

**STEADFAST POWERWASH / STEADFAST HOOD CLEANING
COMMERCIAL / RESIDENTIAL LIABILITY AND PAYMENT TERMS AGREEMENT**

This Customer Contract is between "Steadfast PowerWash / Steadfast Hood Cleaning" and our customers, sometimes referred to herein collectively as the "Parties," and is effectual when the Client accepts the Company's proposal or estimate.

WHEREAS, Company wishes for Client to understand Company's expectations in exchange for the services Company provides;

WHEREAS, the Company wishes to provide commercial and residential Hood Vent Exhaust Cleaning, Concrete Surface Cleaning, and Multi-Service Pressure Washing with an individual customer, place of business, or organization by the terms of this Contract.

WHEREAS, Client wishes for Company to perform the services above at Client's property by the terms of this Contract.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the review described below, the receipt and sufficiency of which are at this moment acknowledged, the Parties agree as follows:

Acceptance of Terms.

The client understands that by accepting an estimate provided by Company, the Client agrees to all of the terms and conditions in this Contract. The client authorizes the Company to accomplish the job specified in the estimate. The client further agrees to hold Company harmless for any property damage not caused by Company's negligence. The company is not responsible for damages already noted during pre-inspection, when providing an estimate, or during the on-site pre-work inspection.

Binding Agreement.

This Contract serves as a binding agreement between Client and Company. This Contract constitutes the sole and entire agreement between the parties hereto, and no modification of this Contract shall be binding unless signed by all parties or assigns to this Contract. No representation, promise, or inducement not included in this Contract shall be binding on any party hereto.

Authorizations.

Client shall allow Company, its employees, and representatives access to Client's property to accomplish the requested cleaning services. The client further agrees to allow Company to visit the property before the service date for assessment and after the services were performed for a follow-up check. The previous visits may be done with short or no notice.

On the service date, the Client agrees to allow Company to use the residential/commercial water source via an outdoor or indoor 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 Company can prepare

and bring an adequate amount of water for the cleaning service. If Company is required to supplement the water supply, the Client understands 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 required.

The company's crew members will inspect the Client's spigot to ensure no damage to it and the surrounding area. The client agrees that Company shall not be held liable for either previously damaged spigot issues or issues outside the Client's home unrelated to cleaning services.

The company cannot proceed with any Kitchen Exhaust Cleaning or Pressure Washing Service if the Client has ongoing construction and home improvement projects. The client is now advised to schedule the Company's services to be performed on dates when no construction and home improvement projects are being completed. A cancellation fee of \$150.00 shall be charged to the Client if we arrive at the scheduled time of service with notice of cancellation. (an exception but not limited to unfortunate circumstances or inclement weather conditions that prevent the services from being safely performed by either party.

During unavoidable circumstances, such as emergencies or inclement weather conditions, Company shall perform the requested cleaning services on the next business day. The client acknowledges that as much as Company wants to accommodate a quick reschedule, Company has other considerations to consider, such as working with other scheduled clients and weather situations.

Payment Terms.

Unless otherwise agreed by the parties in writing, payment is due upon the completion of work. The company accepts all forms of payment, including cash, check, or credit. If paying with credit, Company buys 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 30 days (unless NET OR SPECIFIED) past due will be subject to a 7% late fee.** If any invoice or scheduled payment goes 60 days past due, Company shall have the right to file a civil suit to collect the outstanding debt. The company further reserves the right to refuse to continue doing business with a client who is currently past due or has been 30+ days past due more than once.

If Client and or Company have a net 30 days payment schedule, Client must have payment submitted to Company within a 30-day grace period. **Time is of the essence.**

A \$45.00 processing fee will be assessed for returned checks.

Risks and Releases of Liability.

The company has expert technicians who operate the equipment used in any cleaning service. The company always takes extra precautions not only to keep Company's technicians safe but also to avoid causing any damage to the Client's property. The company understands the type of cleaning required to meet NFPA 96 standards and the adequate pressure a surface needs when cleaning, like using low pressure on delicate surfaces. However, damage can be inevitable due to various reasons like poor maintenance, neglect, or low-grade building materials. To avoid injury,

the client is advised to implement routine maintenance on the home's surface and ensure a watertight seal to the house before the cleaning date. The company shall not be liable for any damages due to improper maintenance, neglect, or low-grade building materials.

On the cleaning service date, Company will note any pre-existing damage to the area to be serviced using a checklist sheet, and photos of any damage will be obtained and reported to the customer or business. The company will take pictures of any injuries and provide them to the customer or place of business upon request. If the customer or company has found any new damage, the services will stop until the Client can see the damage and acknowledge its existence.

Kitchen Exhaust Cleaning.

The company will inspect and test all exhaust fans before cleaning. The company will inspect, note, and photograph any bare wires, exposed wires, wiring that is too short, damaged outlets, electrical issues, non-operable hood lights, excessive grease accumulation or damage to the roof, negligence to the system, or unusual functionality of the hood vent system.

The company will not be held responsible for cleaning inaccessible areas due to the lack of access panels in the duct system.

The company will document any damage to fans, ducts, hoods, and filters.

Concrete Surface Cleaning.

The company will inspect and photograph damaged surfaces, such as etching and report them accordingly.

Content Use & Release.

The client agrees to give the Company permission to use the property's photos, videos, reviews, or descriptions for advertising. These will be used without any compensation to the Client. The client agrees not to initiate civil action against the Company for using the above media. The company will not reveal personal and sensitive information like employees' names and addresses.

Company's Damages Liability.

The company is liable for any damage to properties that directly result from the company's negligence, like operator errors and willful misconduct. Damages must be reported to the company no more than two days after completing the cleaning service. Otherwise, those damages are waived. The client agrees to allow Company 30 calendar days from being notified of any potential damages to inspect and cure the issue(s) before the Client initiates any action related to the alleged injuries.

Severability.

Suppose any provision of this Contract or the application thereof is held invalid by a court, arbitrator, or government agency of competent jurisdiction. In that case, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Contract, which can be given effect without the invalid conditions and thus shall remain in full force and effect or application.

Attorneys' Fees and Costs.

Suppose at any point either Party breaches the commitments contained within this Contract. In that case, the non-breaching Party is entitled to recover all of its reasonable attorneys' fees and all other reasonable costs incurred in preparing and serving any notice or demand hereunder, whether or not legal action is subsequently commenced.

No Waiver of Breach.

The failure to enforce any provision of this Contract shall not be construed as a waiver of any such provision, nor prevent a Party after that from enforcing the provision or any other provision of this Contract. 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.

Choice of Law.

The validity and construction of this Contract shall be determined under New Mexico law, without regard to its internal conflicts of laws and rules.

Amendments to the Contract.

This Contract shall not be altered, amended, or modified by oral representation before or after this Contract's execution. All amendments or changes must be in writing and executed by all Parties.

Forum Selection; Jurisdiction; Venue.

For any action or proceeding arising out of this Contract, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in Bernalillo County, New Mexico. Further, Parties waive and agree not to assert in any such action, suit, or proceeding that they are not personally subject to the jurisdiction of such courts, that the action, suit, or proceeding is brought in an inconvenient forum, or that venue of the action, suit, or proceeding is improper.

IN WITNESS, this Contract is effective when the Client accepts the Company's proposal or estimate.

ENTERED INTO THIS _____ DAY OF _____, 2022

Steadfast PowerWash / Steadfast Hood Cleaning

ENTERED INTO THIS _____ DAY OF _____, 2022.

Client