

## Terms of Service Agreement

1. **PARTIES:** This Terms of Service Agreement ("Agreement") is dated as of the date signed by and between PRESTISSIMO WINDOW CLEANING Company ("PWC") and person or authorized agent of entity contracting service ("Client") (Collectively the "Parties"). The Parties agree as follows:
2. **SERVICES:** PWC will perform the services requested in a written quote or other correspondence such as emails, text messages, phone calls, or other ("Services"). These terms of service apply regardless of the way PWC is engaged:
3. **TIME OF COMPLETION:** The Services shall be commenced at a mutually decided time or within an agreed upon span of time.
4. **EXTENSION OF TIME/CANCELLATION:** If Client wishes to cancel or to reschedule then Client shall notify PWC of the cancellation or desire to reschedule no less than 24 hours prior to the scheduled time for commencement. The Parties acknowledge and agree that there may be circumstances when completion of the Services will be extended or rejected due to unexpected issues or any reasonable justification given by PWC. Any such delay shall not otherwise alter the terms of this Agreement. If Service is cancelled after execution of this Agreement then, in such event, Client shall be obligated to pay 75% of total Payment and 100% of any expenses referenced in this Agreement regardless of amount of work completed. Open ended recurring service agreements can be cancelled anytime within 24 hours of next service with no obligation to pay. Defined term recurring service agreements with a price incumbent upon a set number of cleanings will be obligated to pay 75% of next service appointment only, at time of cancellation.
5. **FREEZING OR INCLEMENT CONDITIONS:** Any job scheduled between October and May is subject to delays for freezing or prohibitively inclement weather. Gutters cannot be readily cleaned below freezing temperatures, or when snow or ice is present. If inclement weather delays a job PWC will continue work upon better weather conditions on a "first scheduled, first served basis". the occurrence of one or more days of above freezing or favorable weather does not guarantee that PWC will be able to get to all jobs which were delayed due to freezing or other inclement conditions. PWC will have sole discretion of what constitutes safe or sound working conditions regarding freezing or other inclement conditions including but not limited to wind, hail, lightning, rain, or emergency declaration.
6. **PAYMENT:** Owner shall pay the sum agreed upon ("Payment") for performance of the Services. Payment is due upon completion of project unless otherwise noted. An invoice does not become past due until 1 week after issuance. All invoices are sent via email or text unless a paper copy is requested. PWC accepts most common forms of payment. Invoices unpaid 30 days after issuance may be subject to a 10% APR additional fee.

## **7. CLIENT RESPONSIBILITIES:**

- A. **NOTIFICATIONS BEFORE WORK COMMENCES:** It is the responsibility of Client to notify and forewarn PWC by writing or recorded electronic means of the presence of any of the following:
- i. Any hazardous situations such as exposed electricity, damage/weak spots on structure or roof, slippery surfaces, mold, lead, asbestos or other dangerous conditions.
  - ii. Window Tint, specialty coatings or materials which are sensitive or prone to damage during cleaning, or any other material or object with specified manufacturer's instructions for cleaning or care.
  - iii. Windows/screens/gutters/surrounding building materials or their components in disrepair or otherwise in fragile condition.
- B. **OTHER RESPONSIBILITIES:** It is the responsibility of Client to do the following before commencement of service:
- i. Move out of the way any vehicles, furniture, or other objects which will obstruct provision of service,
  - ii. Secure potentially dangerous pets during service.
  - iii. Ensure all trees, bushes, and other landscaping features are appropriately pruned as to allow safe ladder or other access necessary for provision of service.

## **8. CLEANING PROTOCOL:**

- A. **WINDOW CLEANING:** Unless otherwise noted, window cleaning service includes only what is defined as "routine window cleaning" in IWCA/GANA Bulletins FB03-03 and FB01-00 (available upon request). Routine window cleaning includes detailed cleaning of glass with gentle detergent, strip washer, squeegee and towel, or waterfed pole. Additionally, services may sometimes include a basic, quick cleaning of sill, screen, frame, track, and hardware, if specifically listed in quote. Additional detailing of these surfaces or cleaning that is defined in IWCA/GANA Bulletins FB03-03 and FB01-00 as "non-routine window cleaning" may be provided for an additional fee and may require specific request by Client and the signing of additional waivers. Examples of non-routine staining which will not be removed by routine window cleaning includes but is not limited to: paint, stucco, mortar, caulk, sealant, tape, adhesive, animal stains, manufacturer's protective poly wrap, stickers, mineral staining and other heavy soiling requiring special equipment such as razors, metallic wool, or caustic chemical agents.
- B. **WATERFED POLE CLEANING:** Waterfed pole cleaning entails use of purified deionized water, applied with an extension pole brush and sprayer at low pressure. Waterfed pole cleaning is sometimes insufficient to remove certain staining, and sometimes leaves drip-like or brush marks. Waterfed pole cleaning includes an "agitation" phase where the glass surface is briefly agitated with a

wet brush or mop, and a "rinse" phase where the window is briefly rinsed down. Certain staining or drip marks may still be present after 1 iteration of this cycle. Client may request additional iterations or detailed attention at an additional cost. Due to the nature of waterfed pole cleaning there is no guarantee that repeated iterations of agitation/rinse cycle will yield more satisfactory results. PWC has the sole discretion to determine where a waterfed pole must be used due to safety, access, or technical cleaning issues. Client agrees that if PWC deems waterfed pole cleaning necessary that the resulting clean after one iteration of agitation/rinse cycle shall be satisfactory and agrees not to withhold funds or attempt to alter agreement for any reason related to its use or results.

C. GUTTER CLEANING: All gutter cleaning includes the clearing of horizontal gutter by hand, vacuum, or leaf blower as situation calls for at sole discretion of PWC. Cleaning is a functional rather than aesthetic cleaning, small amounts of debris may remain. PWC does not remove significant amounts of settled shingle dust as part of service, only organic matter. PWC takes reasonable steps to ensure clear downspouts, such as by blowing air through or tapping elbow. Due to complex nature of downspouts PWC cannot guarantee each downspout will be completely clear of debris. PWC does not clear any portion of downspouts which goes underground or through obstructions such as decks or walls. PWC will take reasonable precautions to avoid debris dropping directly onto the ground. Incidental amounts of debris may fall onto surfaces such as autos or driveways etc., which PWC will take reasonable measure to clean up. PWC will bag debris into Client's choice of paper or plastic bags and will leave bags in any reasonable place on site to be disposed of by homeowner through their own municipal or other disposal services. The following may require payment of an additional fee, and may necessitate specific request by Client to initiate:

- i. Gutters on the third floor or second floor walkout
- ii. Gutters that are obstructed by trees, landscaping features, ground sloping, or other factors which makes ladder access difficult.
- iii. Gutters that require a ladder taller than 28' nominal
- iv. Gutters or downspouts which have not been cleaned in more than a year or that and have significant decomposed soil.
- v. Offsite removal of debris.
- vi. Gutters that have gutter guards, modifications, or covers.
- vii. Sweeping or clearing a rooftop of debris or branches.
- viii. Cleaning face of gutter or other aesthetic cleaning.
- ix. Flushing with water or removing particulate shingle dust.
- x. Clearing of downspouts that are so clogged they require disassembly.
- xi. Specialty Roofs such as metal, cedar, flat, or highly pitched.
- xii. Cleaning gutter that is frozen completely or partially.
- xiii. Specialty gutter such as extra large, copper, wood, or PVC
- xiv. Situations that require special safety considerations as per OSHA regulation or at the discretion of PWC.
- xv. Gutter sections that are not visible via google maps in cases where quote was compiled via google maps.

## 9. LIMIT OF LIABILITY:

- A. TINT, SPECIALTY COATINGS, OR OTHER MATERIALS PRONE TO DAMAGE: It is the responsibility of Client to alert PWC of the presence of any specialty material prone to damage, or which bears specific manufacturer's instructions for care. PWC shall not be liable for any damage to these surfaces unless alerted before commencement of service by writing or other recorded electronic means as to their presence and instructions for care.
- B. HISTORIC CONDITIONS OR EXISTING DISREPAIR: PWC will not be liable for any real or perceived damage to windows or gutters that are historic, worn, or in disrepair resulting from provision of service. In particular wood, paint, glazing, glass, weight mechanisms and ropes are especially prone to damage from provision of service. Client agrees that PWC is not liable for this type of damage and holds it to be the result of the worn condition and not negligence.
- C. TEMPERED GLASS: Due to inherent problems and manufacturing defects associated with tempered glass, which lead to scratching during window cleaning, client agrees that PWC shall not be liable for any scratches on any tempered or heat strengthened glass; It is acknowledged and understood by the Parties that use of razor blades, scrapers, and abrasives are standard tools and techniques for window cleaning and can safely remove limited amounts of debris (plaster, paint, texture, tape, stickers, mortar, masonry etc.) from quality, defect free glass, without scratching the glass surface. It is also acknowledged and accepted that (i) PWC may use razor blades, scrapers, abrasives and commonly accepted window cleaning practices and procedures in providing the Services called for under this Agreement; and (ii) that Client hereby waives and releases PWC of any liability for any damage, including scratches, that may result from the use of such policies and procedures;
- D. OTHER SCRATCHING OR DAMAGE TO WINDOWS: Client holds PWC harmless for any real or perceived damage resulting from provision of service, including but not limited to scratching, IG unit failure, hardware damage, screen damage, or damage to paint, glazing, glass or glass coatings. Client acknowledges the following:
- I. Pre-existing scratches and damages can be obfuscated by dirt and subsequently revealed by cleaning, therefore Client acknowledges that the age or origin of scratches or damage is indeterminate by nature, and therefore agrees to hold PWC harmless for all scratches, even those alleged to be revealed only after provision of service.
  - II. Windows and their components are often inappropriately fragile even when new, and when subjected to the forces of time, weather, and use are even more so, causing them to be prone to breakage from service.
  - III. Windows often have other manufacturing defects which cause them to be prone to damage from service.
  - IV. Windows are subject to forces such as gravitational settling of surrounding building or framing which causes stress on window and may prevent disassembly such as removal and reinstallation of such removable

components as screen, storm, or sash. Client agrees to hold PWC harmless for any damage caused to screens, storms, or other removable components.

- E. **DAMAGE DUE TO OBSTRUCTION:** Accessing the object to be serviced necessitates a clear path free from obstructions and entails an inherent risk of damage if PWC must clear obstructions during provision of service. Client agrees to hold PWC harmless for all such potential damage. Interior obstructions may include furniture or other objects, exterior obstructions may include trees, outdoor furniture, vehicles or other landscaping features. If any obstructing object is present at the time appointed for service Client agrees that PWC may move or alter said object to allow access, and will not be held liable for any accidental breakage to object or surrounding materials (such as accidentally scraping a floor by moving a table or accidentally breaking a tree branch which prevents service access). To avoid PWC moving or altering objects for access, it is recommended that customer removes obstructions before appointment, especially in the case of fragile or valuable objects. PWC will not be liable for plants or other landscaping features accidentally trampled or damaged during provision of service.
- F. **DAMAGE DUE TO GENERAL ACCESS BY LADDER, LIFT, POLE, ROOF OR OTHER MEANS:** PWC reserves the right to access work in any way it sees fit, and may alter method of provision of service from that detailed in Agreement for safety or other considerations at the sole discretion of PWC. PWC will not be liable for any damage resulting from ladder access or ladder contact on surfaces. Parties agree that accessing work with a ladder or other equipment is not a perfect outlined scenario provided for by architectural foresight. Exterior surface building materials like vinyl siding, aluminum flashing, aluminum gutter or roof components are not impervious to defect from even the most gently placed and padded ladder. Client accepts and acknowledges that a ladder may need to rest directly on a gutter and holds PWC harmless for any resulting damage to gutter. On an interior surface such as to access a cathedral style window it may be necessary to rest a ladder directly on a painted drywall or other surface, which also may cause deterioration or staining of surface. Client agrees that PWC has the sole discretion of where and how to safely place a ladder and holds PWC harmless for any potential damage or staining to interior or exterior surfaces like gutters, siding, trim, window frames, wood, paint, drywall, or any other building components resulting from provision of surface. Client consents to PWC accessing work via roof, including walking or working on the roof and securing or handling anchoring or other equipment via rooftop. Client holds PWC harmless for any potential damage to roof, shingles, or components resulting from provision of service. Client further agrees to hold PWC harmless for any potential water or ice damage resulting from real or perceived damage to roof or building components resulting from provision of service. Additionally, Client holds PWC harmless for accidental damage caused by rapid or unexpected/ ladder movement from wind, slippery surfaces or other unexpected factors.
- G. **DRIPS, ERRANT WATER, DIRT, GUTTER DEBRIS AND OTHER ACCIDENTAL STAINS:** PWC takes reasonable precautions but will not for any reason be liable for any errant drip marks, dirt, or debris resulting from provision of service. This

includes but is not limited to drips, dirt, and debris accidentally deposited on surfaces such as walls, floors etc. PWC will not be liable for errant liquid or debris from gutter during cleaning which stains surfaces such as fascia, siding, or pavement. PWC will not be liable for window cleaning solution or dirty water dripping onto surfaces such as drywall, paint, or other surfaces resulting in discoloration or deterioration. PWC will not be liable for incidental amounts of dirt accidentally deposited on floor or other surfaces during provision of service. PWC will not be liable for any water damage resulting from waterfed pole, including by water which accidentally enters building or walls. PWC will not be liable for water or ice damage caused by defective water connections or hoses, or other water sources used during provision of service.

- H. WATER OR ICE DAMAGE FROM GUTTERS: PWC will not be liable under any circumstances for water or ice damage resulting either directly or indirectly from gutters. PWC cannot guarantee gutters and downspouts will flow freely or be 100% free of debris after provision of service due to complex nature of guttering. PWC will not be liable for any damage resulting from clogged or otherwise malfunctioning gutters, even if damage occurs directly after provision of service.
- I. GUTTER CLEANING WITH EXISTING GUARDS, ADDITIONS, OR OBSTRUCTIONS: PWC will not be liable for any damage, distortion, or missing pieces resulting from cleaning or attempting to clean gutters that have been modified with guards or other additions, or which are obstructed by roof overhang which prohibits access or cleaning. Client acknowledges that any gutter guard which needs to be removed to be cleaned underneath has failed its primary objective, and agrees to hold PWC harmless from any damage or distortion of the guards, gutters, roof, or surrounding building materials resulting from attempted disassembly, reassembly, or provision of service.
- J. ATTEMPTED REPAIRS: Client Acknowledges that PWC is not a repair company, and that any repair work performed at the request of Client is done for free or at low cost and will bear not warranty or guarantee, and that PWC will not be liable for the repair itself or any potential repercussions of attempted repair. Client agrees to contact a professional repairman in the relevant field if the attempted repair is insufficient.
- K. INSTALLED PRODUCTS: PWC will not be liable for the failure of, or damage caused by installed products including but not limited to gutter guards, Gutter Stick™ or other downspout guards, or other gutter additions or modifications. Existence of a third-party manufacturer's warranty is separate from any warranty or guarantee by PWC. PWC may charge an additional fee to replace or service warranted installed products. PWC will not be liable for ice damming or other water damage potentially caused by installed products.
- L. COVID-19 OR OTHER INFECTIOUS DISEASE: PWC will not be liable for the potential spread of COVID-19 or other infectious disease resulting from provision of service.

- M. **LEAD, ASBESTOS, OR OTHER HAZARDS:** PWC will not be liable for the accidental disturbance or disbursement of lead, asbestos, or other materials hazardous to human or animal health resulting from provision of service.
- N. **LIABILITY NOT COVERED BY INSURANCE:** PWC will not be held liable for any reason for any perceived or real damage found to be excluded from PWC's general liability insurance. This includes any damage or deterioration to the direct object that PWC is hired to service, or so called "your work" provisions of general liability insurance. Client agrees not to hold PWC, its shareholders, executives, or employees liable for any claim or matter which is revealed to be not covered by PWC's general liability insurance.
- O. **VEHICULAR:** PWC will not be liable for any damage to property by vehicles either owned or hired resulting to access for provision of service.
- P. **BODILY HARM:** PWC will not be liable for any bodily harm such as from falling tools or objects during provision of service. Client is encouraged to keep a safe distance from work zone to prevent such accidents. PWC will not be liable for any bodily harm resulting from falling or sudden disrepair of windows or gutters during or after provision of service. PWC will not be liable for slippery conditions or resulting falls resulting from provision of service.
- Q. **PERTAINING TO DELAYS OR CANCELLATIONS:** PWC will not be liable for any repercussions caused by delay of commencement of work, including but not limited to damage caused by blocked gutters, or supposed losses related to failure to provide service in advance of special occasions or events.
10. **Use of Electronic Recording Device:** Client gives full permission and consent to the use of recording devices on outdoor/exterior portion private property including but not limited to cameras, video and/or audio recording devices during the provision of service for 2 distinct purposes: i) Documentation of OSHA compliance while performing operations that pose an inherent safety risk ii) Documentation of techniques and protocols used during processes that pose a risk of liability such as non-routine cleaning. PWC will not use recording device on the inside/interior any home or building without further express and written permission, this waiver only applies to the use of recording devices on the exterior of the home or building being serviced. PWC will not share or disclose any such footage or recordings to anyone outside of relevant legal counsel or as evidence for legal matters.
11. **ARBITRATION:** Any dispute arising under this agreement will be promptly submitted to and heard and determined by the American Arbitration Association pursuant to its commercial arbitration rules in effect at the time of any dispute, subject to the Michigan Arbitration Act. The Arbitration will be conducted by an Arbitrator assigned by the American Arbitration Association in Oakland County, Michigan. If the American Arbitration Association is unable or unwilling to appoint an arbitrator, then the matter may be submitted to and heard by an arbitrator at a JAMS location in the Detroit

metropolitan area. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Each party will bear its/his/her own costs incurred in the arbitration process.

12. **AMENDMENTS:** This Agreement may be amended only by written amendment signed by the Party to be charged. Waiver of any provision of this Agreement shall not constitute a waiver of any other provision, or such waiver constitutes a continuing waiver.
13. **PAST, PRESENT, AND FUTURE APPLICABILITY:** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments. Services provided after initial service outlined in agreement will continue to be governed by Agreement, even if a new agreement is not formally agreed upon or service provided is different from what is quoted above. Provisions governing liability will be applicable to past provision of service, if any, upon execution of Agreement. PWC reserves the right to change, alter, amend or otherwise modify the Terms of Service without notice to the Client, as its practices and procedures are updated.
14. **SIGNATURE:** The Parties agree that the Michigan Electronic Transactions Act, MCL 450.831, *et seq.*, shall govern the entire transaction including the initial quote, these terms of service, and all subsequent requests for work. Client's electronic signature by electronic means is a legally enforceable signature under Michigan law.