information or property access under normal conditions
- Obligations to maintain account standing once services resume

Force Majeure Does Not Apply To:

- Financial hardship or economic downturns affecting client's ability to pay
- Client's personal scheduling conflicts or changes in preferences
- Ordinary business challenges or staffing variations within normal operational parameters

Extended Force Majeure (Termination Right):

If Force Majeure conditions persist for more than 90 consecutive days and prevent all service delivery, either party may terminate the service relationship by providing written notice. Upon termination:

- Client receives prorated refund for any prepaid services not yet performed
- All completed services remain payable
- No penalties or cancellation fees apply
- Parties released from further obligations (except payment for completed work)

9.3 Governing Law & Jurisdiction

These Terms are governed by the laws of California. Legal proceedings not subject to arbitration shall be conducted in San Francisco County, California.

All claims must be filed within one year of the date the claim arose or be forever barred.

9.4 Modifications to Terms

alpaca-crew may update these Terms at any time. Changes are effective immediately upon posting on our website. Continued use of services after updates constitutes acceptance. Updated versions take effect concurrently with updates to the Privacy Policy to maintain synchronized compliance across both documents.

For significant changes affecting client rights, alpaca-crew may provide additional notification when feasible.

9.5 Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect.

9.6 Contact Information

For questions regarding these Terms & Conditions:

Email: support@alpaca-crew.com

Address: 548 Market Street, PMB 948619, San Francisco, CA 94104

Phone: (510) 731-6110

