

THIS IS A LEGAL CONTRACT TO HAVE YOUR HOME CLEANING/MAINTIANENCE PERFORMED BY BRIAN HEGARTY's A+ POWERWASHING and ROOF CLEANING LLC, 503 MOORE RD, NEPTUNE, NJ 07753.

IF YOU DECIDE USE OUR COMPANY FOR YOUR CLEANING NEEDS THIS ESTIMATE SHALL BECOME OUR CONTRACT AND YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS BY AUTHORIZING US IN WRITING OR VERBALLY TO PERFORM THE WORK DESCRIBED ON THE REVERSE SIDE OF THIS CONTRACT.

YOU MAY CANCEL THE CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MUST EITHER SEND A SIGNED AND DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT OR PERSONALLY DELIVER A SIGNED AND DATED WRITTEN NOTICE OF CANCELATION TO BRIAN HEGARTY'S A PLUS POWERWASHING AND ROOF CLEANING LLC, 503 MOORE RD, NEPTUNE, NJ 07753 732-775-1242. If you cancel this contract within the three day period, you are entitled to a full refund of your deposit money. Refunds must be made within 30 days of cancellation.

- 1 **When you enter into this contract we reserve a block of time for you on our schedule that no one else may have. We require a credit card to reserve this block of time and to contract with us. If you cancel, reschedule or reduce the scope of work from when you reserve your block up to 48 hours of your scheduled time we charge a \$100 fee to cover our costs to find someone else to fill your block. If within 48 hours of your scheduled block you cancel, reschedule, reduce the scope of work or do not follow our prep sheet and make it dangerous or impossible for us to complete your work you must pay for the entire job even though we don't do the work. This charge is waived if we find someone else to fill the block but the \$100 fee is still charged. Please understand that time is our most valuable asset, on numerous occasions in the past we have had last minute cancelations that caused us to lose an entire days work and as a result we have implemented this policy.**
- 2 All guarantees / warranties, if any, are expressed in writing on the estimate you received. No other warranty applies. All work is clearly defined on the estimate and no extra work will be performed without charge.
- 3 We are not responsible for any leaks caused by defective construction, missing siding, missing flashing, missing caulk or any other mechanical or structural defect. We are not responsible for ripped or damaged screens. Our power washing is low pressure and will not damage screens. We are not responsible for fogged windows that show obvious wear or broken seals. We are not responsible for paint, masonry or caulk that is removed during the cleaning that is flaking or old. We are not responsible for damage to your personal property. You must move all personal property to a safe area. If you fail to move it and we must move it and it gets damaged we are not responsible.
- 4 Work shall commence on a mutually agreeable date after receiving authorization by you either written or verbal to perform said work detailed on the front of this contract and shall continue uninterrupted until all work is completed. We shall furnish all materials and proper personnel to perform the work in this agreement.
- 5 Remedy for work deemed unacceptable by you or damage to your property. In the unlikely event you are not satisfied with the work we performed or your property was damaged you must notify us within 72 hours of the completion of the work. If you do not notify us within 72 hours our work will be considered final and acceptable and payment in full must be rendered to us under our payment terms. Notification may be made by phone, email or regular mail. You must detail all items that you deem unacceptable at this time. See #3 for damage claims. We will then have 72 hours to make all necessary touchup or redo's to make the work acceptable. In the event we cannot make the work acceptable to you we will deduct that portion of the work that is deemed unacceptable off of your invoice. You will then immediately make payment to us for all other work on the contract.
- 6 Change work orders for any additions or deletions of the work on this contract must be made in writing and must be mutually acceptable.
- 7 We will not subcontract any work. We will not assign or sell this contract without your written approval.
- 8 You will not instruct our technicians or interfere with them in any manner while they are on your property. You will adhere to any directive you are given by our technicians to insure your safety.
- 9 We will maintain proper liability insurance, auto and workers compensation insurance at all times. If you require a certificate of insurance please call our office and we will have our broker send you one immediately.
- 10 Payment for our services will be charged to the credit card you provided when your job was booked with us. We will charge your card on the day after the work has been completed. You will be sent an invoice via e-mail or regular mail if you do not have e-mail and should receive it within a day or two of the completion of the job. If you wish to pay by check arrangements must be made prior to your work being done. In any event all payments must be received at our office no later than 10 days after the completion of the work. A \$25 late fee and 18% interest will be charged on any invoice not paid in full ten days after the completion of the work. By agreeing to have the work done you agree to these terms. We accept Visa Master Card and Discover for your convenience.
- 11 In the event you do not pay and we have to initiate litigation to collect payment you agree to pay all costs and attorney's fees we incur to collect payment of this contract

Thanks for your business, we really appreciate it and look forward to making your home look beautiful!

Brian Hegarty,
A+ Powerwashing