



Terms and Conditions

Effective Date: October 2023



David Moore
SUNSHINE AQUAWASH

An abstract line drawing of several blades of grass or reeds, rendered in dark blue and light grey, is positioned on the left side of the page, extending from the bottom towards the middle.

Contents

1. Introduction

- Welcome to Sunshine AquaWash!
- Please read and understand these Terms and Conditions before using our services.
- Acceptance of this estimate creates a binding agreement between you and Sunshine AquaWash.

2. Definitions

- Defines key terms: Sunshine AquaWash, Client, etc.

3. Service Agreement

- Scope of Services
- Service Quality
- Property Damage
- Hold Harmless

4. Client Authorizations

- Property Access and Assessment
- Water Source Access
- Electrical Supply and Spigot Inspection
- Construction Projects
- Rescheduling Due to Unavoidable Circumstances

5. Removal & Replacement of Deck/Patio Contents

- Responsibility
- Liability
- Additional Charges

6. Risks and Liability Release

- Property Protection
- Damage Documentation
- Plant Protection

7. House Wash and Roof Treatment Acknowledgment

- Water Supply
- Property Appearance After Cleaning

- Electrical Precaution
- Site Unseen Estimates
- Cleaning Solutions
- Window Cleaning
- Window Screens
- Roof Treatment Specifics
- Granular Loss

8. Client's Obligations on Date of Service

- Secure Doors and Windows
- Pet Cleanup
- Electrical Precaution
- Window Screens Removal
- Pet and Child Safety
- Clear the Work Area
- Water Outlet Usage
- Water Spigot Access

9. Exclusions & Limitations

- Deposit
- Water Source
- Cancellation Fee
- Issue Review Fee
- Window Screen Removal
- Returned Checks
- Water Leaks
- Sensitive Solution
- Exclusions

10. Pricing and Payment

- Pricing
- Payment

11. Cancellation and Rescheduling

- Cancellation and rescheduling policy

12. Liability and Warranty

- Liability during services
- Warranty policy

13. Privacy Policy

- Handling of personal information

14. Dispute Resolution

- Contact information for dispute resolution

15. Content Use & Release

- Permission for content use in advertising

16. Company's Damages Liability

- Liability for property damage caused by negligence

17. Severability

- Provisions remain in force if one is invalidated

18. Attorneys' Fees and Costs

- Recovery of attorney fees and costs in case of breach

19. No Waiver of Breach

- Failure to enforce a provision doesn't waive it

20. Choice of Law

- Contract governed by Florida law

21. Amendments to the Contract

- Right to update and modify Terms and Conditions

22. Forum Selection; Jurisdiction; Venue

- Legal action venue and jurisdiction

23. Acceptance

- Acknowledgment of acceptance and binding agreement

24. Company Information

- Contact details for Sunshine AquaWash

Sunshine AquaWash

Terms and Conditions - Effective Date: October 2023

Welcome to Sunshine AquaWash! Please read and understand the following Terms and Conditions before using our services. Acceptance of this estimate creates a binding agreement between you (the client) and Sunshine AquaWash.

1. Definitions

- "Sunshine AquaWash," "we," "us," or "our" refers to Sunshine AquaWash, the provider of cleaning services.
- "Client," "customer," or "you" refers to individuals or entities using Sunshine AquaWash's services.

2. Service Agreement By using our services, you agree to these Terms and Conditions governing the services provided by Sunshine AquaWash, including:

Scope of Services We provide a detailed estimate outlining the specific cleaning services to be performed. This estimate includes any special instructions or unique requirements tailored to your request.

Service Quality Our commitment is to deliver high-quality cleaning services, ensuring customer satisfaction.

Property Damage While we take utmost care, we are not responsible for property damage that is not a result of our negligence. Pre-existing damage noted during inspections, including loose siding, paint, wood, trim, windows, oxidation, landscaping, or roofing, is not our liability.

Hold Harmless You agree to hold Sunshine AquaWash harmless for any property damage not caused by our negligence.

3. Client Authorizations

- **Property Access and Assessment:** You grant us access to your property for cleaning services. This may involve assessments before the service date and follow-up checks with short notice.
- **Water Source Access:** On the service date, you permit us to use your residential or commercial water source via an outdoor spigot. If well water or low pressure is a concern, please provide advance notice. Additional charges may apply for water supplementation, depending on location and quantity.
- **Electrical Supply and Spigot Inspection:** Our equipment is independent and does not connect to your home's electrical supply. We inspect the spigot and surrounding area, taking before and after photos. We are not liable for pre-existing spigot issues or unrelated home conditions.
- **Construction Projects:** Cleaning services cannot proceed during ongoing construction or home improvement projects. We recommend scheduling services when such projects are not in progress. A \$150.00 cancellation fee applies if we arrive during ongoing projects.
- **Rescheduling Due to Unavoidable Circumstances:** In emergencies or inclement weather, we may reschedule cleaning services to the next available business day. Please understand that we must consider other scheduled clients and weather conditions when rescheduling.

4. Removal & Replacement of Deck/Patio Contents

- **Responsibility:** Homeowners are solely responsible for the removal and replacement of grills, deck furniture, planters, and any other items on the deck.
- **Liability:** If it becomes necessary for us to remove items from the deck to perform our services, we will not be held responsible for any damage, breakage, or storage issues related to these items.
- **Additional Charges:** Please be aware that an additional charge may be applied for the time and labor devoted to the removal of these items if such removal is required.

5. Risks and Liability Release

- **Property Protection:** Our expert technicians use specialized equipment and take precautions to prevent damage to your property. However, certain factors like poor maintenance or low-grade materials may lead to damage. We strongly advise routine maintenance and ensuring a watertight seal before cleaning. We are not liable for damage due to improper maintenance, neglect, or the use of low-grade materials.
- **Damage Documentation:** On the cleaning day, we will meticulously document any pre-existing damage using a checklist. If you are unable to sign the checklist, we will make note of it and take photos. Either you or the homeowner must sign the checklist to acknowledge the existing damage. In your absence, we will notify you with supporting documents. Any new damage discovered during our services will result in a pause until you acknowledge it.
- **Plant Protection:** We have established procedures to protect plants during the cleaning process. However, it's important to note that cleaning during midday sun may cause leaf burn. If your plants already suffer from leaf burn or wilt, it is your responsibility to inform us. We are not liable for damage to plants or landscapes that were already affected before our arrival.

6. House Wash and Roof Treatment Acknowledgment

- **Water Supply:** To proceed with our services, you must have a water spigot available. Arrangements should be made with Sunshine AquaWash for alternative water sources, subject to additional fees (as outlined in Section 3(b) of this Contract). Our service equipment requires a direct connection to a water line, not a water faucet.
- **Property Appearance After Cleaning:** Following the cleaning process, it is important to understand that certain imperfections, such as oxidation, flaws, and blemishes, may become more visible on your house or roof. This can occur due to factors like sun exposure and poor maintenance. Any such issues will be discussed during the pre-inspection and cleaning process, unless they result from our negligence.
- **Electrical Precaution:** Before our team arrives for a house wash, please shut off all outdoor electrical outlets and fixtures as a safety precaution.
- **Site Unseen Estimates:** In cases where "site unseen estimates" are used, relying on photos or online information, it is possible that we may not identify all exterior flaws. However, we will make our best effort to identify flaws on the cleaning day.
- **Cleaning Solutions:** We utilize specially formulated cleaning solutions for our services. These solutions may temporarily mark your siding or roof, resulting in rusty spots (known as weep holes). These spots are not permanent stains and will naturally wash off.

- **Window Cleaning:** During a house wash, you will also receive basic window cleaning. This process may leave water spots. For a streak-free result, you may consider our advanced window cleaning services.
- **Window Screens:** If you would like the window screens removed, we require your consent as they can be delicate. We are not liable for any damage to worn screens.
- **Roof Treatment Specifics:** For roof treatments, please be aware that the cleaning solution we use is guaranteed to kill damaging growths like algae, moss, or lichen. However, the effectiveness of the treatment may vary based on roof material, age, location, and build-up. We do not forcefully remove growth, as it may cause damage. If you insist on such removal, a waiver is required, which may void the roof manufacturer's warranty.
- **Granular Loss:** Roofs naturally lose granules over time, and the presence of algae, moss, and lichen can accelerate this process. After cleaning, areas affected by granular loss may become more visible. Touch-ups, especially on shingles, may be necessary after washing. Dead algae or black streaks may remain, but these typically fade within 6 to 8 weeks. If they persist, contact us for an assessment. Touch-ups, if required for proper treatment, are included in the initial quote.

7. Client's Obligations on Date of Service You are responsible for ensuring the following preparations occur before our team arrives for service:

- **Secure Doors and Windows:** Ensure that all doors and windows are securely shut to prevent water from entering the interior of your property.
- **Pet Cleanup:** Remove all pet droppings from areas immediately around your home to ensure a clean and safe working environment.
- **Electrical Precaution:** Shut off all outside electrical outlets and fixtures at the breaker on the scheduled date, even before our team arrives. This is essential for safety during the cleaning process.
- **Window Screens Removal:** Remove window screens to facilitate better washing and rinsing of windows. Please be aware that screens can be brittle and fragile.
- **Pet and Child Safety:** Keep pets and children indoors before and during the cleaning process to prevent any accidents or disturbances.
- **Clear the Work Area:** Clear the area to be serviced and remove sensitive materials such as rags, doormats, outdoor furniture, and vehicles from the areas being washed.
- **Water Outlet Usage:** Refrain from using other water outlets in the residence during the cleaning to maintain the pressure and volume needed for the service.
- **Water Spigot Access:** Ensure there is an accessible and activated water spigot or make prior arrangements with Sunshine AquaWash for water, subject to additional fees. Please note that our service equipment requires a direct connection to a water line, not a water faucet, to maintain maximum pressure (a steady pressure of 40 PSI).

As the Company will clean windows, the client should remove window screens to enable thorough cleaning, especially if the window cleaning package has been purchased. We advise clients to cover electrical outlets, and for window cleaning with a purified water-fed pole system, screens should be removed.

8. Exclusions & Limitations

- **Deposit:** To secure a cleaning service, a non-refundable deposit of 20% to 30% is required, which will be deducted from the total quoted price on your invoice upon service completion.
- **Water Source:** A \$55.00 fee applies if a stable water source (at 40 PSI) is not available upon our technicians' arrival. You may arrange for alternative water sources, subject to additional fees.
- **Cancellation Fee:** A \$150.00 fee applies for cancellations made less than 72 hours before the service date or if ongoing construction prevents cleaning.
- **Issue Review Fee:** A \$100.00 fee will be assessed if we return to review an issue that was not due to our negligence.
- **Window Screen Removal:** For window cleaning with a purified water-fed pole system, it is necessary for you to remove screens. A \$100.00 fee applies if we need to remove them.
- **Returned Checks:** A \$45.00 processing fee applies for returned checks.
- **Water Leaks:** We are not responsible for water leaks and intrusion due to inadequate seals on windows, doors, or cracks in walls and foundations.
- **Sensitive solution::** Please notify us in advance in writing if specific surfaces are sensitive to our cleaning solution; otherwise, we are not responsible for any ill effects.

Exclusions: We are not responsible for:

- Unreachable areas beyond 28 ft ladder capability.
- Unreachable wasp nests and bird nests.
- "Stripping" service.
- Oxidation removal from gutters, vinyl, and metal.
- Storm windows and leakage.
- Uncovered and old outlets.
- Furniture removal and reinstall.
- Runoff cleaning.
- Weep holes and dirt buildup.
- Vine remnant and removal.
- Artillery fungus.
- Paint splatters.
- Tree sap.
- Wood stripping or high-pressure requests.

- Open windows.
- Well water problems.
- Window spotting after house washing.
- Paint runs and fading. It is the Client's responsibility to know the type of paint on their home. Certain paint types may be susceptible to runs and fading during standard house wash procedures. The Company is not liable for such issues with these paint types or for any organic paint runs or fading. The Client should be aware of their paint's characteristics and communicate any concerns before the cleaning service.
- Faulty outlet covers.
- Fogging issue with multi-pane windows.
- Stain Removal: We do not guarantee 100% stain removal.
- Substrate Effects: We are not responsible for any ill effects on substrates not pre-discussed in writing.
- Water Intrusion: We will mitigate water intrusion but are not responsible for it due to bad seals around windows, doors, and concrete.

9. Pricing and Payment

- **Pricing:** Our pricing structure is available on our website or can be provided upon request. Prices are subject to change, and any updates will be communicated in advance.
- **Payment:** We accept payments via Cash, Check, Visa, Mastercard, and American Express. You agree to provide accurate payment information and authorize us to charge for the services provided.

10. Cancellation and Rescheduling

- Clients may cancel or reschedule appointments subject to our cancellation and rescheduling policy, available on our website.

11. Liability and Warranty

- While we take utmost care, we are not liable for any damage or losses to property or belongings during our services. Please refer to our warranty policy for more information.

12. Privacy Policy

- We respect your privacy and handle personal information in accordance with our Privacy Policy, available on our website.

13. Dispute Resolution

- In case of disputes or concerns, please contact us at (813) 421-2790 or contact@SunshineAquaWash.com, and we will strive to find a fair and prompt resolution.

14. Content Use & Release

- You permit us to use property photos, videos, reviews, or descriptions for advertising without compensation. No civil action can be initiated against us for media use. Personal/sensitive information won't be disclosed. We may display marketing signs on the property for up to seven days. Damage to signs will incur sign replacement charges.

15. Company's Damages Liability

- We are liable for property damage caused by our negligence, such as operator errors and misconduct. Report damages within two days of cleaning completion. We have 30 calendar days to inspect and address potential damages before any legal action.

16. Severability

- If any provision is invalidated by a competent authority, it won't affect other valid provisions, which remain in full force.

17. Attorneys' Fees and Costs

- If either Party breaches the Contract, the non-breaching Party can recover reasonable attorney fees and costs incurred.

18. No Waiver of Breach

- Failure to enforce a provision doesn't waive it, and Parties retain all legal remedies available.

19. Choice of Law

- This Contract is governed by Florida law.

20. Amendments to the Contract

- We reserve the right to update and modify these Terms and Conditions. Any changes will be effective upon posting on our website. It is your responsibility to review these terms periodically.

21. Forum Selection; Jurisdiction; Venue

- For legal actions, Parties submit to federal and state courts in Manatee County, Florida, waiving objections about jurisdiction, forum convenience, and improper venue.

By accepting this estimate, you acknowledge that you have read, understood, and agreed to these Terms and Conditions, constituting a binding agreement between you and Sunshine AquaWash. If you do not agree with any part of these terms, please refrain from using our services.

IN WITNESS WHEREOF, this Contract is made effective the moment that Client accepts Company's proposal or estimate.

Thank you for choosing Sunshine AquaWash!

IN WITNESS WHEREOF, this Contract is made effective the moment that Client accepts Company's proposal or estimate.

ENTERED INTO THIS _____ DAY OF _____, 2023.

Company:

Sunshine AquaWash

www.SunshineAquaWash.com

6215 Kevesta Ave, Palmetto, FL 34221

Phone: (813) 421-2790

contact@SunshineAquaWash.com

ENTERED INTO THIS _____ DAY OF _____, 2023.

Client