

Tanner Manor Pressure and Soft Washing

Customer Contract

This Customer Contract (the "Contract"), by and between Tanner Manor Pressure and Soft Washing ("Company") and Client, sometimes referred to herein collectively as the "Parties", is made effective the moment that Client accepts Company's proposal or estimate.

WHEREAS, Company wishes for Client to understand Company's expectations in exchange for the services Company provides;

WHEREAS, Company wishes to provide residential and commercial exterior cleaning services, such as pressure washing, soft washing, roof cleaning, deck cleaning, and gutter cleaning services to Client in accordance with the terms of this Contract.

WHEREAS, Client wishes for Company to perform the aforementioned services at Client's property in accordance with the terms of this Contract.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) Legally Binding Agreement:

By signing a contract with the Company, Client is signing a legally binding contract for work to be completed at an agreed-upon price. In the event that Client breaks this contract, all deposits made to the Company shall be surrendered as damages.

2) Payments:

Payments to Company may be paid by cash, checks, zelle at <zelle@thetannermanor.com>, or most major credit cards. A payment will be considered late after a period of 14 days following the billed invoice and subject to a 7% late fee. After 30 days the payment will be considered delinquent and the Client agrees to pay any collection cost incurred by the Company related to the collection process of outstanding balances.

- One-time projects: A deposit of 25% of the estimate is due prior to beginning work, once work begins the deposit is no longer refundable, the remaining balance of the project, and any adjustments made either due to scope change or unforeseen expense, is due at the completion of the project.
- Recurring projects: Payments to Company are due within 7 days of the billed invoice. After 30 days no further work will be performed until the account is brought back into good standing and a deposit of \$100 or 75% of the highest project costs, whichever is greater, is on hold which will be applied to the final project.

3) Term:

This Contract shall remain in effect indefinitely for all work completed until the execution of a subsequent mutually agreed-upon Contract. Upon the execution of a new Contract, this agreement shall apply solely to work completed prior to the commencement date of the new Contract.

4) Product Warranties:

All warranties are limited to those offered by the manufacturers of the products used. Company makes no additional warranties. If Client ever has a concern regarding our work, Company should be notified immediately.

5) Access:

Client agrees to provide the Company the right to access the property in order to inspect and clean.

6) Water Usage:

Client agrees to provide the Company the right to use an on-site water supply as needed to complete the stated project without compensation. It is the Client's responsibility to make sure the water supply is on and in working order before we arrive. In the event on-site water is not available or of insufficient flow the Client is responsible for notifying Company prior to cleaning and the costs incurred in using an external source; including but not limited to hookup, usage cost, and transportation.

7) Electrical Usage:

Client agrees to provide the Company the right to use an on-site source of electricity as needed to complete the stated project without compensation. In the event on-site electricity is not available, the Client is responsible for costs incurred by using an external source; including but not limited to hookup, usage cost, and equipment transportation.

8) Wood Color and Tone Concerns:

Client agrees that Company is not responsible for the final color or tone of Client approved stain. Company will attempt to represent the final finished color and tone as best as possible; however some variance in the overall finish must be expected.

Final tone and color can be greatly affected by the species of wood, age, and exposure to weather. These variances may occur on individual boards as well as the total project, as densities and other characteristics vary across and throughout the wood.

9) Courtesy:

While Company is on location and performing work, Client is responsible for keeping all children, pets, and all other individuals at least 15 feet per story away from the work area. Children and pets must be kept off the work surface for at least 24 hours after our work is completed. This is for Client safety as well as our own.

10) Weather & Scheduling:

Client agrees that the project's schedule may need to be adjusted due to inclement weather. Scheduling in a business whose productivity relies upon the weather can be difficult; Company will try our best to keep scheduling conflicts to a minimum, however, circumstances that are beyond our control may affect Client project start and completion dates. We will be in contact with Client regarding any changes we need to make to the schedule.

11) Removal & Replacement of Furniture:

Removal and replacement of grills, deck furniture, planters and any other items are the responsibility of the Client. Should the Company need to remove items from the we will not be responsible for any damage, breakage or for storage issues. An additional charge may be applied for the time and labor devoted to the removal and replacement of these items.

12) Damages:

Company is not responsible for damages due to improperly or out of repair installed siding, loose shingles or siding, broken or opened windows, improperly or out of repair sealed windows and doors, wood rot, defective construction, improperly or out of repair secured wires, improperly or out of repair installed electrical outlets and their covers, improperly or out of repair installed gutters, and improper caulking. Company will not be responsible for loose mortar that may dislodge during the cleaning process. The Company will not be responsible for plants that become shocked or damaged by chemicals needed to clean the surfaces of the property properly. The Client is responsible for covering any plants that are sensitive to chemicals and/or over watering. It is always recommended that plants and grass be watered both before and after pressure washing services are performed. Occasionally, paint will come off the gutter exteriors during cleaning due to oxidation and/or organic matter having eaten completely through the paint. Company is not at fault in this case as there is no way to tell which gutters this will happen to. Company is not responsible for paint runs or fading; it is the Clients responsibility to understand the type of paint on their property.

13) Watertight:

Company expects Client property to be in good repair and weathertight. This includes, but is not limited to, all electrical services including receptacles and light fixtures, doors, garage doors, windows, siding, and roofing. Company is not responsible for damages as a result of water infiltration from poor or improper installation, maintenance, or repair of electrical-related items, doors, garage doors, windows, siding, or roofing. Company suggests the Client utilize their property's breaker box to shut off power to any and all exterior outlets, light fixtures, or any other electrically powered features. This is especially important to outlets that are not covered with exterior covers

14) Oxidation:

In every aluminum siding case and in some cases with vinyl siding, the sun and weather will bleach the color or cause fading. Power washing, which entails the removal of chalky, gritty, or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. Company will not be responsible for such conditions. Any exterior aluminum has a dark oxidation that comes with aging. Even when these surfaces are cleaned, this oxidation will be removable at times and non-removable at others. Company offers no guarantee or price reduction in this case.

15) Stains:

Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stains and paints are examples of materials that cannot be removed by conventional means. We make every attempt to point these areas out to the Client when quoting the project. Sometimes these stains can be reduced or lightened however some cannot be removed at all.

16) Remnants:

The Client understands that not all remnants can be removed due to the potential sub-surface damage or the inability to address the source of the problem. These include but are not limited to: vine remnants, weep hole runs due to the build up behind it, and window spotting.

17) Concrete:

The appearance of concrete depends on a number of factors most linked to when the concrete was initially poured and cured. When concrete with dirt, mold, mildew, algae and other pollutants and stains is cleaned, the concrete will then reveal any and all imperfections that the pollutants and stains have covered up. The Client understands that not all concrete will look the same even on the same driveway, patio, sidewalk, or concrete slab.

18) Media Content Release & Use:

Client agrees to allow the Company 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. If any damage not at fault of mother nature occurs, the Client will be charged the retail cost of the sign. Clients must express that they do not want us to utilize any of the above via a written form by letter, text or email which will be saved to the Client profile.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

JURISDICTION. This Agreement shall be governed by the laws of the State of Georgia. In the event of a dispute, legal action, filings, mediation, arbitration, and/or litigation, the proper venue and jurisdiction shall be Georgia.

NO WAIVER OF BREACH The failure to enforce any provision of this Contract shall not be construed as a waiver of any such provision, nor prevent a Party thereafter from enforcing the provision or any other provision of this Contract. The rights granted the Parties are cumulative, and the election of one shall not constitute a waiver of such Party's right to assert all other legal and equitable remedies available under the circumstances.

Indemnification. Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement, and/or willful misconduct or negligence.

IN WITNESS WHEREOF, this Contract is made effective the moment that Client accepts Company's proposal or estimate.

Print Name: _____

Signature: _____

Date: _____