



PRESSURE WASHING (EXTERIOR CLEANING SERVICES) RESIDENTIAL SERVICE AGREEMENT

This Service Contractor Agreement (the "Agreement") is made and effective as of _____ ("Effective Date") by and between PowerBros ATL LLC, a Georgia Limited Liability Company (the "Contractor") and _____, an individual (the "Owner" "Client" "Customer"). The Contractor and the Owner may be referred to individually as a "Party" or collectively as the "Parties."

1. **Legally Binding Agreement:** By signing a contract with the Contractor, you are signing a legally binding contract for work to be completed at an agreed upon price, for the execution or services in exchange for payment for residential exterior cleaning services to include pressure washing and non-pressure washing/cleaning. In the event that you break this contract, all deposits made to the company shall be surrendered as damages. The services that the Contractor provides to you are subject to the following terms and we reserve the right to update the terms and conditions without notice to you. You can review the terms and conditions by clicking on the Terms and conditions link via our website, email communications, or any other communications such as estimates or invoices.
2. **Authorizations:** The Owner or his/her agent agrees to allow Company on the property for the purposes of cleaning services. Client understands that there is no set timeframe for the completion of services and several visits to the property may be required. 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. This includes access to the site when the Owner or his/her agents are not present.
3. **Water Usage:** By signing this agreement, you agree to provide the Contractor the right to use an on-site water supply as needed to complete the stated project without compensation. If an exterior water supply is required it will be at an additional charge. It is the Customer's responsibility to make sure the water supply is on and working before we arrive. Additional charges will be applied if water is not available.
4. **General Courtesy and Your Safety:** While the Contractor is on location on your property, you are responsible for keeping all children and pets, as well as other individuals away from the work area. *Children and pets must be kept off work surface for at least 24 hours after our work is complete.* **We also ask that all vehicles and obstructions be removed from the area in which we are servicing.** This is for your safety as well as our own.
5. **Damages:** PowerBros ATL LLC is not responsible for damages due to improperly installed siding, loose shingles, or siding, broken or open windows, improperly sealed windows, wood rot, defective construction, improperly secured wires, aging concrete, loose or improperly installed gutters and leaders, and improper caulking. In every aluminum siding case, and in some cases in vinyl siding, the sun and weather will bleach the color and cause it to fade. Power washing, which entails removal of chalky, gritty of failing surface materials, may cause the faded aspects of the vinyl, concrete or aluminum to stand out. The Contractor will not be responsible for such conditions. The Contractor will not be responsible for loose mortar/concrete that may dislodge during the cleaning process. The Contractor is not responsible for preexisting damage or existing damage exacerbated by the cleaning process. If any damage occurs during service, we will promptly alert the owner. Any damages discovered must be reported to PowerBros ATL LLC within five (5) days of completion of service.
6. **Stains:** Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stain and paint are examples of materials that cannot be removed by conventional means. We make ever attempt to point out these areas out to the customers when quoting the project. Sometimes, these stains cannot be removed at all.
7. **Condition of Property:** The Contractor expects your property to be in good repair and weathertight. This includes, but is not limited to all electrical service including receptacles and light fixtures. Doors and windows shall also be weathertight. The Contractor is not responsible for damages as a result of water infiltration from poor or improper installation, maintenance or repair of electrical related items or doors or windows. The Contractor cannot guarantee removal of artillery fungus from exterior house surfaces.
8. **Windows:** Windows may become water spotted as a result of our services. Window cleaning is NOT included.
9. **Content Release and Use:** The Owner agrees to allow the Contractor to utilize any photos, videos, reviews or descriptions of the property in the context of advertising for the company. The contractor 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 Owner 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 Owner 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 fault of mother nature occurs, the client will be charged the retail cost of the sign.



10. **Credit Card Information & Security:** For your convenience, we may collect and store payment information in advance of your service. The Contractor uses industry standard security procedures for safeguarding your information and remains in compliance with the current PCI guidelines.
11. **Payment Terms:** Payment is due immediately upon completion of work unless other arrangements were made between the Owner and Contractor. If a different arrangement occurs, this will be documented and signed by both parties in advance of work being completed. We accept forms of payment to include cash, major credit/debit card or check. 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 20% late fee. If payment is not received within 60 days past due, PowerBros ATL LLC 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. PowerBros ATL LLC 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.
12. **100% Satisfaction Guarantee:** If for any reason you are not satisfied with our services, we will offer a complete refund of the service or return to the site to recomplete services. The Owner has five business days to file a claim on our website located at: www.powerbrosatl.com/100 pursuant to our Guarantee. Claims filed after five business days will be issued at the discretion of the manager on duty. Cancellation fees, late payment fees, water delivery fees and out of service area fees are not eligible under this promotion.
13. **Cancellations:** If for any reason, you would prefer for us to reschedule your appointment, please let us know 24 hours prior to your scheduled appointment. Failure to notify us prior will result in a \$25 penalty being charged against your credit card on file or be billed directly to you.
14. **Scheduling:** Scheduling, in a business in which productivity relies upon the weather, can be difficult. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum, however circumstances that are beyond our control may affect your project start and completion dates. You will be notified of any changes.
15. **CAN-SPAM, GDPR, Telephone Consumer Protection Act (TCPA):** By entering this agreement you provide explicit consent to be contacted by PowerBros ATL LLC and/or its representatives. This includes through email, telephone, SMS text messages, mailed material and all other reasonable means used to communicate with you. PowerBros ATL LLC respects your right to privacy and you can opt out at any time. It may take up to 14 business days to process your request. You consent for us to store information required in servicing you including but not limited to: Names, email addresses, physical addresses, telephone numbers, photos of your property, signed agreements, quotes, artistic mockups, payment information, service history and information obtained about you. You consent to receive notifications through automated systems. Use of our service is subject to the PowerBros ATL LLC privacy policy located at www.powerbrosatl.com/tos
16. **Force Majeure:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
17. **Severability:** If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

At Power Bros ATL, 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 this agreement and let us know if you have any questions or concerns about any information contained in our agreement. We require you to verify that you read and understood the terms and conditions agreement before we commence any work. We sincerely appreciate your business and look forward to serving you.

Acceptance to Terms

By accepting an estimate, the Owner agrees to all the terms and conditions in this agreement. You authorize PowerBros ATL LLC to do the work as specified on the estimate. You release our company from property damage unless it is caused by negligence or willful misconducts.