Terms and Conditions

Standard Terms and Conditions

These Terms and Conditions ("Agreement") govern the provision of pressure and soft washing services ("Services") by KEM Bros Professional Pressure Washing ("Company") to the customer ("Customer"). By accepting an estimate or scheduling Services, the Customer agrees to be bound by this Agreement.

1) Estimates

- 1.1 Estimates provided are valid for 30 days from the date issued unless otherwise specified.
- 1.2 Estimates are based on the information provided by the Customer and the visible condition of the property. Any unforeseen issues or additional work required may result in an updated estimate or additional charges.

2) Watertight

- 2.1 The Company expects the Customers property to be in good repair and weathertight.
- 2.2 This includes, but is not limited to all electrical including receptacles and light fixtures. Doors and windows shall also be weathertight.
- 2.3 The Company is not responsible for damages as a result of water infiltration from poor or improper installation, maintenance, or repair of electrical-related items or doors and windows.

3) Water Usage

- 3.1 By signing this agreement, the Customer agrees to provide the Company the right to use an on-site water supply as needed to complete the stated project without compensation.
- 3.2 If an exterior water supply is required, it will be at an additional charge.

- 3.3 It is the customer's responsibility to make sure the water supply is on and in working order before the Company and its associates arrive.
- 3.4 Additional charges will be applied if water is not available.

4) Electrical Usage

- 4.1 By signing this agreement, the Customer agrees to provide the Company the right to use an on-site source of electricity as needed to complete the stated project without compensation.
- 4.2 If an exterior source is required it will be at an additional charge.

5) Color and Tone Concerns

- 5.1 The properties and species of wood age and weather can greatly affect the resulting color or tone of the stain. Variances may occur on individual boards as well as the total project, as densities and other characteristics vary across and throughout the wood.
- 5.2 The Company and its associates will attempt to represent the final finish color and tones as best as possible. While the Company can often give an idea of the overall color or tone, the Customer must expect some variance in the overall finish.

6) Courtesy

- 6.1 While the Company is on location and performing work on your property, the Customer is responsible for keeping all children and pets, as well as other individuals away from the work area.
- 6.2 Children and pets must be kept off the work surface for at least 24 hours after work is completed. This is for your safety as well as our own.

7) Payment Terms

- 7.1 Payments to KEM Bros Pressure Washing are due as per the contract schedule and are to be paid by check, credit card, Zelle, Square, or cash.
- 7.2 A deposit of 25% may be required at the time of booking.

- 7.3 Payment in full is due upon completion of the Services unless otherwise agreed in writing.
- 7.4 Late payments may incur interest at the rate of 10% per month or the maximum rate allowed by law.
- 7.5 The Customer agrees to pay any collection cost incurred by the Company related to the collection of outstanding balances.

8) Scheduling and Access

- 8.1 Inclement weather may affect scheduling. The Company will attempt to keep scheduling conflicts to a minimum, however, circumstances that are beyond the Company's control may affect project start and completion dates. The Customer will be notified of any changes.
- 8.2. The Customer agrees to provide access to the property and water supply necessary for completing the Services.
- 8.3. The Customer must ensure the property is clear of vehicles, furniture, wall art or any other obstacles that may interfere with the Services.
- 8.4. The Company is not responsible for delays caused by the Customer's failure to provide access or clear the work area.
- 9) Removal & Replacement of Deck Contents
- 9.1 Removal and replacement of grills, deck furniture, planters and any other items are the responsibility of the homeowner.
- 9.2 Should the Company need to remove items from the deck, they will not be responsible for any damage, breakage or for storage issues.
- 9.3 An additional charge may be applied for the time and labor devoted to the removal of these items.
- 10) Liability
- 10.1 The Company is not responsible for pre-existing damage to surfaces or property.

- 10.2 The Customer agrees to notify the Company of any fragile or sensitive areas before the Services commence.
- 10.3 The Company will take reasonable precautions to avoid damage; however, the Customer accepts that some surfaces may experience discoloration or damage due to the nature of Services.
- 10.4 The Company is not responsible for damages due to improperly installed siding, loose shingles or siding, broken or opened windows, improperly sealed windows and doors, wood rot, defective construction, improperly secured wires, loose or improperly installed gutters, and ladders and improper caulking.
- 10.5 In every aluminum siding case and in some cases with vinyl siding, the sun and weather will bleach the color or cause fading. Pressure and soft washing, which entail the removal of chalky, gritty, or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. The Company will not be responsible for such conditions.
- 10.6 The Company will not be responsible for loose mortar that may dislodge during the cleaning process.

11) Stains

- 11.1 Some stains cannot be removed by pressure and soft washing. Tree sap, artillery fungus, splatters from stains and paints are examples of materials that cannot be removed by conventional means.
- 11.2 The Company will make every attempt to point these areas out to the customer when quoting the project. In the event that stains are not able to be removed completely, the Company will not be held liable for stains that cannot be removed.
- 11.3 The Company cannot guarantee removal of artillery fungus from exterior surfaces.
- 12) Warranties & Disclaimers
- 12.1 All warranties are limited to those offered by the manufacturers of the products used.
- 12.2 The Company warrants that Services will be performed in a professional and workmanlike manner.

- 12.3 No additional warranties, express or implied, are provided unless stated in writing.
- 12.4 The Company must be notified of any issues with the quality of work.

13) Window Spotting

Window spotting is possible during the process of pressure and soft washing. Window cleaning is not included in the contractual obligation of the Company.

14) Concrete

- 14.1 The appearance of concrete depends on a number of factors, most linked to when the concrete was initially poured and cured. When concrete with dirt, mold, mildew, algae and other pollutants and stains is cleaned, the concrete will then reveal any and all imperfections that the pollutants and stains have covered up.
- 14.2 Due to this, the Customer understands that not all concrete will look the same even on the same driveway, patio, sidewalk, or concrete slab.

15) Scope of Work

- 15.1 The Company will perform Services as outlined in the accepted estimate. Any modifications to the scope of work must be agreed upon in writing.
- 15.2 The Company reserves the right to refuse any work that was not included in the original estimate or that may pose safety risks.
- 16) Cancellation and Rescheduling
- 16.1. Cancellations or rescheduling requests must be made at least 48 hours in advance.
- 16.2. Cancellations made less than 48 hours prior to the scheduled Service may result in a cancellation fee of \$100.

16.3. The Company reserves the right to reschedule Services due to weather conditions or unforeseen circumstances.

17) Indemnification

The Customer agrees to indemnify and hold harmless the Company, its employees, and agents from any claims, damages, or losses arising out of the Customer's failure to comply with this Agreement or any negligent actions by the Customer.

18) Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings. Any amendments must be made in writing and signed by both parties.

By accepting an estimate or scheduling Services, the Customer acknowledges they have read, understood, and agree to these Terms and Conditions.