

The Bin Spa & Power Washing Terms and Conditions

1) Legally Binding Agreement: By signing a contract with **The Bin Spa & Power Washing**, you are signing a legally binding contract for work to be completed at an agreed upon price. In the event that you break this contract, all deposits made to the company shall be surrendered as damages.

2) Product Warranties: All warranties are limited to those offered by the manufacturers of the products used. **The Bin Spa & Power Washing** makes no additional warranties. If you ever have a concern regarding our work, **The Bin Spa & Power Washing** should be notified immediately.

3) Water Usage: By signing this agreement, you agree to provide **The Bin Spa & Power Washing** 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 in working order before we arrive. Additional charges will be applied if water is not available.

4) Media Release: By signing this agreement, you agree to allow **The Bin Spa & Power Washing** 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.

5) Color and Tone Concerns: The properties and species of wood age and weather can greatly affect the resulting color or tone of the stain. Note: Variances may occur on individual boards as well as the total project, as densities and other characteristics vary across and throughout the wood. **The Bin Spa & Power Washing** 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.

6) Courtesy: While **The Bin Spa & Power Washing** 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. Children and pets must be kept off work surface for at least 6 hours after our work is completed. This is for your safety as well as our own.

7) Payments: Payments to **The Bin Spa & Power Washing** are due as per the contract schedule and are to be paid by check, cash, credit card, or venmo. All balances are due upon completion of the job. Any variance to this policy must be agreed upon and in writing on our contract. Late charges will be immediately assessed on all balances not paid in accordance with contract terms. The customer agrees to pay any collection cost incurred by **The Bin Spa & Power Washing** related to the collection process of outstanding balances.

8) Scheduling: Scheduling in a business 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.

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

10) Damages: The Bin Spa & Power Washing is not responsible for damages due to improperly installed siding, loose shingles or siding, 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. 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 removal of chalky, gritty or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. **The Bin Spa & Power Washing** will not be responsible for such conditions. **The Bin Spa & Power Washing** will not be responsible for loose mortar that may dislodge during the cleaning process. **The Bin Spa & Power Washing** does not clean on or near drywall surfaces knowingly; if you ask us to clean near drywall surfaces and do not let us know that the surface is drywall, **The Bin Spa & Power Washing** is not liable to any damages to those drywall surfaces.

11) 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 customer when quoting the project and we often have the chemicals, PSI, and heated water to eliminate most of the stain. Sometimes these stains cannot be removed at all.

12) Watertight: The Bin Spa & Power Washing Power Washing Services 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 shall also be weathertight. **The Bin Spa & Power Washing** services 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 Bin Spa & Power Washing** Power Washing Services cannot guarantee removal of artillery fungus from exterior house surfaces.

13) Window Spotting: Windows may become water spotted as a result of our services. Window cleaning is NOT included but can be purchased as an additional service.

14) 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 customer understands that not all concrete will look the same even on the same driveway, patio, sidewalk or concrete slab.

15) Cancellations: There is a \$50.00 cancellation fee if cancellation notice is not given within 24 hours of service, or if the Company arrives and cannot wash due to other agreed policies not being followed.