

Table of Contents

1. INTRODUCTION
 1. Acceptance of terms
 2. Description of Binding agreement
 3. Authorizations
 4. Risks & Releases Acknowledgement
 1. Overview
 2. Inspection
 3. Plants/Landscaping
2. Window Cleaning Acknowledgement
 1. House Keeping Items
 2. Tracks
 3. Hard Water and Non-Organic Blemishes
 4. Seal Breaks in Windows
 5. Screens
 6. Window Frames
3. House wash Acknowledgement
 1. House Keeping Items
 2. Oxidation
 3. Weep Holes
 4. Wood or Log Sided Homes
 5. Gutter Cleaning
4. Gutter Cleaning Acknowledgement
 1. Expectations
 2. Debris Management
 3. Gutter Guards
 4. Damaged or Improperly Installed Gutters
5. Pressure/Soft Wash Acknowledgment
 1. House Keeping Items
 2. Drainage
 3. Asphalt
6. Roof wash acknowledgement
 1. House Keeping Items
 2. Roof Treatment
 3. Roof Granular Loss
 4. Roof Wash Touch-ups
7. Day of Service Preparation
8. Exclusions & Limitations
9. Content Release & Use
10. If Any Damage Occurs
11. Payment Terms

WindowWorks Terms & Conditions

1. Introduction

Here at WindowWorks we want all our clients to understand our service expectations. We feel it is important to be fully informed on the services and our expectations. Please fully review and let us know if you have any questions or concerns about any information contained in our agreement. **We will require you to verify that you read and understood the terms and conditions agreement before we commence any work.**

1. Acceptance to Terms

By accepting an estimate, the client agrees to all the terms and conditions in this agreement. You authorize WindowWorks to do the work as specified on the estimate. You release our company from property damage unless negligence or willful misconducts cause it. WindowWorks is not responsible for damage to loose siding, paint, wood, trim or windows that was previously noted as damage or found during the pre-inspection walk through.

2. Description of Binding Agreement

These terms and conditions serve as a binding agreement between the property owner, hereby identified as "client" and WindowWorks and its owners, employees, and subcontractors, hereby identified as "company," for the execution or services in exchange for payment for residential or commercial exterior cleaning services to include pressure washing and non-pressure washing. The services that WindowWorks provide to you are subject to the following terms and we reserve the right to update the terms and conditions any time without notice to you. You can review the Terms and Conditions by clicking on the Terms and conditions links via our website, email communications or any other communications such as estimate or invoice links.

3. Authorizations:

Client agrees to allow company on the property for the purposes of completing cleaning services requested. Client understands that the cleaning service will be completed in the timeframe given during the estimate. Due to unforeseen circumstances such as bad weather, the cleaning service may need to be moved to the next *available* business day. Client understands that the company will do their best to accommodate for a quick reschedule but must work around other scheduled clients and weather. Company also has the permission to visit the property with little or no notice to assess service needs prior to the date of service, as well as to check completion after services have been rendered.

Client agrees to provide company with ADEQUATE PARKING options. If client lives in an area with limited parking, it is client's responsibility to alert the company prior to arrival to make arrangements or block out spaces the day before (at least 2 vehicle lengths) adjacent to the home (cannot run hoses across the street). If technicians arrive on-site and are not provided adequate parking, client will be charged a rescheduling/cancellation fee.

Client agrees to allow the company to utilize their residential water source via outdoor spigot, which will be turned on and easily accessible on the date of service. *If on well water, or if in an area with low water pressure or volume, the client agrees to inform the company and will avoid using any water during the cleaning service.* If a client's water source is not sufficient for cleaning service, they must inform the company. WindowWorks does not hook up to the homeowner's power as our equipment is powered by our own systems or ran on gasoline. We only hookup to your home's spigot for water and the only item to be touched by the crew members. Crew members are to inspect any spigot before cleaning to ensure there is no damage to the area and inspection after. Clients must inform the company of any concerns with leaking spigots to avoid any flooding on interior or exterior or property. If a client has a water meter system on a spigot, they must inform company so preparations can be made. Per their required training, they must take before and after photos. WindowWorks will not be held accountable for previously damaged spigots. Clients will be informed of any previously noted damage. WindowWorks will not be held accountable for any issues within or outside the home that are not related to the cleaning service. We CANNOT complete any washing service at your property if you have construction or home projects going on. Crews CANNOT work around construction or other contractors. If you plan on doing construction or having other contractors on-site, please do not schedule a washing service around it. If we arrive at property and construction is happening or other contractors are present, we will assess our cancellation/reschedule fee.

4. Risks and Releases of Liability Acknowledgement

- **Overview**

WindowWorks technicians are well trained in the equipment used in the cleaning industry and take extreme precautions to make sure the company does not cause harm to your investment. WindowWorks uses safe techniques with the use of low pressure on delicate surfaces such as siding. However, damage can still occur to any delicate surface due to poor maintenance, neglect to the property and or low-grade building materials. Routine maintenance per manufacturer's recommendations on the home's surfaces, should be implemented by homeowners to avoid any potential defects. Prior to washing the home any areas of concern need to be addressed by the homeowner to insure a watertight seal. This will prevent damage from occurring. The homeowner assumes all the risks and takes responsibility for any damage that occurs due to improper maintenance.

- **Inspection**

On the date of service, the company will note any pre-existing damage on the field hand checklist sheet with the client and have them sign. If client is unable to sign at time of noted damage, the company will note the absence on the field hand check list sheet and take photos of noted damage. Homeowners will have to sign off on the checklist sheet to note they have been informed of any damage once work is complete. If the homeowner is unavailable at time of completion, the office manager will notify the client of any damage before work along with supporting documentation. If any new damage is found during the cleaning process, the

company will cease all cleaning efforts until the client can see the damage and acknowledge its existence.

- Plants/ Landscaping

Client understands that the company has set procedures to ensure plant life around the area of cleaning is protected. Client understands that their wash could be scheduled during midday sun and there could be potential for leaf burn as water can get on and around the plant during the cleaning process. If any issues arise with plant life around the area of cleaning, the company will evaluate to see if plant life suffered from leaf burn and will recover or if it has been killed. Company will then determine plan of action after evaluation of plant life

2. Window Cleaning Acknowledgement

1. House Keeping Items

YOU MUST have a water spigot available. WE CANNOT hook up to a water faucet, it must be a direct line for exterior window cleaning.

2. Tracks

Client understands that it is extremely time intensive to completely clean window tracks and often times requires the window to be disassembled in order to properly deep clean tracks. For this reason, WindowWorks has a separate deep track cleaning service that does not come with standard window cleaning. WindowWorks technicians will do their best to wipe debris out of tracks during service but some debris will be left on the edges of the tracks. Cleaning of tracks that are exposed when the window is open is also not included in the basic window cleaning package. Our premium window cleaning package does include a wipe-down of tracks exposed when the window is open.

3. Hard Water and Non-Organic Blemishes

Window glass is a porous surface and is susceptible to hard water mineral staining, paint overspray, etc. Client understands that these blemishes and non-organic buildups will not be removed by standard or premium window cleaning packages. Hard water removal and non-organic buildups including paint overspray can be removed through various means such as resurfacing the glass or carefully scraping glass with a razor blade but these processes are time intensive and will require Scratch Waivers to be signed.

Example of hard water staining on glass:



4. Seal Breaks in Windows

Most modern windows have seals that protect a gaseous insulating layer between the two panes. If window seals break, the gaseous layer evacuates the seal and can result in moisture, organic growth, a rainbow-like hue, and/or what appears to be etching on the glass. This is normal in the PNW and is a result of neglect, exposure to UV, damage to the window frames, etc. THERE IS NO WAY TO FIX SEAL BREAKS. The glass must be replaced. Client understands that even if seal breaks are responsible for windows appearing dirty, WindowWorks cannot rectify the root cause of the issue. Client understands that even if the seal break appears worse after window cleaning or house washing, WindowWorks is not responsible for the seal break.

Example of seal break in glass:



5. Screens

Client understands that WindowWorks is NOT responsible for any screens that are damaged during the removal process. Screens are often times built too large for windows, made from low quality material, and incur damage from neglect, weathering, UV radiation, etc. that leaves pieces brittle and breakable. If client is worried about screens being damaged during the removal process, client is encouraged to remove the screens prior to service date.

Client also understands that screen cleaning is not included in standard window cleaning packages. A dusting of the screens is included but often times is not sufficient to clean a screen that has a large buildup of dust and algae. The Deep Screen Cleaning service is available for an additional cost.

6. Window Frames

Client understands that the cleaning of window frames is not included in a standard window cleaning packages. Frame cleaning is included in the premium window cleaning package. Client understands that the framing is defined by the framing encompassing the glass and not the wood trim surrounding the window. If client requires these areas to be cleaned, prior arrangements must be made.

3. House Wash Acknowledgement

1. House Keeping Items

YOU MUST have a water spigot available. WE CANNOT hook up to a water faucet, it must be a direct line.

Example of valid water spigot: Has threads for outdoor water hose.



Example of a water faucet: (WE CANNOT USE)



Clients must advise the company of any concerns with their water source such as being on a shallow well or a point. We need adequate pressure and consistent water flow for our equipment. We will need to properly price and prepare for a home with poor or inadequate water. We cannot pull water from a pool, pond, lake or other sources of water.

Client understands that he or she must have property prepared and ready for washing. (Client Checklist). Our crew will cover any sensitive fixtures or outlets. If you do not have covers for your outside electrical outlets or fixtures, we require that all *outside* electrical outlets and fixtures are shut off by the main breaker before arrival to complete washing service as an additional precaution.

Client also understands if we do a site unseen estimate based on provided photos or use of Eagle view software, google maps or other local listed information, that we will not be able to note any flaws in exterior surfaces. If we do a site unseen estimate, the client understands we are not liable for any unacknowledged flaw and will do our best to point this out at the date of cleaning prior to commencement of washing. If you have rust stains, soot stains, grease stains or a stain from man-made reasons, these will not come out with a regular house wash.

2. Oxidation Section

Client understands that any blemish or flaw or any existing oxidation will be more noticeable after cleaning. Homes that have not been maintained or has contact sun exposure will be susceptible to oxidation. *Signs of oxidation are as follows: chalky white powder on siding and the clear luster removed. Please understand if your home suffers from oxidation, you may see this difference after a cleaning. When a home is covered with debris, those blemishes may not stand out as much as it would be after it has been cleaned.* Most of the time those issues are pointed out to the client during estimate inspection or during the cleaning process. Client understands that company may not find every flaw and is not liable if it is more noticeable after wash unless it is found to be of negligence on company end. Client understands we do provide an added optional cleaning service for oxidation removal and this is an added cost. This service is vastly different from a basic house wash.

Examples of oxidation: Faded, chalky film, break down of layers of protective coating.



3. Weep Holes

Client also understands that our cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage to the siding. Client understands that if their home is severely covered in grime that they could potentially have issues with weep holes (vinyl siding). If you notice a faint rusty color on your siding, there is no need for alarm. If you have vinyl siding, you have something called weep holes. These holes are made by the manufactures to allow ventilation and allow any condensation to drain out. With that said,

these holes make a nice little home for bugs. Debris and dirt get up inside the holes and behind the siding. When we do the wash, our solution pulls the dirt and debris, sometimes left-over water and bug juices drain from these holes after we complete the wash as it goes through the drying process. *The rust color/ light faint colors you see are bug feces, debris, mold etc. We see this occur on sections of siding that had the heaviest buildup.* This will come off with the morning dew, garden hose or rain. **It is not a stain and it is not permanent.** Typically, anyone that calls regarding this usually see a huge difference after the morning dew. If the weep hole runs are heavy, we will return to do a full rinse down after a visual inspection.

PHOTO EXAMPLES OF WEEP HOLE DRIPS:(EASILY REMOVED WITH A RINSE)



4. Wood or Log Sided Houses

Clients understand that wood or log sided houses require special attention and needs. Certain wood materials such as cedar require special cleaners. To prevent any damage or issue with the wood, it is important to use the proper cleaning solutions and techniques. These homes require more in-depth evaluation in its current condition and client's expectations. We provide basic wash and stain or paint preparation washes. Client understands our wood expert technicians will do a thorough evaluation with you to review the proper program for optimal results around your desired needs. Client understands that our wash may break down old stain, paint or sealer that has been applied on the home in all or some areas due to the degrading strength of the stain over time. Lightening or graying of wood may still apply even after our wash.

5. Gutter Cleaning

Client understands that only the exterior gutters are cleaned for a house wash service. If a client wants the interior gutters cleaned, this is considered and added service. Interior gutter cleaning will be priced appropriately at time of gutter cleaning request.

4. Roof Wash Acknowledgement

1. House Keeping Items

YOU MUST have a water spigot available. WE CANNOT hook up to a water faucet, it must be a direct line. See above images in the house wash section.

2. Roof Wash

When the company completes a soft wash roof wash service, the client understands that all roofs react to our solution differently and **results will vary**. Our solution is **guaranteed** to completely kill any damaging growths such as algae, moss, or lichen. Client understands that the roof will show results of a cleaning but in some instances, it may take more time to completely remove the dead growths. This happens due to many factors such as age of roof, type of shingle, location, and the amount of buildup.

Client understands that we **do not** pull or force growths off from roof material as it could cause damage. If a client is insistent on having moss heads forcibly pulled from the roof, they must sign a waiver stating they release all liability to WindowWorks for any damage and that they void the soft wash method. Client understands that this could also void their warranty with the roofing manufacturer. Therefore, we do not use any other method than soft washing when washing roofs.

Examples of various roof infections:

Algae, Moss, Mold & Lichen



3. Roof Granular Loss

Client understands that roofs over time have granular loss which is normal breakdown. Granular loss occurs more when it is infected with organic matter which diminishes roof life faster. Client understands that moss and lichen eat through the roofing material faster than algae and there is potential for more significant granular loss in those areas. Client understands that after a roof cleaning, you may see these areas of granular loss clearer than before because there is no longer organic matter hiding it. There is nothing you can do to avoid granular loss after an infection other than monitor the life of the shingle. Client also understands that our

cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage to the roof.

Example of Shingle with high grade granular loss:



Example of Moss, creating underlying granular loss:



4. Touch Ups on roofs:

Client understands that the company may have to return to complete touch ups. It is understood that there is potential to have some light brown areas that remain after treatment on heavy patches of algae. These light brown areas are dead algae which before treatment were black streaks. If this occurs, the client understands it will take some time for the remaining dead algae to come off with assistance of natural elements such as sun exposure and rain. We request clients wait 8 to 12 weeks for the brown areas to fade. If after 8 to 12 weeks, the brown areas remain, we request you contact us immediately so we can physically view the area to appropriately determine the next step.

If the roof has moss or lichen growth it will take some time for those to completely fall off. Since we do not use high pressure, we let our solution do the work. If the growth is deep into the shingle, it will take time for it to remove. Those growths will turn white when treated with our solution. The client understands that the growths will dry out and fall off as the natural elements such as wind and rain assist with the removal process. If after 8 to 12 weeks, the

growth remains, we request that the client reaches out to the company. We will then do an onsite assessment to determine the next step.

Touch ups are determined after a 6-8-week mark which allows the proper time to determine if a reapplication of solution is necessary to completely remove the organic matter. **Touch ups are not charged to the client** if it has been determined that a second reapplication of solution is necessary for proper treatment on initial quote.

5. Gutter Cleaning Acknowledgement

1. Expectations

Client understands that the purpose for gutter cleaning is to ensure a clear passage for water to flow through gutters without obstruction. Perfectly clean gutters is not the goal unless specifically requested. Client acknowledges that there may be leftover small pieces of debris or needles or standing water resulting from poorly installed or damaged gutters.

Client understands that WindowWorks gutter cleaning methods change based on the weather/condition of the gutters. Technicians may hand clean or blow out using a leaf blower. Any overspray will be rinsed from the siding.

2. Debris Management

Client is responsible for providing a dump site for the gutter debris (yard waste bin, specific area, etc.). WindowWorks does not remove debris from jobsite unless prior arrangements were made.

WindowWorks does its best to remove large debris from planting areas but some needles may be impossible to completely remove. Client understands that WindowWorks technicians do their best to leave the jobsite in tidy conditions.

Client understands that during the storm seasons, gutters can fill up fast with debris. WindowWorks is not responsible for storm fall filling the gutters soon after a gutter cleaning service is completed.

3. Gutter Guards

Client understands that WindowWorks does not service gutters with guards of any kind unless prior arrangements are made. If WindowWorks is not made aware of gutter guards at the time of scheduling or before, WindowWorks will blow debris off of the roof and off of the top of the guards and customer will be charged the original price of the gutter clean.

WindowWorks does not recommend gutter guards of any type for gutters in the PNW due to clogging from fine particles that fall with more frequency in this climate, namely pine needles. If

client wishes to remove the gutter guards and sign up for a maintenance plan, an arrangement can be made to remove the guards at an added cost.

4. Damaged or Improperly Installed Gutters

Client understands that gutters that have been damaged or improperly installed may not drain water properly and result in overflow even when cleaned of debris. WindowWorks technicians do their best to identify these issues at the time of service but will not be held responsible if the overflow continues in these sections. WindowWorks does offer basic gutter repair for an additional cost.

6. Pressure/Soft Wash Acknowledgement

1. House Keeping Items

YOU MUST have a water spigot available. WE CANNOT hook up to a water faucet, it must be a direct line. See above images in the house wash section.

2. Drainage

Client understands that WindowWorks utilizes high volume pressure washer machines that require target area to have effective drainage. It is extremely difficult to determine whether an area has poor drainage at the time of estimate. If an area has poor drainage, WindowWorks technicians will explain the situation to client before resuming work. An added fee will be applied to jobs that require pumping water from an area of poor drainage and after cleaning, the area may have a section with standing water/mud. Customer will be responsible for rinsing the area of loose debris after it dries.

WindowWorks is not responsible for water intrusion in areas of poor drainage.

3. Asphalt

Client acknowledges that there is a risk etching and damage to pressure washing asphalt. WindowWorks only recommends pressure washing asphalt prior to sealcoating. By hiring WindowWorks to pressure wash asphalt, client assumes the risk of etching damage to the asphalt.

7. On the Day of Service:

Property must be prepared for services 4-6 hours prior to. Staff can get ahead of schedule and can show up early. Due to this, we request your property be prepared in advance.

- Please have a water spigot activated and accessible. Your water must have a steady pressure of 30 PSI. We **cannot** connect to a water faucet; it must be a direct line for optimal pressure.
- Please have all windows and doors shut tightly
- Please ensure you shut off all outside electrical outlets and fixtures at the breaker box prior to arrival unless you have outdoor electrical box covers.
- **You must remove screens if you are having windows cleaned with our purified water fed pole system.** If you have heavy debris between window and screen, please remove or lift screen for better rinsing between windows.
- Please have all pets inside before and during cleaning.
- Please avoid using water during cleaning service to ensure no loss of pressure or volume.

While the company has implemented procedures and processes to cover electrical outlets, we suggest the client shut off power to all exterior outlets that are not covered with exterior covers.

8. Exclusions & Limitations:

- *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.*
- *If water intrusion occurs, the company will not be held responsible. We make every effort to prevent this but due to unavoidable issues such as bad seals around windows and doors and cracks in concrete foundations.*

- *Notify the company if there are any surfaces on or near the home that cannot have any form of our cleaning solution on them. If we are failed to be notified of this, the company is not responsible for any ill effect on any surfaces.*

9. Content Release & Use

Client agrees to allow WindowWorks to utilize any photos, videos, reviews, or descriptions of the property in the context of advertising for the company. Clients must inform the company prior to services if they do not wish to have content utilized. The company will use these photos, videos, or descriptions without any compensation to the client. The media will be solely used for advertising and training purposes. The client agrees not to seek punitive action in a civil court or law regarding the use of the above media. ***We will not include sensitive information such as addresses or names.*** If the client agrees to allow the company to display a sign for marketing on their property, it will remain in effect for no more than seven days.

10. If Any Damage Occurs

WindowWorks will be obligated under our terms and conditions for any damage that was a direct result of operator error, negligence, or willful misconduct. Damages must be discovered and reported to WindowWorks *within 3 days of completion of service*. The company will be allowed 30 calendar days from the date of written receipt to inspect the premises and have the sole option in repairing or contracting repair to any damages that was result of negligence.

11. Payment Terms

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. All residential customers are required to have an active card on file. If customer wishes to pay by check or ACH transfer, prior arrangements must be made. If no arrangements are made, WindowWorks will charge the card on file after work has been completed. If paying in cash, arrangements must be made in prior to job and be approved by the owner. ***Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 7%.*** 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.

If client and company have a net 30 days' payment schedule, client must have payment submitted to company by 30-day grace period. ***Any invoice or scheduled payment that is past due 30 days after date of agreement, is subject to a 7% late fee.*** If payment is not received within, ***60 days of past due, WindowWorks reserves the right to file a civil claim and collect outstanding debt.*** Any legal fees incurred will be added to unpaid balance of the client.

WindowWorks also reserves the right to refuse to continue business with a client who is currently past due, or who has been 60+ days past due more than once. This contract is binding.