Home Care Pressure Cleaning, LLC

Quotation, Services, and Privacy Agreement

Home Care Pressure Cleaning, LLC

https://homecarepressurecleaning.com

Contact@homecarepressurecleaning.com

(772) 529-1036

Date of Service: Included in estimate

Scope of Work/Description of Work: Included in Estimate / Quote

Estimated Cost for Services: Included in Estimate / Quote

Terms and Conditions:

This is a quotation on the above-named services, subject to the terms and conditions specified below:

By accepting this Home Care Pressure Cleaning, LLC Quotation and Services Agreement (the “Agreement”), I, the undersigned, on behalf of the property Owner or Customer (collectively, and individually, the “Customer”) fully understand and agree as it relates to the scope of services being performed, rights and obligations by and between the parties, and the documentation, information, materials, and brochures, as applicable, that have been forwarded to me.

1) Legally Binding Agreement: By signing this Agreement with Home Care Pressure Cleaning, LLC, you are signing a legally binding agreement for work to be completed at the actual costs of the services to be performed. The above-referenced quotation is just an estimate of charges or costs to complete the services, and the actual costs to complete the services may be higher or lower. In the event that you breach this Agreement, all deposits and payments made to Home Care Pressure Cleaning, LLC to date shall be surrendered in full to Home Care Pressure Cleaning, LLC as a part of damages, and Home Care Pressure Cleaning, LLC may pursue any other rights or claims it may have in a court of competent jurisdiction.

2) Our Satisfaction Guarantee: We guarantee our service and promise to return within the next 7 days for a re-clean. If there's any spot we might have missed, please contact us within the next 7 days, and we'll ensure it's taken care of promptly

Product Warranties: All warranties are limited to those offered by the manufacturers of the products used. Home Care Pressure Cleaning, LLC makes no additional warranties, including, but not limited to, implied warranties, warranties of merchantability, warranties of fitness for a particular purpose, warranties of title, or any extended warranties. If you ever have a concern regarding our work and/or services performed, Home Care Pressure Cleaning, LLC should be notified immediately, so we may help assist rectify the problem.

3) Water Usage: By signing this Agreement, you agree to provide Home Care Pressure Cleaning, LLC the right to use an on-site water supply, as needed, to complete the above-referenced services without compensation by Home Care Pressure Cleaning, LLC. If an off-site water supply is required to be provided by Home Care Pressure Cleaning, LLC, then it will be provided at an additional charge to the Customer. Failure to provide an on-site water supply when the scheduled work is to be completed will result in a one hundred and twenty-five dollar ($125) fee assessed per tank full of our equipment’s capacity.

4) Courtesy: While Home Care Pressure Cleaning, LLC is on location and performing work on your property, you are responsible for keeping all children and pets, as well as other individuals, away from the work area.

5) Payments: Payments to Home Care Pressure Cleaning, LLC are due as per the contract schedule and are to be paid by check, credit card, or cash. All balances are always due upon completion of the work or services unless otherwise stated in the invoice. Any deviations from this policy must be agreed upon in advance by the parties and shall be in writing as an amendment to this Agreement. A late charge of Twenty-Five Percent and No less than One Hundred Dollars ($100.00) will be immediately assessed on all balances not paid in accordance with this Agreement. In addition, Home Care Pressure Cleaning, LLC is entitled to interest at the rate of eight percent (8%) per annum for any unpaid balances not paid in full at the time of services.

After 60-Consecutive Days of an outstanding invoice; contractor’s lien and/or judgment filings will commence. The Customer/Owner of the property will be responsible for all costs including but not limited to legal, filing, and attorney fees. As well as any costs thereafter including but not limited to, collecting, garnishing or foreclosing on the lien.

6) Vehicles: Home Care Pressure Cleaning, LLC is not responsible for damage to any cars, RV’s, motorcycles, boats, or any other vehicles inside or near the work area. Please have all vehicles out of the driveway or parking spots inside or near the working area.

7) Removal & Replacement of Deck & Patio Contents: Removal and replacement of grills, furniture, planters, and other deck and patio contents, and any other items are the responsibility of the Customer. Should we need to remove items from the deck or patio, as applicable, we will not be responsible for any damage or breakage. An additional charge may be applied for time at the desecration of Home Care Pressure Cleanings, LLC and labor devoted to the removal of these items. Additional charges are billed at a rate of One hundred Twenty-Five Dollars ($125) per hour.

8) Damages: Home Care Pressure Cleaning, LLC is not responsible for swelling, shrinking, discoloration or any other alteration of doors that can absorb or retain water, chemicals, and acids from the cleaning processes. Home Care Pressure Cleaning, LLC is not responsible for damages, stains, discolorations, degradation to Windows including glass, Plexiglas, and any other material. Home Care Pressure Cleaning, LLC is not responsible for damages due to improperly installed or loose siding, shingles or other roofing materials, broken or opened windows, improperly sealed windows and doors, wood rot, defective construction, improperly secured wires, loose or improperly installed gutters and leaders, and improper caulking. Home Care Pressure Cleaning, LLC is not responsible for damages to window screens, enclosure screens, sliding screens and other screens during the cleaning, removal, replacement or washing process. Home Care Pressure Cleaning, LLC is not responsible for any leaks due to faulty seals on doors or windows, failing or failed roof components, or for any pre-existing conditions and damages associated with such doors or windows or roof components. Further, Customer agrees to disclose these faulty seals, cracks, or other damaged areas relative to doors or windows to Home Care Pressure Cleaning, LLC prior to services being performed. Home Care Pressure Cleaning, LLC assumes no liability or responsibility whatsoever for these conditions.

Decorations: We emphasize the importance of removing all decorations, including wall decor and statues, prior to the scheduled cleaning. While we assume that all decorations are firmly attached to their respective surfaces, we explicitly state that we are not liable for any damages resulting from the dislodging, falling, or displacement of these items during the pressure cleaning process. Our equipment may exert pressures exceeding 4000 psi, which could potentially affect the stability of loosely attached decorations. Clients are strongly advised to ensure the secure attachment of all decorations, and we recommend their removal to prevent any unintended damages or displacement during our cleaning procedures. By engaging our services, clients acknowledge and accept this limitation of liability regarding decorations and understand the importance of securing or removing these items before the cleaning process

Windows : We want to highlight the potential impact of our cleaning process on windows, especially those with pre-existing conditions such as hairline cracks or those considered old (older than 5 years) that have been exposed to direct or indirect sunlight. While we take great care during our cleaning procedures, it's important to note that certain chemicals used in our cleaning solutions may react with the materials of older windows, potentially causing heat or cooling effects. These effects could exacerbate pre-existing conditions, including hairline cracks, or impact the structural integrity of older windows when exposed to direct or indirect sunlight.

Clients with windows falling into these categories are strongly advised to consider the potential risks involved. By engaging our services, clients acknowledge and accept the potential effects our cleaning chemicals may have on these windows. Additionally, clients understand that any pre-existing conditions, such as hairline cracks or age-related vulnerabilities, may be exacerbated by the cleaning process. We want to emphasize that we are not liable for any damages, including but not limited to, structural issues, worsening of pre-existing conditions, or other unforeseen effects resulting from the cleaning process on windows falling into these categories.

9) Roof Cleanliness Guarantee Duration and Coverage: For the first month following the Effective Date, we provide a comprehensive cleaning guarantee, ensuring that your roof remains at an optimal level of cleanliness. We will re-clean any areas or address any issues that do not meet your satisfaction, at no additional cost.

For the subsequent months, from months two (2) to twenty-four (24) following the Effective Date, the Guarantee coverage will decrease incrementally as follows: Months 2-24: During this period, the Guarantee coverage will gradually decrease by 4.17% each month. This means that for each passing month, the coverage will decrease by this percentage of the original coverage amount provided in the first month.

Voiding of Guarantee Coverage

Please note that this Guarantee coverage may be voided under the following circumstances:

Major Storms: In the event of a major storm, flood, or natural disaster that significantly affects the cleanliness of your space, the Guarantee coverage may be temporarily voided until the situation can be assessed and resolved.

Construction Debris: If your space, or surrounding areas undergoes construction, renovation, or remodeling work that generates debris or dust that would reasonably affect its cleanliness.

Any Other Situations: The Guarantee coverage may be voided if any other extraordinary circumstances arise that increase the likelihood of the Services not maintaining a reasonable level of cleanliness. These situations will be evaluated on a case-by-case basis.

Disclaimer

This Guarantee is the sole and exclusive guarantee for our cleaning Services, and Home Care Pressure Cleaning, LLC disclaims all other guarantees, whether express or implied, including but not limited to any implied warranties of fitness for a particular purpose. Please be advised that any statements made by our employees, whether written or verbal, regarding the terms of this Roof Cleanliness Guarantee do not alter or expand the terms of this Guarantee in any way. This Roof Cleanliness Guarantee is solely defined by the terms and conditions outlined in this document. While our employees are committed to providing excellent customer service and assistance, only the terms explicitly stated in this document are legally binding. Any verbal or written representations made by employees that are contrary to the terms and conditions of this Guarantee are not protected and are not considered part of the agreement. It is essential to refer to this document for a complete understanding of the rights and obligations under this Roof Cleanliness Guarantee.

10) Plants: Home Care Pressure Cleaning, LLC has safe practice procedures, neutralizing agents and watering techniques that are utilized on site to protect plants/vegetation; although Home Care Pressure Cleaning, LLC can and does go years without damaging, burning, or killing plants/vegetation it is not possible to understand the needs of every plant.

Home Care Pressure Cleaning, LLC is not responsible for damages, burning, or death of any plants/vegetation due to the cleaning processes. Every plant/vegetation is unique including plants of the same varieties on the same property and/or different property. Factors including but not limited to each plants health include watering schedule, sunlight, and fertilizer and play vital role of the strength of plant/vegetation.

11) Indemnification by Customer: Customer shall indemnify, defend, and hold Home Care Pressure Cleaning, LLC harmless from and against any loss, injury, cost, claim, or damage of any kind (including reasonable attorney’s fees) by Customer or third parties caused to, or suffered by, any persons, personal property, or the premises in connection with the services performed by Home Care Pressure Cleaning, LLC as referenced in the above quotation of services, except as it relates to Home Care Pressure Cleaning, LLC’s own intentional, wanton and willful, or gross negligent conduct.

12) Stains: Some stains cannot be removed by power washing rust, gum, oil or other vehicle fluids, 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 customer when quoting the project. Sometimes these stains cannot be removed at all. Rust, Chimney soot, paint oxidation, graffiti and tar stain removal are examples of stains that will incur an additional charge.

13) Appointment: Home Care Pressure Cleaning, LLC expects your property to be in good repair and weather tight. This includes, but is not limited to, all electrical service, including receptacles and light fixtures, doors, and windows. Home Care Pressure Cleaning, LLC is not responsible for damages resulting from water or chemical infiltration due to poor or improper installation, maintenance, repair, or replacement of electrical-related items or doors or windows. Appointment Cancellation Policy: Home Care Pressure Cleaning, LLC understands that circumstances may necessitate the cancellation of a scheduled appointment. We kindly request a minimum notice of 48 hours for any appointment cancellations or rescheduling. Failure to provide the minimum required notice may result in a cancellation fee of $125 or 50% of the total scheduled job cost, whichever is higher, to compensate for the loss of time and resources allocated for the appointment. This fee is designed to cover operational expenses and lost opportunities associated with the canceled appointment. By engaging our services, clients acknowledge and accept this appointment cancellation policy and the associated fees.

14) Color and Tone Concerns: The properties and species of wood, vinyl, stucco, metals and any other surfaces as well as age and weather can greatly affect the resulting color or tone of the stain or paint. Note: Variances may occur on individual boards as well as the total project, as densities and other characteristics vary across and throughout the wood, vinyl, stucco, metals and any other surfaces. Home Care Pressure Cleaning, LLC and its associates attempt to represent final finish color and tones as best as possible. While we can often give you an idea of the overall color or tone you must expect some variance in the overall finish. In every aluminum siding case, and in some cases with vinyl, brick, stucco, metals and any other surfaces and siding, the sun and weather will bleach the color or cause fading. Power washing, which entails removal of chalky, gritty, or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. Home Care Pressure Cleaning, LLC utilizes chemicals including but not limited to Sodium Hypochlorite, Hydrogen Peroxide, and other acids. Our chemicals are designed to remove organic materials such as mold, algae, and fungus. Some pigments in paint, stains, and other coatings are made from organic material; although uncommon the chemicals in our cleaning processes can react negatively which can degrade, alter or destroy the coatings and surface. Home Care Pressure Cleaning, LLC assumes no liability or responsibility whatsoever for these conditions.

Signage: Home Care Pressure Cleaning, LLC provides exterior pressure cleaning services with utmost care. We explicitly state that we are not liable for any damages, including discoloration, to exterior signs, decorations, art, advertising materials, or commercial signage during the cleaning process. Clients are advised to remove or protect any sensitive items before the scheduled cleaning. By engaging our services, clients acknowledge and accept this limitation of liability regarding potential damage to these exterior items

15) Discount Terms and Conditions: Discounts for New Customers: All discounts offered by Home Care Pressure Cleaning, LLC are exclusively available to new customers who have not previously made a purchase with us.

Duration of Discount: Unless explicitly stated otherwise on the coupon or promotional flyer, any discount received is valid for a period of up to 90 days from the date of issuance.

Explicitly Stated Exceptions: Some promotional materials may specify different terms and conditions regarding the duration or eligibility of discounts. In such cases, please refer to the coupon or flyer for the exact terms of the offer.

Non-Transferable: Discounts are non-transferable and can only be used by the original recipient unless otherwise specified on the coupon or flyer.

Single Use: Unless otherwise indicated, discounts are valid for a single use only and cannot be combined with other offers or applied retroactively to previous purchases.

Expiration: After the expiration date, discounts will no longer be valid, and they cannot be extended or renewed.

No Cash Value: Discounts hold no cash value and cannot be redeemed for cash or any other form of currency.

Change or Cancellation: Home Care Pressure Cleaning, LLC reserves the right to change or cancel any discount offer at its discretion without prior notice.

Fraudulent Use: Any fraudulent or unauthorized use of discounts may result in the forfeiture of the discount and may be subject to further legal action.

16) Privacy Policy: This is the privacy policy of Home Care Pressure Cleaning, LLC. This document explains Home Care Pressure Cleaning, LLC’s policies for the collection, use, and disclosure of personal information. The Information we collect by various methods including information actively provided by customers, and information arising from customer forum submissions. The types of personal information we collect include name, contact information, identification information, phone numbers, and emails. Credit card information is used for billing purposes only. We may record calls to or from our sales/customer service representatives for purposes of accuracy, performance reviews, training, and general quality assurance.

This information is used to aid in the provision of our various products and services, including customer service, accounting, billing, collections, and the marketing of other products services. Home Care Pressure Cleaning, LLC has the right to make contact by voicemail, phone, and email to respond to requests of service, information of services, marketing and upcoming events.

Home Care Pressure Cleaning, LLC does not share personal information with any third parties. Home Care Pressure Cleaning, LLC may provide personal information to subcontractors and professional advisers when services are requested by the customer/Home Care Pressure Cleaning, LLC to complete/perform an accepted service.

17 Checks shall be made payable to Home Care Pressure Cleaning, LLC.) Credit cards will incur a three percent and a half (3.5%) processing fee, charged to the Customer at the time of service. Home Care Pressure Cleaning, LLC does not retain any of the fees. In the event that a customer initiates a back charge, a fee of $250 (USD) will be applied as an administration fee. This fee, denoted as the S250 Administration Fee, covers the administrative costs associated with processing and handling the back charge. Clients are advised that any back charges initiated by them will incur this fee, which will be added to the total amount owed.

18) Severability: In the event that any provision or portion of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue to be binding and enforceable

Force Majeure: Home Care Pressure Cleaning, LLC shall not be deemed in breach of this Agreement or otherwise liable for any delay in performance or non-performance of any obligations under this Agreement if such delay or non-performance is due to circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood, explosion, war, terrorism, governmental actions, pandemics, natural disasters, or any other unforeseen and uncontrollable events (collectively, 'Force Majeure Event'). In the event of a Force Majeure Event, Home Care Pressure Cleaning, LLC shall promptly notify the Customer and make reasonable efforts to mitigate the impact of the event on its obligations under this Agreement. Home Care Pressure Cleaning, LLC's performance shall be excused and the time for performance extended for the duration of the Force Majeure Event. However, if the Force Majeure Event continues for a period exceeding [specify duration, e.g., 30 days], either party shall have the right to terminate this Agreement without penalty.

Dispute Resolution:

a) Negotiation: In the event of any dispute or claim arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter informally through good-faith negotiations.

b) Mediation: Should the dispute not be resolved through negotiation within 90 days, the parties agree to enter into mediation conducted by a mutually agreed-upon mediator. Each party shall bear its own costs associated with the mediation.

c) Arbitration: If mediation does not result in a resolution within 360 Days, any unresolved dispute shall be submitted to binding arbitration. The decision of the arbitrator shall be final and binding upon both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

d) Equitable Relief: Notwithstanding the foregoing, either party may seek equitable relief, including injunction or specific performance, from a court of competent jurisdiction to prevent irreparable harm pending the resolution of any dispute under this Agreement.

e) Costs: The prevailing party in any dispute shall be entitled to recover reasonable attorney fees, arbitration, mediation, and other costs incurred in resolving the dispute.

f) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [specify jurisdiction], without regard to its conflict of law principles.

g) Waiver of Jury Trial: Both parties knowingly and voluntarily waive any right to trial by jury in the event of litigation regarding any matter arising out of or relating to this Agreement.

The parties hereby agree that this dispute resolution mechanism shall be the sole and exclusive method for resolving disputes arising under this Agreement

19) We reserve the right to update, modify, or revise this Service Agreement at any time. Any changes or amendments will be effective immediately upon posting the updated Agreement on our website. It is your responsibility to regularly review this Agreement for any changes. Your continued use of our services after any such modifications constitutes your acceptance of the updated terms

20) To accept this quotation and Home Care Pressure Cleaning, LLC

This Services Agreement is automatically accepted by both parties when Verbal, Written or a Signed Quote approval to complete the work is approved by both parties,

and/or, Sign Here

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