

BATEMAN POWER WASH INC.

TERMS OF SERVICE

The customer hereby accepts the following terms of service (the “Terms”), which shall govern the services to be performed by Bateman Power Wash Inc. (the “the Company”) on behalf of the customer (the “Client” and, together with the Client, each sometimes referred to herein as a “Party” and collectively as the “Parties”)

1. **Acceptance of Terms.** The Client agrees to all of the terms and conditions contained in these Terms. The Customer hires the Client to accomplish the job specified in the estimate. **[Note to draft: Please note that there is to be an estimate.]**
2. **Liability.** The Client agrees to indemnify and hold the Company harmless for any property damage not caused by the Company’s negligence. The Company is not responsible for damages already noted during pre-inspection, when providing an estimate or during on-site pre-work inspection, including, but not limited to, damages to loose siding, paint, wood, trim, windows, oxidation, landscaping or roofing.
3. **Binding Agreement.** These Terms constitute a binding agreement between the Client and the Company. These Terms constitute the sole and entire agreement between the Parties hereto, and no modification of these Terms shall be binding unless signed by all Parties or assigns to these Terms. No representation, promise or inducement not included in these Terms shall be binding on any Party hereto.
4. **Authorizations.**
 - a. The Client shall allow the Company, its employees and representatives access to the Client’s property to accomplish the requested cleaning services. The Client further agrees to allow the Company to visit the property prior to the date of service for assessment and after the services are performed for a follow-up check. The aforementioned visits may be done with short or no notice.
 - b. On the date of service, the Client agrees to allow the Company to use the residential/commercial water source via an outdoor spigot. In areas where well water is used or there is low water pressure, the Client agrees to provide advance notice of such conditions so that the Company can prepare and bring an adequate amount of water for the cleaning service. In the event that the Company is required to supplement the water supply, the Client agrees that additional charges will be assessed to the Client as extra equipment is needed to transport water and feed the water from the tanks. These additional fees will vary depending on factors like location and the quantity of water needed.

BATEMAN POWER WASH INC.

c. The Company's equipment is powered by the Company's systems, so that the Company will not connect to the Client's home's electrical supply. The Company's crew members will inspect the Client's spigot to ensure that there is no damage in it and the surrounding area. The Client's crew members will take before and after photographs documenting the condition of the spigot. The Client agrees that the Company shall not be held liable for either previously damaged spigot issues or issues outside the Client's home unrelated to cleaning services.

d. The Company cannot proceed with any washing or cleaning service if the Client has ongoing construction and/or home improvement projects going on. The Client is hereby advised to schedule the Company's services to be performed on dates when no construction and/or home improvement projects are being completed. A cancellation fee of \$150.00 shall be charged to the Client if the Company arrives at the Client's property for washing and/or cleanings and construction and/or home improvement projects are ongoing.

e. During unavoidable circumstances, such as emergency or inclement weather conditions, the Company shall perform the requested cleaning services on the next available business day. The Client acknowledges that as much as the Company wishes to accommodate a quick reschedule, the Company has other considerations to take into account, such as working with other scheduled clients and weather situations.

5. Payment Terms.

a. Unless otherwise agreed by the Parties in writing, the balance of payment is due upon the completion of work . **[Please note this. I assume that the deposit is in the estimate.]** The Company accepts all forms of payment, including cash, cheque, or credit card. If paying with a credit card, the Company accepts paythrough through a credit card processor link or the office for the privacy and security of the Company's information. Any invoice or scheduled payment over 10 days past due will be subject to the lower of a 7% late fee or the highest interest rate permitted by applicable law. If any invoice or scheduled payment goes past due, the Company shall have the right to refuse to continue to do continue to do business with the Client.

b. If the Client and the Company have a "net 30 days" payment schedule, the Client must have payment submitted to the Company within the 30-day period. Time is of the essence. Any invoice or scheduled payment that is not paid 30 days after due will be subject to a late fee equal to the lower of 7% or the highest interest rate permitted by applicable law. The Company reserves the right to refuse to continue to do business with a client under a payment schedule who is currently past due. **[Is this paragraph necessary considering paragraph a above?]**

BATEMAN POWER WASH INC.

6. Risks and Releases of Liability.

a. The Company has expert technicians who operate the equipment used in any cleaning service. The Company always takes extra precautions not only to keep the Company's technicians safe but also to avoid causing any damage to the Client's property. The Company understands the type of pressure that a surface needs when cleaning, like the use of low pressure on delicate surfaces. However, damage can be inevitable due to various reasons like poor maintenance, neglect or low-grade building materials. The Client is advised to implement routine maintenance on the home's surface and also ensure a watertight seal to the home before the date of cleaning to avoid damage. The Company shall not be held liable for any damages that occur due to improper maintenance, neglect or low-grade building materials.

b. On the date of the cleaning service, the Company will note any pre-existing damage to the area to be serviced using a checklist sheet that will be signed by the Client. In cases when the Client cannot sign, the Company will note the absence and take photos of the noted damages. The Client or the homeowner shall also sign the checklist sheet as proof that they have been informed of any damage. If the Client is not present, the Company's employee in charge of the service will notify the Client of the noted damages with supporting documents. If the Company finds any new damage, the services will stop until the Client can see the damage and acknowledge its existence.

c. The Company has a set of procedures to protect plant life in the area. the Client understands that cleaning or washing is scheduled during midday sun, and there is a possibility of leaf burn as water can get around the plant during the cleaning procedures. Any issues with plant life within the area of washing will be evaluated by the Company to determine the plan of action. It is Client's responsibility to know what plants on the property are suffering from leaf burn or are wilted upon arrival. The Company is not liable for any damages to plants or landscape that were burned prior to the Company's visit to the site as the Company takes high precaution in treating landscape with proper care.

7. House Wash Acknowledgment.

d. The Client must have a water spigot available, or arrangements shall be made with the Company for water that will be brought to the site, subject to additional fees, as outlined in Section 11(b) of these Terms. The Client is advised that the Company's service equipment needs a direct connection to a water line and not on a water faucet.

e. The Client understands that any existing oxidation, flaw, and blemishes will be more visible after cleaning. Vinyl siding that lacks maintenance and is exposed to the sun is susceptible to oxidation. Oxidation can cause a chalky, white powder on the surface, thus eliminating the clear luster. The effects of oxidation can be noticeable only after

BATEMAN POWER WASH INC.

cleaning, as it can be covered with dirt and debris. This shall not be considered to be the Company's fault after cleaning, as it is always discussed during pre-inspection and the cleaning process unless it is due to the Company's negligence.

f. The Client should shut off all electric outlets and fixtures outside before the arrival of the Company's team as a precaution.

g. In case of "site unseen estimates" where the Company uses only photos provided by Client, Eagle view software, Google maps, or other locally listed information, the Company cannot take note of any flaws in exterior surfaces. However, the Company will do its best to point out any flaws in exterior surfaces on the date of cleaning.

h. The Client understands that the Company uses a cleaning solution that is specifically formulated for their cleaning services. It is proven not to cause any discoloration or damage to home siding. The Client should not be alarmed if the Client notices the faint rusty color on Client's siding. These are called weep holes to allow ventilation and allow condensation to drain out. However, these can be little homes for bugs. Debris and dirt can also accumulate in these holes. After washing, as it goes to the drying process, leftover water or bug juices are drained from these holes. These can be bug feces, mold and/or debris. These will come off with the rain, morning dew or garden hose. These are not stains and are not permanent. If the weep holes drip heavily, The Company agrees to do a visual inspection and a full rinse.

i. The Client understands that during house wash service, The Client will also receive basic window cleaning. This is different from the window cleaning done with a purified water pole system. The basic cleaning will remove dirt and debris off windows but can leave water spots. The Company suggests removing window screens for a more effective wash but does not guarantee that water spots or "hazing" will not occur.

j. For thorough cleaning, the Client is suggested to use the Company's more advanced window cleaning services. This uses filtered water to be sure that nothing in the water can leave streaks and water spots.

k. The Client understands that the window screen needs to be removed before wash. Window screens can be brittle and delicate, which is why the Company will not remove them unless a consent form is signed by the Client. The Company will not be liable for worn and brittle screens.

8. Roof Treatment Acknowledgment.

l. The Client must have a water spigot available, or arrangements should have been made with the Company for water that will be brought to the site, subject to additional

BATEMAN POWER WASH INC.

fees, as outlined in Section 11(b) of these Terms. The Client is hereby advised that the Company's service equipment needs a direct connection to a water line and not on a water faucet.

m. The Client understands that the Company uses a cleaning solution that is guaranteed to kill damaging growths like algae, moss, or lichen. Roofs react differently to the solution, meaning the result may vary. There are times when it takes more time to completely remove the dead growths. The materials and the age of the roof, the location and the amount of build-up can affect the length of time to see the results. The Company does not pull growth with a force, as it can cause damage. However, if the Client insists on the Company doing so, the Client shall sign a waiver stating that the Company is not liable for any damage that it may cause and that the Client understands that doing so could void the warranty with the roof manufacturer.

n. The Client understands that roofs naturally suffer granular loss over time. Algae, moss and lichen can cause more significant granular loss. Also, after a roof cleaning, areas affected by granular loss are more visible since no organic matter is covering it.

9. **Touch Ups on Roofs.** Touch-ups on roofs may be needed after washing. There is a possibility that washing may leave light brown areas after treatment and washing. These are dead algae (black streaks before treatment). In these cases, the Client must accept that the Client needs to wait for dead algae to come off with the help of natural elements like rain and sun exposure. These traces will fade after 6 to 8 weeks or longer, especially on shingles. If the traces do not fade after 6 to 8 weeks, the Client can contact the Company so the Parties can assess and decide what to do next. The span of time can also determine if the reapplication of the solution is needed. Reasonable touch-ups are not charged to the Client given that it is necessary for proper treatment on the initial quote.

10. **Client's Obligations On Date of Service.** The Client hereby agrees to ensure that the following preparations take place prior to the Company's arrival on the date of service:

- a. Doors and windows shall be shut tightly.
- b. All pet droppings shall be removed from areas immediately around the home.
- c. All outside electrical outlets and fixtures at the breaker on shall be shut off before the team arrives on the scheduled date of the service.
- d. Window screens Remove for better washing and rinsing.
- e. Pets and children shall be kept indoors before and during cleaning.

BATEMAN POWER WASH INC.

f. The area to be serviced shall be cleared and sensitive materials like rags, doormats, outdoor furniture, and vehicles shall be removed from the areas being washed.

g. The Client shall refrain from using other water outlets in the residence to maintain the pressure or volume that is needed in cleaning.

h. Have an accessible and activated water spigot, or other arrangements should have been made with the Company for water that will be brought to the site, subject to additional fees, as outlined in Section 11(b) of these Terms. The Client is hereby advised that the Company's service equipment needs a direct connection to a water line and not on a water faucet. For maximum pressure, the Company shall connect to a direct line and not on the faucet. the Company needs a steady pressure of 40 PSI.

The Company has a set of procedures to cover electrical outlets. However, it is more applicable for the client to shut off the electrical supply of all exterior outlets. As the Company will clean windows, the Client should remove window screens, as they can be brittle and fragile. This will allow the Company to give a thorough cleaning to windows, leaving no streaks and marks if the Client has purchased the window cleaning package.

11. Fees, Exclusions & Limitations.

a. To secure a cleaning service, a 20%-30% deposit is required. This amount is non-refundable and will be deducted from the total quoted price once the service is completed on Client's invoice. The deposit must be paid to keep Client's scheduled slot in connection with approving the quote sent via signature. As an example, if a job is quoted at \$300.00, a \$75.00 deposit is required, leaving the remaining \$225.00 balance due after service. There are some cases when a higher deposit is required depending on the material of the surface to be clean and the type of cleaning that should be done. This will be prepared for the Client with details from the Company's office manager.

b. A \$55.00 fee will be assessed if the client does not have a stable water source ready when the technicians arrive. The water pressure should always be consistent at 40 PSI. This cannot be maintained if there is water failure and will then affect the cleaning process. An example of water failure is when the filtration system fails or the well pump stops and the Company is not the one at fault. If water source can be a problem, the Client must have other options or must make some

BATEMAN POWER WASH INC.

arrangements with the Company for the Company to bring water to the site, which requires additional fees, as outlined in Section 11(b) of these Terms.

c. A cancellation fee of \$150.00 will be assessed if the Client cancels service without prior notice of 72 hours or more before the date of service. The same applies when the Company has already arrived on the scheduled date and cleaning cannot proceed because of ongoing construction work.

d. A fee of \$100.00 will be assessed if the Company returns to the site to review a noted issue or complaint by the Client and the Company finds that the issue was not caused by the Company's negligence. An example is as follows. A house cleaning is accomplished in the morning and the Company receives a call from a client in the evening saying that remaining debris is left in the siding. An assigned crew performs a review and fills a checklist sheet first. When it was determined that a lawn care service was performed in the afternoon and that the debris left on the siding was made after the Company had completed the wash, the Company would not be considered at fault and the \$100.00 fee will be assessed.

e. For window cleaning service using a purified water-fed pole system, the Client understands that the Client is the one to remove the screen prior to the date of the cleaning service. If not, a \$100.00 fee will be assessed to cover the extra time and effort that the Company will exert to remove screens. The Client further agrees that the Company is not liable for damaged screens, as screen removal needs prior arrangements with the Company.

f. A \$45.00 processing fee will be assessed in the case of returned checks.

g. The Company will not be held responsible for water leaks and intrusion. As much as the Company makes every effort, there are times when water leaks and intrusion are inevitable due to inadequate seals on windows and doors or cracks on walls and foundations.

h. The Client understands that the Company should be notified in advance in writing if there are particular surfaces in the area or its surrounding that are sensitive to the Company's cleaning solution. If not, the Company shall not be responsible for any ill-effect that it may cause on any surface.

i. The Client agrees that the Company is not responsible for the following or any damages relating to the following:

i. Unreachable areas beyond 28 ft ladder capability;

BATEMAN POWER WASH INC.

- ii. Wasp nests and bird nests that are unreachable;
 - iii. Cleaning in the form of a “stripping” service;
 - iv. Oxidation removal from gutters, vinyl, metal. (tiger stripes);
 - v. Damages to storm windows and leakages
 - vi. Uncovered outlets & old outlets that have dry-rotted and become unsealed;
 - vii. Furniture removal & reinstallation;
 - viii. Runoff cleaning (chemical cleans and area that is dirty underneath the area being contracted to clean);
 - ix. Weep holes and dirt buildup from behind a weep hole causing runs;
 - x. Vine remnants and removal;
 - xi. Artillery fungus;
 - xii. Paint splatters (the Company cannot remove these.);
 - xiii. Tree sap;
 - xiv. Wood stripping or Client’s request to put high pressure on wood (We will not destroy wood for the sake of “cleaning it.”);
 - xv. Open windows;
 - xvi. Well water problems;
 - xvii. Window spotting as a result of the house washing process;
 - xviii. Paint runs & fading - It is Client’s responsibility to understand the effects of different types of paint on the home. Some types of paint are notorious for runs and fading with standard house wash procedures, and the Company is not liable for paint runs or fading with these types of paint or any organic paint runs or fading;
 - xix. Faulty electrical outlet covers allowing water to seep in and enter the outlet, causing fires or the breaker to throw; And/or
 - xx. Fogging issue with multi-pane windows with bad seals;
- j. The Company does not guarantee that all stains will be 100% removed. the Company will not use pressure as a means of removing a blight if damage would ensue.

BATEMAN POWER WASH INC.

k. The Company is not responsible for any ill effects to any substrates that were not pre-discussed beforehand with an email in our inbox. If the Company has not been notified in advance in writing that something cannot have detergent upon it, the Company is not responsible for it.

l. The Company is not responsible for any water intrusion. the Company will do its best to mitigate any water intrusion, but the Client acknowledges that bad seals around windows, doors, and concrete can make this unavoidable.

12. **Content Use & Release.** The Client agrees to give the Company permission to use photos, videos, reviews and or descriptions of the property for the purpose of advertising. These will be used without any compensation to Client. the Company will not reveal personal and/or sensitive information like names and/or addresses. Upon Client's approval, the Company is allowed to display a sign for marketing on the property for no more than seven days. If the Client damages the signage, the Client will be charged the retail cost of the sign.

13. **The Company's Damages Liability.** The Company is liable for any damage to properties that is a direct result of the Company's negligence like operator errors and willful misconduct. Damages must be reported to the company not more than two days after the completion of the cleaning service; otherwise those damages are waived. The Client agrees to allow the Company 30 calendar days from the date of being notified of any potential damages to inspect and cure the issue(s) prior to the Client initiating any action related to the alleged damages.

14. **Severability.** If any provision of these Terms or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of these Terms, which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

15. **Attorneys' Fees and Costs.** If at any point either Party breaches the commitments contained within these Terms, the non-breaching Party is entitled to recover all of its reasonable attorneys' fees and all other reasonable costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced, as well as those incurred in any legal proceedings.

16. **No Waiver of Breach.** The failure to enforce any provision of these Terms shall not be construed as a waiver of any such provision, nor prevent a Party thereafter from enforcing the provision or any other provision of these Terms. The rights granted the Parties are cumulative, and the election of one shall not constitute a waiver of such Party's right to assert all other legal and equitable remedies available under the circumstances.

BATEMAN POWER WASH INC.

17. **Choice of Law.** The validity and construction of these Terms shall be determined under the laws of the Province of Quebec, without regard to its internal conflicts of laws rules, and the Parties attorn to the exclusive jurisdiction of the courts of the Province of Quebec.

11. **Amendments to these Terms.** These Terms shall not be altered, amended, or modified by oral representation made before or after the execution of these Terms. All amendments or changes of any kind must be in writing, executed by all Parties.

18. **Language.** The Parties agree that these Terms, as well as all documents relating hereto be drafted in the English language. Les Parties conviennent que ce contrat et tous documents y afférents soient rédigés en anglais.

SIGNED AT MONTREAL, QUEBEC. THIS DAY OF , 2025

BATEMAN POWER WASH INC.

Per:

Name:

Name:

(the Company)

(Client)

[The portion in yellow will only be used in connection with a signed agreement.]