

## A1 Sparkles Cleaning LLC Terms of Service

**APPLICATION FOR SERVICE.** Customer hereby applies to A1 Sparkles, LLC (The Provider) for residential, commercial cleaning and or water damage restoration services. This application doesn't constitute an enforceable contract until accepted by an authorized company representative. Provider agrees to perform the services identified on the front of this Contract. Owner/Agent/Customer/Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. The provider is not a party to any agreement with Customer, is not a guarantor of the Customers Services, and is not subject to liability arising out of such Services.

**SERVICE.** Biweekly cleaning consists of cleaning every two weeks. Monthly cleaning consists of cleaning every four weeks. Any guarantees, specials, coupons, or gift certificates not mentioned in this agreement are considered invalid, releasing The Provider from any such claims. The Provider reserves the right to amend the rates mentioned in this agreement to reflect but not limited to, inflationary adjustments, customer requirements changing, additional areas, furniture, occupants, or pets. The Provider makes no claims or guarantees of performance outside of manufactures claims.

**AGREEMENT OF TERM & CANCELTION NOTICE.** For recurring service indicated in section "C" this agreement shall automatically extend on a month to month basis. All customer's requesting to cancel, "terminate" services must give at least seven days' written notice before their scheduled cleaning or be subject to full payment. Customers requesting to reschedule service must give at least three days' notice or be subject to a \$40 lockout fee or pay the full price of the scheduled cleaning. If the Provider determines in its sole and absolute discretion, that continuation of service will adversely affect service to others and or the safety of our staff members, the provider reserves the right to terminate this agreement at any time without written notice. The Provider reserves the right to cancel or without penalty any appointment due to adverse weather conditions, scheduling overrides, heavy traffic, emergency service calls and or equipment failure.

**GUARANTEES:** Provider's performance of the Services is limited by pre-existing conditions and characteristics of the premises, material, fabrics, furniture, flooring, and other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PRE-EXISTING CONDITIONS. Customer shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified:

- A.) Provider will, in its sole discretion, pre-test materials for removability of spots or stains; dye or colorfastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLORFASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN. Provider DOES NOT GUARANTEE that walls, floors and ceilings cleaning will restore the original color surfaces. Not all surfaces are conducive to cleaning. Provider shall use reasonable efforts to advise Customer any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved.
- B.) A variety of materials are used in the manufacturing, upholstery, carpets, rugs, and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Customer acknowledges that it is impossible to determine when such adverse secondary effects may occur, and PROVIDER DOES NOT GUARANTEE AGAINST SUCH SECONDARY EFFECTS.
- C.) Customer acknowledges and agrees that according to the EPA, CDC, and FEMA mold is commonly found throughout the environment and that it is impossible to eradicate all mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
- D.) Customer acknowledges that our cleaning and/or drying process will help to reduce moisture levels, soil levels and counteract the cupping, swelling, buckling, and reduce secondary damage that has taken place, of swollen floorboards, loose grout, vinyl, tile, grout, carpets, ceiling, walls, hardwoods, subfloors and all other types of materials. THE PROVIDER CAN NOT GUARANTEE AGAINST ANY SUCH SECONDARY DAMAGES THAT MAY OCCUR.

**WARRANTIES:** PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.

**LIMITATION OF LIABILITY:** In no event shall provider its owners' officers, employees or affiliates be responsible for indirect, special, nominal, incidental, punitive, or consequential losses or damages, regardless of the legal or equitable theory asserted including contract negligence warranty, strict liability, statute or otherwise, even if it had been aware of the possibility of such damages or they are foreseeable; or for third party claims. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN OF THEIR ESSENTIAL PURPOSE.

Some states/countries do not allow the exclusion or limitation of incidental or consequential damages so the above may not apply to you. If the customer selects a customized cleaning and or the provider is not allowed to perform its recommended procedures and/or drying equipment is removed prematurely, turned off, or altered in any way by the customer, the customer agrees to release and hold harmless, and indemnify the provider against any claims or actions that may result from such incomplete procedures. If the Stains Come Back So Do We, guarantee applies only if the Customer approves all Provider recommended services, is valid only if the carpet is under manufacture warranty, the Company must be able to use its truck mount carpet cleaning equipment, expires 30 days from the service date, and only applies to existing stains that the company cleaned.

**NOTICE OF CLAIM.** The Provider shall have no liability whatsoever unless of a customer's claim is given to The Provider in writing within three days following the date of the allegation. All cleaning involves some inherent degree of risk to the fabric/surface being cleaned. Shrinking, bleeding, browning, and texture changes can all occur when fabrics/hard surfaces are cleaned. You must assume responsibility for any unwanted effects from your fabric/surface cleaning for us to proceed.

**CREDIT CARD AUTHORIZATION.** Customer hereby authorizes The Provider to charge, hold and process the amount shown in the section titled Total Due. Customer refunds are in the form of checks from The Provider only. Chargebacks for service disputes are not valid. Customer authorizes The Provider to charge this credit card or any other credit card information that the customer may have subsequently supplied to The Provider as a replacement card to the one shown on this agreement.

**DEFAULT / NON-PAYMENT FEES.** Payments are due in full at the time of the cleaning. Pending payments are due within seven days of this agreement or the service dates whichever comes first. If a customer defaults in payment of any sum due The Provider reserves the right to discontinue service. Delinquent accounts are subject to late fee amounts in the rate of 1.8% per annum (or the maximum amount allowed by law), plus internal and external collection fees, attorney fees and expenses, court cost, and other expenses incurred in recovering such sums. A \$40 insufficient funds fee will be applied to returned checks. The Provider shall be entitled, fully permitted under law, to reasonable legal fees and costs of collection, in addition to any other amounts owed by Client. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.

**FORCE MAJEURE.** Defined as although not limited to; an event beyond the control of the Authority and the Company which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: fire, chemical or radioactive contamination or ionizing radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God. Explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination, invasion, acts of war (whether declared or undeclared), acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage. The Force Majeure clause above also applies to temporary possession of customer items.

**INDEMNIFICATION.** The Customer and merchants agree to indemnify, defend, and hold harmless Provider and its officers, directors, employees and agents from and against all liability, claims, losses, damages, injuries, expenses, attorneys' fees (whether in-house or otherwise), costs or otherwise, directly or indirectly arising from or related to Providers services. If Provider is fined or penalized by any of the Credit Card Associations or any other state, federal or regulatory agency, you agree that you will reimburse Provider immediately for said fines and/or penalties.

**EXCLUSIVITY.** During the term of this agreement and any renewal term and at any time, customer agrees not to solicit The Provider staff members, employees, affiliates, sub-contractors, vendors or other privileged individuals, for any reason or to perform services outside the company's venue. The exclusivity described here shall survive the termination of this agreement without limitation.

**DISCLAIMER.** This agreement may be privileged, proprietary, and confidential. It is intended for the recipient and may not be distributed to any third party or be modified for future use. If any provision of this contract is found to be ineffective, or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall remain in full force.

*Pennsylvania state law shall govern this agreement.*

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