

# Dysart Professional Services, LLC | Residential Contract for Services

## Terms & Conditions.

This document serves as a binding agreement between the property owner, hereby identified as “client,” and Dysart Professional Services, LLC and its agents, owners, employees and subcontractors, hereby identified as “Company,” for the execution of services in exchange for payment for residential power washing services.

### Permissions

Client 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.

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, client agrees to cease all water consumption inside the home to include faucets, dishwashers, washing machines, outdoor sprinkler systems etc.

### Acknowledgment of Risks and Releases of Liability

Power Washing uses high pressure and caustic chemicals to remove difficult stains from exterior surfaces. Utilizing this pressure allows the best clean possible; however, operating at such high pressure can also cause damage. Dysart Professional Services, LLC’s technicians are well trained in utilizing their equipment and take the utmost precautions in making sure the company does not cause harm to your investment. Although high pressure is not used on residential siding, damage can still occur due to poor maintenance, neglect to the property, and/or low-grade building materials. Homeowners should consult with their homebuilder to ensure that their home’s materials are able to be pressure washed. It is the responsibility of the homeowner to ensure that their property has been maintained in accordance with its manufacturer’s recommendations and any defects or areas of concern are repaired prior to washing to ensure a watertight, surface. The Homeowner assumes all of these risks and takes responsibility for any damage that occurs due to the above explanations. On the date of service, the Company will walk around the property and provide the client with a written examination of pre-existing damage. This document is not all-encompassing, as new damage can become apparent while the surfaces are being cleaned. When new damage is found, the Company will cease all cleaning efforts until the client can see the damage and acknowledge its existence.

The Client also agrees to release the Company of any or all liability for injuries sustained due to equipment placement to include injuries from tripping/falling, striking equipment, falling debris or equipment.

Client Responsibility on The Day of Service:

- Please have a water spigot activated and accessible
- Please have all windows & doors shut tightly.
- Please have all pets inside
- Clear the work areas of all items and remove all flags, doormats, vehicles, or sensitive materials from the areas being washed.

The 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. Also, removing or opening any window screens will allow the Company to thoroughly clean windowsills. Removal of these screens will also allow for even distribution of detergent and streak-free drying. It is also vital to the preservation of the Client’s property that they notify the Company of any surfaces that cannot be cleaned with high alkaline or acidotic detergents (see exclusions below).

### Exclusions:

- There is a \$50.00 cancellation fee if notice is not given within 24 hours of service, or if the Company arrives and cannot wash due to steps 1-4 not being completed.
- There is a \$50.00 Processing fee for any returned checks.
- The Company is not responsible for water intrusion. While every effort is made to prevent this from happening, bad seals around windows and doors and cracks in concrete foundations can make this unavoidable.
- The Company is not responsible for the rare “fogging” effect that happens to multi-pane windows with bad seals.
- This agreement to provide services is in no way a guarantee that stains will be removed completely. The Company does strive for a 100% customer satisfaction and will work with homeowners when this does not occur.

- Notify the Company if there are any surfaces on or near the home that cannot have any form of detergent on them. If the company is not notified of this, The Company is not responsible for any ill effects to any surfaces regarding this matter.

**Media Release:**

Client agrees to allow Company to utilize any photos, descriptions, reviews, quotes, or videos of the property and/or the client in the context of marketing or advertising for the Company. The company will use these items described in this section without any compensation to the Client. Client agrees not to seek punitive action in a civil court of law regarding the development, display, reproduction, or printing of the above examples of media. This does include the use of photos, addresses, testimonials and videos posted or displayed on online venues such as social media and or the Company’s website. The Client also agrees to allow the Company to display a marketing sign on their property for no more than one week (seven calendar days). Any damage to this sign will be charged to the client at full retail cost.

**Corrections of Damages:**

Dysart Professional Services, LLC shall only be obligated under this Contract for structural damages which are a direct result of operator error, gross negligence, or willful misconduct. Damages must be discovered and reported within 3 calendar days of said completion. Upon receipt of written notice, The Company shall be allowed 30 calendar days from date of receipt for the purpose of inspecting the premises. Dysart Professional Services, LLC shall have sole option of repairing or contracting repair work to correcting any structural damages that are a direct result of the Company.

**Payment Terms:**

Payment is due at the end of the first day’s work unless alternate arrangements have been made and initialed on the service agreement (see below). Should Client utilize a credit card for payment, there is a 3% possessing fee will be assessed.

**Collection of Outstanding Debt:**

Dysart Professional Services, LLC reserves the right to attach a mechanic’s lien against a homeowner’s property for non-payment. At 30 days past due, a formal notice of intent to file this lien will be sent via registered mail. Interest rate of 2% per month begins accruing after day 31 of nonpayment. Dysart Professional Services, LLC also reserves the right to enter into civil claims court to collect outstanding debt. All legal fees incurred will be added to the remaining unpaid balance. This contract is binding.

**Agreement to Terms:**

By accepting an estimate, the Client agrees that all the specifications and conditions are satisfactory and hereby accepted. You authorize Dysart Professional Services, LLC to do the work as specified on the proposal/estimate form. You release Master Stream Power Washing, LLC. from property damage unless damage is caused by gross negligence or willful misconduct. Dysart Professional Services, LLC is not responsible for damage to lose siding, windows, paint or wood trim. Any damages due to the above are the responsibility of the owner.

**Client Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Dysart Professional Services Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

