

TERMS OF SERVICE

Description of Binding Agreement

These terms and conditions serve as a binding agreement between the property owner/manager, hereby identified as "client" and ARK SoftWash and its owners, employees, and subcontractors, hereby identified as "company," for the execution or services in exchange for payment for residential or commercial exterior cleaning services to include pressure washing, low-pressure washing and concrete sealing. The services that ARK Soft Wash provide to you are subject to the following terms and we reserve the right to update the terms and conditions any time without notice to you. You can review the terms and conditions by reviewing the Terms of Service on our website, requesting them via email communications, or by reviewing any dedicated information that ARK SoftWash has prepared.

Authorization(s)

Client agrees to allow company on the property for the purposes of completing cleaning and sealing services requested. Client understands that the cleaning and sealing service will be completed in the time frame given during the estimate. Due to unforeseen circumstances such as bad weather, the cleaning and sealing service may need to be moved to the next available business day. Client understands that ARK SoftWash will do their best to accommodate for a quick reschedule but must work around other scheduled clients and weather. ARK SoftWash 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 by the Territory Manager conducting Quality Checks. Client agrees to allow company to utilize their water source via outdoor spigot, if necessary, 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 inform the company. If client's water source is not sufficient for cleaning service, they must inform ARK SoftWash so we can adequately prepare to bring water to cover the required flow. We will only hook up to your spigot for water and the only item to be touched by the crew members. Per their required training, they must take before and after photos. ARK SoftWash will not be held accountable for previously damaged spigots. Client will be informed of any previously noted damage and asked to sign an acknowledgment of existing conditions to the property on the date of service. ARK SoftWash will not be held accountable for any issues within or outside not in the home that is not related to the cleaning and sealing service.

Risks and Releases of Liability Acknowledgement

ARK SoftWash technicians are well trained in the equipment used in the cleaning industry and take extreme precautions in making sure ARK SoftWash does not cause harm to your property. ARK SoftWash uses safe techniques with the use of low-pressure on delicate surfaces such as siding. However, damage can be uncovered with delicate surfaces due to poor maintenance, neglect to the property and/or low-grade building materials. Routine maintenance per manufacturer's recommendations on the property's surfaces should be implemented by client to avoid any potential defects. Prior to washing the property any areas of concern need to be addressed by the client to insure a watertight seal. This will prevent damage from occurring. The client assumes all the risks and takes responsibility for any damage that occurs due to improper maintenance, improper installation, and improper engineering of property. On the dates of service, ARK SoftWash will note any significant pre-existing damage at the property on the estimate sheet with the client and have them sign. If client is unable to sign at time of noted damage, ARK SoftWash will take geo-tagged photos of noted damage and keep record of date and time. If any new damage is found during the cleaning process, the company will cease service until the client can see the damage and acknowledge its existence then give permission to continue service. Client understands that the company has set procedures to ensure plant life around the area of cleaning is protected. Client understands that our cleaning solution could be scheduled during midday sun and there could be potential for leaf burn as water can get on and around the plant during the cleaning process. If any issues arise with plant life around the area of cleaning, the company will evaluate to see if plant life suffered from leaf burn and will recover or if it has been killed. ARK SoftWash will then determine a plan of action after evaluation of plant life is determined.

Siding Wash Acknowledgement

Client understands that any blemish, flaw or existing oxidation will be more noticeable after cleaning. Vinyl sided properties that have not been maintained or get significant sun exposure will be susceptible to oxidation. Signs of oxidation are as follows: chalky white powder on siding and the clear luster removed. Please understand if your property suffers from oxidation, you may see this difference after a cleaning. When a property is covered with debris, those blemishes may not stand out as much as it would be after it has been cleaned. Most of the time those issues are pointed out to the client during estimate inspection or during the cleaning process. Client understands that ARK SoftWash may not find every flaw and is not reliable if it is more noticeable after wash unless it is found to be of negligence on ARK SoftWash's end. Client understands that we require that all outside electrical outlets and fixtures are covered and/or shut off before arrival to complete washing service as an additional precaution. Client understands we are not reliable for any unacknowledged flaw and will do our best to point this out at the date of cleaning. Client also understands that our cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage to the siding. Client understands that if their home is severely covered in grime that they could potentially have issues with weep holes. If you notice a faint rusty color on your siding, there is no need for alarm. If you have vinyl siding, you have something called weep holes. These holes are made by the manufacturers to allow ventilation and allow any condensation to drain out. With that said, these holes make a nice little home for bugs. Debris and dirt get up inside the holes and behind the siding. When we do the wash, our solution pulls the dirt and debris, sometimes left-over water and bug "juices" drain from these holes after we complete the wash as it goes through the drying process. The rust color/ light faint colors you see are bug feces, debris, mold etc. We see this occur on sections of siding that had the heaviest buildup. This will come off with the morning dew, garden hose or rain. It is not a stain and it is not permanent. Typically, anyone that calls regarding this usually sees a huge difference after the morning dew. If the weep hole runs are heavy, we will return to do a full rinse down after a visual inspection. Client understands that during the wash service they will receive a basic window cleaning. This is different from windows being completed with a purified water-fed pole system. A basic window wash will get debris off windows, but you could be left with water spots due to the mineral levels of dissolved solids in the water supply. If you are looking for a "squeaky-clean" shine on windows, you will want to get the added window cleaning service which is completed with a purified water-fed pole system. All water is run through a filter to ensure nothing remains in the water that could leave water spots or streaks. We recommend our clients to remove their screens to allow any debris between the window and screen to be rinsed away in a house wash. If you are getting your windows cleaned with our purified water-fed pole system, client understands they are required to remove screens before work. If screens are not removed, ARK SoftWash will not remove them. Screens are delicate and if they are brittle, they can break. ARK SoftWash does not remove screens due to this reason.

Roof Wash Acknowledgement

When ARK SoftWash completes a roof wash service, client understands that all roofs react to our solution differently and results will vary. Our solution is guaranteed to completely kill any damaging growths such as bacteria, algae, moss, or lichen. Client understands that the roof will show results of a cleaning but in some instances, it may take more time to completely remove the dead growths. This happens due to many factors such as age of roof, type of shingle, location, and the amount of buildup. It is understood that there is potential to have some light brown areas that remain after treatment. These light brown areas are dead algae which before treatment were black streaks. If this occurs, client understands it will take some time for the remaining dead algae to come off with assistance of natural elements such as sun exposure and rain. We request clients wait 4 to 6 weeks for the brown areas to fade. If after 4 to 6 weeks, the brown areas remain, we request you contact us immediately, so we can reschedule a touch-up treatment. In all instances Our Territory Mgrs. will perform a Quality Check review on the roof, ourselves. If the roof has moss or lichen growth it will take some time for those to completely fall off. Since we do not use high pressure, we let our solution do the work. If the growth is deep into the shingle, it will take time for it to remove. Those growths will turn white when treated with our solution. The client understands that the growths will dry out and fall off as the natural elements such as wind and rain assist with the removal process. If after 4 to 6 weeks, the growth remains, we request that the client reaches out to company so we can reschedule a touch-up treatment. Client also understands that our cleaning solution is specifically designed for our cleaning services and it will not cause any discoloration or damage to the roof.

5 Year Spot-Free Roof Limited Warranty Terms

ARK SoftWash's 5 Year Spot-Free Roof Warranty works like this: If we have to come out to re-treat inside of 5 years, we clean only what is stained and at a prorated rate of 50% the quoted retail price. This excludes the first 12 months of the warranty where all touch-up and warranty treatments are 100% free. This warranty excludes all roofs with pitches below a 4/12 grade, cedar shake or metal roofs, or roofs with tree limbs within six feet. The warranty is 100% transferable to the next homeowner. We reserve the right to schedule, at our discretion, two spot-treat treatments to thwart growth on troubled areas of the roof.

On the Day of Service for Specific Sections:

1. Please have a water spigot activated and accessible.
2. Please have all windows and doors shut tightly where possible
3. While ARK SoftWash has implemented procedures and processes to cover electrical outlets, we suggest the client shut off power to all exterior outlets that are not covered with exterior covers.

Exclusions & Limitations:

1. A down payment of 50% is required to secure your commercial cleaning service. The down payment is refundable up to 50% If the service is canceled up to 7 days before the first day of service. If service is canceled inside of that 7-day window 0% of the down payment is refundable.
2. A \$50 processing fee will be assessed for any returned checks.
3. The final 50% is required at the completion of the job.
4. If water intrusion occurs, ARK SoftWash will not be held responsible. We make every effort to prevent this but due to unavoidable issues such as bad seals around windows and doors and cracks in concrete foundations,
5. Notify the company if there are any surfaces on or near the areas of service that cannot have any form of our cleaning solution on them. If we are failed to be notified of this, ARK SoftWash is not responsible for any ill effect on any surfaces.

Content Release & Use

Client agrees to allow ARK SoftWash to utilize any photos, videos, reviews, or descriptions of the property in the context of advertising for ARK SoftWash. ARK SoftWash will use these photos, videos, or descriptions without any compensation to the client. The media will be solely used for advertising and training purposes. The client agrees not to seek punitive action in a civil court or law regarding the use of the above media. We will not include sensitive information such as addresses or names. The client agrees to allow ARK SoftWash to display a sign for marketing on their property, but more importantly, to inform guests that surfaces have been cleaned in the last 72 hours and to be aware that surfaces may be slick. The signs will be placed off the walking paths, and tastefully so they are not distracting, but are visible.

Payment Terms

Payment is due upon completion of work unless other arrangements were made between the client and ARK SoftWash. If a different arrangement occurs, this will be documented and signed by both parties. We accept all forms of payment to include cash, check, credit or account. If paying with credit, we accept payment through our credit card processor link or the office for privacy and security of our client's information. Any invoice or scheduled payment over 7 days past due will be subject to a late fee of 16%. If payment is not received within, 30 days of past due, ARK SoftWash reserves the right to file a civil claim to collect outstanding debt. Any legal fees incurred will be added to the unpaid balance of the client. ARK SoftWash also reserves the right to refuse to continue business with clients who are currently past due or who have been 30+ days past due more than once. This contract is binding. If client and ARK SoftWash have a net 30 days payment schedule, client must have payment submitted to the company by 30-day grace period. Any invoice or scheduled payment that is past due 30 days after date of agreement, is subject to a 16% late fee. If payment is not received within 60 days of past due, ARK SoftWash reserves the right to file a civil claim and collect outstanding debt. Any legal fees incurred will be added to the unpaid balance of the client. ARK SoftWash also reserves the right to refuse to continue business with a client who is currently past due, or who has been 30+ days past due more than once. This contract is binding.

Acceptance of Terms

By accepting a quote, the client agrees to all the terms and conditions in this agreement. You authorize ARK SoftWash to do the work as specified on the quote. You release ARK SoftWash from property damage unless negligence or willful misconduct caused it. ARK SoftWash is not responsible for damage to siding, paint, wood, trim or windows that was previously noted as damaged or found during the pre-inspection walk through, and thus noted on the estimate sheet. ARK SoftWash will be obligated under our terms and conditions for any damage that was a direct result of operator error, negligence, or willful misconduct. Damages must be discovered and reported to ARK SoftWash within 3 days of completion of service in that section. ARK SoftWash will be allowed 30 calendar days from the date of written receipt to inspect the premises and have the sole option in repairing or contracting repair to any damages that were the result of negligence.