

Service Agreement

This Service Agreement (the "Agreement") is entered into by and between:

1. **Service Provider:** [Full Legal Name of Home Service Business], located at [Business Address], and can be contacted at [Phone Number] and [Email Address].

2. **Client:** The individual or entity accepting this Agreement and the estimate provided by Service Provider, upon confirmation of the estimate.

This Agreement is approved and becomes binding upon the Client's acceptance of an estimate which incorporates the terms outlined below.

1. Description of Services

Specific Services Covered:

The Service Provider agrees to perform the following services:

- Pressure washing services, including but not limited to driveways, walkways, patios, decks, siding, and roofs.
- Soft washing services for delicate surfaces such as roofs, windows, and outdoor furniture.
- Gutter Cleaning, Window Cleaning, Paver Sealing [Add any other relevant services specific to your business]

Exclusions:

The following services are not included under this Agreement:

- Cosmetic repairs.
- Structural damage.
- Cosmetic repairs (e.g., paint touch-ups, minor surface imperfections).
- Structural damage or issues, including but not limited to loose siding, damaged roofing, or cracks in exterior surfaces.
- Pre-existing conditions noted in the inspection, including, but not limited to, rust, stains, or damage caused by weathering or aging.
- Services performed on surfaces or areas that have not been disclosed to the Service Provider or were inaccessible during the inspection.
- Damages to exterior electrical systems, plumbing, or any other systems that are not directly related to the cleaning service.
- Work on surfaces that are deemed unsafe or unsuitable for cleaning, such as certain types of roof shingles, cracked windows, or other fragile materials.
- Any damage resulting from failure to comply with the Access Requirements (e.g., windows left open, unprepared surfaces).
- Cleaning of areas with excessive debris, hazardous materials, or biohazards that the Service Provider deems unsafe to clean.
- Services on areas that are overly contaminated or require specialized treatment outside of the Service Provider's capabilities, such as mold remediation.
- Any damage to or from objects not moved by the Client (e.g., heavy furniture, vehicles, or yard items).
- Other Pre-existing conditions noted in Inspection

2. Payment Terms

Pricing Structure:

Services will quoted and accepted prior to start of work.

Payment Schedule:

Payments are due according to the following schedule:

- [Upfront deposit percentage or amount].
- [Monthly installments, if applicable].

Accepted Payment Methods:

The Service Provider accepts the following forms of payment:

- Credit card.
- Check.
- Cash.
- Venmo, PayPal, etc. [Enter any other accepted methods].

Any invoice or scheduled payment overdue by 10 days will incur a 7% late fee. If any payment remains 30 days past due, the Service Provider reserves the right to file a civil suit to collect the outstanding balance.

3. Service Performance

Work Timeline:

The Service Provider will complete the services within a reasonable time frame. Any delays due to unforeseeable circumstances (e.g., weather, supply issues) will be communicated to the Client as soon as possible.

Access Requirements:

The Client agrees to provide the Service Provider access to the property and the necessary areas for the completion of the work. This includes, but is not limited to:

- Ensuring that water is turned on and accessible for use during the service.
- Moving any furniture, plants, rugs, or other personal property away from the home or work areas to prevent damage.
- Removing any vehicles from the driveway or areas where the service will be performed.
- Ensuring that all windows are closed. If the Client is aware of any windows or doors with leaks (e.g., bad seals or weather stripping), they must place towels down to prevent water damage.
- Cleaning the yard of any pet waste (e.g., dog poop) and removing any obstacles that could hinder access or work.
- Ensuring that gates are unlocked and accessible for entry to the property.
- Ensuring that screen porches are accessible and clear of obstructions.

Failure to meet these access requirements may result in delays or additional charges. If the Service Provider is unable to complete the work as planned due to lack of access or preparation, the Client will be responsible for any additional costs or delays incurred.

Materials and Parts:

The Service Provider will supply all materials and parts needed unless otherwise agreed upon. The Client is responsible for the provision of certain materials as outlined in the estimate.

4. Force Majeure Clause

Neither party shall be held liable for failure or delay in performance under this Agreement due to unforeseen circumstances beyond their control, such as acts of God, war, terrorism, natural disasters, or labor disputes.

5. Client's Duty to Disclose Issues

The Client agrees to disclose any known issues with the property that may impact the Service Provider's ability to perform the services, including but not limited to structural problems, water damage, or unsafe conditions.

6. Authorization

The Client authorizes the Service Provider, its employees, and representatives to access the Client's property to accomplish the requested services. The Client also agrees to allow the Service Provider to visit the property before the service for an assessment and after completion for a follow-up check. These visits may occur with short or no prior notice.

7. Change Order Process

Any changes to the original scope of work will require the Service Provider to provide a written change order, detailing the additional costs and timeline. Work will only proceed after the Client's approval of the change order.

8. Liability Limitations and Disclaimers

The Service Provider is not responsible for any incidental or consequential damages, including but not limited to property loss, damage due to pre-existing conditions, or damages not caused by the Service Provider's negligence. The Service Provider shall not be held liable for damages noted during the pre-inspection or after the work has been completed.

9. Intellectual Property and Marketing Rights

The Client agrees that the Service Provider may use photos or videos taken during the service for marketing, promotional, or advertising purposes, including online media. Any custom designs or work provided by the Service Provider (e.g., landscaping designs) shall remain the intellectual property of the Service Provider.

10. Termination Clause

Either party may terminate this Agreement if the other party fails to comply with its terms, subject to a notice period of [Insert time frame]. In the event of non-payment or breach of contract, the Service Provider reserves the right to stop work and take legal action to recover outstanding amounts.

11. Dispute Resolution

If a dispute arises from this Agreement, both parties agree to attempt to resolve it through negotiation. If unsuccessful, mediation or arbitration may be used as the next step. Arbitration shall take place in [Insert location], and the prevailing party shall be entitled to recover legal fees.

12. Severability Clause

If any part of this Agreement is found to be unenforceable, the remaining sections will remain in full force and effect.

This Agreement constitutes the entire understanding between the Client and the Service Provider and supersedes all prior agreements or understandings.

By accepting the estimate provided by the Service Provider within the QuotelQ application or by scheduling an appointment, the Client acknowledges and agrees to all terms and conditions outlined in this Agreement. This acceptance is binding and constitutes a legal agreement between the Client and the Service Provider.