



Terms of Service

Terms of Service IMPORTANT -- READ CAREFULLY. Revised August 6, 2013

Important Current Terms and Conditions of Service.

These Terms and Conditions of Service ("Agreement") are a legal agreement between you (either an individual or an entity that you are representing, hereinafter "you") and Kristopher Cook dba "KC Power Clean". Your use of the Services constitutes your agreement to the terms of this Agreement and you acknowledge, and assent that all KC Power Clean products and services ("Services") are exclusively offered, purchased, and provided subject to these terms and conditions of service. You further acknowledge that KC Power Clean does not and would not offer, sell, or agree to provide any service(s) without your assent to these terms. Services include new services, changes to service, services added or rendered at time of scheduled service, follow-up visits, rain touch-up service, touch-up services, and other services offered or provided by KC Power Clean.

Service Limitations:

Window Cleaning: Standard service window cleaning does not include the removal of paint, hard water stains, adhesives, stickers, or glues. Removal or reduction of these substances is offered for an additional fee. A "track wipe down" is included with full service cleaning; track wipe down includes wiping down the interior lower sill and interior lower track of the window with a cloth. Some styles of tracks (small grooved), or excessively dirty tracks may require detailing to be fully cleaned; there is an additional charge for track detailing if requested. You may be asked to move/help move some furniture or other property at the work site; if you are physically unable, you should retain the services of a qualified person to do this for you. KC Power Clean's technicians wear shoe covers to protect your floors while inside your home on all carpeted surfaces. Shoe covers may be unsafe when working on hard surfaces or when using ladders so they are optional to protect our technicians from slips or falls when working. KC Power Clean does not guarantee that it will be able to move any heavy items in order to gain proper access to safely clean each window or any other surface(s). KC Power Clean reserves the right to refuse to clean any item, including any item which it determines cannot be cleaned safely. Customer will not be charged, or will be refunded, for those items not cleaned due to safety or property damage concerns. KC Power Clean will not be held liable for leakage(s) through windows that are not properly sealed.

Solar Panels: KC Power Clean uses highly purified water to clean the solar panel surfaces which is an approved method by the Window Cleaning Resource Association (WCRA) and International Window Cleaning Association (IWCA). KC Power Clean will not be held responsible for any new or pre-existing damage to solar panel glass surfaces or electrical components nor do we guarantee an increased energy output after the cleaning.

Rain Touchup: KC Power Clean offers a rain guarantee for a small additional fee. If it rains, and the exteriors of your windows are blemished by the rain, KC Power Clean will touch up the exterior of the windows which have been affected by the rain provided that you call within seven (7) days of the original service date. If for any reason the deionizer fails and a window dries with spots, KC Power Clean will touch up the exterior of the windows which have been affected by the deionizer failure at no cost to you, provided that you call within seven (7) days of service. Pre-existing



hard water stains or spotting from other causes is not included. You are entitled to a maximum of one (1) rain or deionizer touchup per service. You may be asked to remove your screen(s) prior to the touch up. Window spots or stains that are from inadequately sealed or damaged frames will not be warranted.

Pressure washing: Adverse reactions from pressure cleaning are uncommon, but can occur. The surfaces being pressure cleaned, or surfaces or objects (including foliage) near the pressure cleaning may be adversely affected by pressure cleaning, meaning that it is possible they could be damaged or marred by pressure cleaning; it is an inherent possibility with pressure cleaning. We make every effort to be safe and avoid any possible adverse reaction but customer understands and accepts that KC Power Clean is not responsible for such unforeseen adverse reactions. While unexpected, normal cleaning procedures may damage the item being cleaned; KC Power Clean takes effort to avoid any damage to customer property. KC Power Clean's liability for any property damage due to any cleaning activity is limited by this agreement. (*See Limitation and Release of Liability*).

KC Power Clean makes no guarantees regarding the ability to remove or reduce any stain, blemish, or soiling of any surface. All services are rendered without warranties, express, implied, statutory or otherwise.

Rooftops: KC Power Clean is responsible for any roof tiles that they break during the cleaning process and you agree to allow them to do small cosmetic repair and/or replace any broken roof tiles if needed after the cleaning at no cost. KC Power Clean will not be held responsible for any future leaks from roofs, skylights, siding, or windows. KC Power Clean will not be held responsible for any unforeseen roof problems or the cost for any roof repairs in the future.

Environmental Safety: KC Power Clean uses reverse osmosis & deionized water which is highly purified water. It is a safe and effective cleaning agent. Additionally, the window soap that KC Power Clean uses is specifically formulated to be environmentally safe. The MSDS for all chemicals used by KC Power Clean is available to you in electronic form upon request. KC Power Clean utilizes advanced water recovery equipment during power washing procedures to protect the local waterways from hazardous water run-off. KC Power Clean retains the right to choose the best water recovery methods and applications based on the particular project.

Use of Water and Electricity: You agree that KC Power Clean may use the water and electricity at the work site to perform the cleaning services.

Sealing and Coating: KC Power Clean may not be able to guarantee 100% stain removal from any substrate or surface to be sealed prior to applying a sealer or coating. Some stains and blemishes from the surface may have a greater chance of being removed from the surface with more aggressive cleaning methods but this comes at the risk of further damaging or altering the surface. KC Power Clean, if requested to pursue the more aggressive cleaning options, will not assume responsibility of the damage to the surface or surrounding surfaces. KC Power Clean's liability for any property damage due to any cleaning activity is limited by this agreement. (*See Limitation and Release of Liability*). If these more aggressive cleaning options are denied, there is a greater chance that some stains and blemishes will not be removed at the rate/percentage that they could have been removed. KC Power Clean can only be held responsible for poor workmanship (ie improper application methods). KC Power Clean will not be held liable for product failure that is a result of a manufacturing defect. KC Power Clean will not be held



liable for excess moisture issues including but not limited: subsurface moisture/vapor pressure, sprinkler run-off prior to complete cure time, and excessive sprinkler run-off resulting in a whitening of the sealer. KC Power Clean will not be held liable for adverse reaction due to improper care for the sealed surface including but not limited to: chemical reactions due to spills, scars from abrasives, or any other improper care for the sealed surface. KC Power Clean only warrants the water beading and protective qualities, chipping and premature peeling, and whitening of the sealed surface for a period of 12 months from the original date of service. Extended warranties can be purchased at additional costs by contracting for maintenance wash and recoat services on an annual basis.

Chandelier & Light Fixtures: Even though KC Power Clean is fully insured, it will not be liable for any damage or breakage of any pieces or parts resulting from the cleaning of the chandelier/light fixture ("fixture") except as set out below. While the utmost care and professional techniques will be employed during the cleaning of this fixture, it is accepted and understood that some fixtures are extremely fragile and may fracture at even the slightest touch. It is also accepted and understood that exact-match replacement parts may not be readily available if at all. In the event of breakage, KC Power Clean will make a good-faith effort to repair or replace the damaged piece. If a repair is not possible, KC Power Clean will reimburse the customer up to an average value of a similar style part from a similar style fixture if the damage is due to poor/improper workmanship.

Modification of Agreement: This document (KC Power Clean Terms) sets forth the terms and conditions of service between KC Power Clean and you, and supersedes all other prior or contemporaneous oral or written agreements and understandings. No oral or other written statements should be construed or relied upon by you as a waiver, modification, or amendment of these terms and conditions of service. No KC Power Clean service technician or other service provider has the authority to waive, modify, or amend these terms or conditions. If any clause of this contract is found unenforceable, the remainder of the agreement will not be modified.

Your responsibility to protect 3rd parties: Certain cleaning activities pose a danger of injury to you or others. These dangers include, but are not limited to, slipping on wet surfaces, falling ladders, falling water fed poles, power washing spray, tripping on a hose or other cleaning equipment, and electrocution. YOU AGREE TO ACTIVELY PREVENT ANY 3rd PARTY FROM WALKING IN OR NEAR THE CLEANING WORK SITE OR WET SURFACES. YOU ARE RESPONSIBLE TO INSURE THAT NO 3rd PARTY IS IN OR NEAR THE CLEANING WORK SITE AND THAT NO 3rd PARTY WALK ON OR STAND ON WET SURFACES, DO NOT STAND NEAR LADDERS, WATER FED POLES, OR TECHNICANS WHILE THEY ARE WORKING.

Return Check Fee / Late Fee / Attorney's Fees: All returned checks are subject to a \$25 fee. There is a late payment fee of \$35, and there will be a 1-1/2% per month late charge (18% per annum) on all overdue balances. In the event of any suit (whether contract, tort, or both), each party shall pay its own attorney fees and costs.

Promotions: Any special offers and promotions may not be combined. KC Power Clean reserves the right to change pricing policies or special promotions at any time.

LIMITATION AND RELEASE OF LIABILITY: KC Power Clean's liability for property



damage is limited to a refund of the amount paid for the services rendered. If property damage is claimed, KC Power Clean at its sole discretion, and without admitting liability, may offer to replace or repair the property in lieu of a refund of the sale price. KC Power Clean will choose the method, manner, and person(s) to perform or supply such repair or replacement. KC Power Clean is not liable for customer's loss of profits, business goodwill, or other consequential damage, due to its failure to perform in any respect or due to damage arising from the services rendered.

YOU ACCEPT THESE RESTRICTIONS ON YOUR RIGHT TO RECOVER DAMAGES. YOU REALIZE AND ACKNOWLEDGE THAT THE PRICE OF THE SERVICES WOULD BE SUBSTANTIALLY HIGHER IF KC POWER CLEAN WERE REQUIRED TO BE RESPONSIBLE FOR DAMAGES.

Notice / Statute of Limitations: Despite any statute to the contrary, any claim arising from or relating to this Agreement (whether contract, tort, or both) must be brought within 90 days after it arises.

Jurisdiction / Venue: You agree to jurisdiction only in California, with venue in Orange County and customer waives right to change of venue.