

# Addendum to WindowWorks Terms & Conditions

## 1. Real Estate Agent Agreement

Here at WindowWorks, we value our business arrangements with our real-estate agents. We understand that the industry is fast-paced, stressful, and time sensitive. We work hard to provide high quality, fast-paced, and last-minute services to meet you and your client's unique needs and we ask that in return you respect our needs to operate efficiently and effectively as well. This addendum to the WindowWorks Terms and Conditions serves to outline our specific needs in our relationship with Real Estate related work.

### 1. Acceptance to Terms

**By accepting an estimate**, the client agrees to all the terms and conditions in this agreement. Client also understands that by accepting an estimate, the client agrees to all the terms and conditions set forth in the original document titled **WindowWorks Terms & Conditions**.

## 2. Sole Contractor Acknowledgement

Client understands that WindowWorks is unable to complete work entirely or in our budgeted time when multiple contractors are on-site. Client understands that WindowWorks shall receive sole and priority access to the property on the day of service. This includes full and unincumbered access to the property parking, water spigots, property exterior, property interior, etc. ***Failure to provide sole and priority access to the property on the day of service will result in an 40% of job total rescheduling fee and deferment of service.***

## 3. Services Agreement Acknowledgement

WindowWorks understands that in a fast-paced industry, some things may go over-looked. We ask our real-estate clients to take the time to read our estimates in their entirety.

Client understands that they were sent an itemized list of services and an estimate associated with detailed descriptions of services. When Client accepts an estimate, it is acknowledged that they have read and are agreeing to the terms and services of work. WindowWorks will complete the services that were agreed to and will not be held liable for any additional work due to misunderstandings. Client agrees to read descriptions carefully and to ask any clarifying questions prior to service. If Client requests additional services after the original services are complete that affect quality outcomes of previously completed service because of a misunderstanding of service terms or descriptions, Client will assume the cost to re-perform the

services that must be completed in sequence for the desired result at the original cost of the previous service.

## 4. Payment Terms Addendum

Payment is due upon completion of work unless other arrangements were made between the client and company prior to the service visit. If a different arrangement occurs, this will be documented and signed by both parties.

While we understand that often times a the client of a real-estate client will be fulfilling the invoice, Client understands that WindowWorks still requires a credit card on-file for our protection even when other payment arrangements are made. In this case, the card on file will only be charged if payment is not received within the previously arranged payment window.

***Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 7% or a charge to the card on-file.*** If payment is not received within, ***30 days of past due,*** ***WindowWorks reserves the right to file a civil claim to collect outstanding debt.*** Any legal fees incurred will be added to the unpaid balance of the client. WindowWorks also reserves the right to refuse to continue business with clients who are currently past due or who have been 30+ days past due more than once. This contract is binding.

## 5. Exclusions & Limitations

**(Copied from WindowWorks Terms & Conditions for convenience)**

- *A deposit based on a percentage of the total job cost (often times between 15%-50%) may be required to ensure your place on the schedule. This deposit is non-refundable except for unique situations that are discussed and agreed upon by both parties. **The deposit must be paid to keep your scheduled slot in connection with approving the quote** sent via signature on quote, record of email or text, verbal confirmation .*
- *A \$50 fee will be assessed at our disclosure if the client does not have a proper water source ready when technicians arrive, or if the water pressure is not a consistent pressure of 30 PSI or if water failure occurs. Example of water failure is if the filtration system fails or the water system fails inside your house or well pump stops at no fault to us and the water pressure/stream falls less than 30 PSI. YOU MUST have a water source available*
- *A 50% of job total fee will be assessed if the client cancels within 24 hour notice. A 25% of job total fee will be assessed if the client cancels service within 48-hour notice, or if the company arrives and cannot wash due to steps 1-4 not being completed on the day of service or if there is construction work or other contractors at the property that inhibits service from occurring. (emergency situations are different).*
- *A 30% of job total fee will be assessed if the client reschedules within 24 hours. A 20% of job total fee will be assessed if the client reschedules within 48 hour notice.*
- *A \$45.00 processing fee will be assessed for any returned checks.*