

WASH BOSS SWFL, LLC

SERVICE TERMS & CONDITIONS

These Service Terms & Conditions (“Agreement”) are a legally binding contract between Wash Boss SWFL, LLC, a Florida limited liability company (“Company,” “we,” “our,” or “us”) and the property owner or authorized representative (“Customer,” “you,” or “your”) who requests, approves, or allows services to be performed.

BY SCHEDULING, APPROVING, OR ALLOWING SERVICES TO PROCEED, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS IN FULL.

1. Scope of Services

1.1 Services Provided

The Company provides professional exterior cleaning and surface treatment services, limited to those described in the approved written quote, including but not limited to:

- Pressure washing and soft washing
- Roof cleaning and house washing
- Driveway, sidewalk, patio, and deck cleaning
- Pool enclosures and lanais
- Fence and exterior surface cleaning
- Paver cleaning, re-sanding, and sealing
- Commercial exterior cleaning

1.2 Exclusions

Unless separately quoted and authorized in writing, the Company does not provide:

- Structural repairs or surface resurfacing
- Interior cleaning of any kind
- Mold remediation
- Asbestos, lead paint, or hazardous material removal or handling

Any work outside the approved scope must be authorized in writing and may incur additional charges. The Company reserves the right to decline service at any property deemed unsafe or unsuitable upon arrival.

2. Customer Responsibilities

2.1 Property Access

Customer must provide clear, unobstructed access to all service areas, including gates, side yards, and outdoor water sources, prior to and throughout the duration of service.

2.2 Water Supply

A functional outdoor water connection must be available within 100 feet of the work area unless otherwise agreed in writing prior to scheduling.

2.3 Site Preparation

Before service begins, Customer is responsible for:

- Securing all windows, doors, and vents
- Removing vehicles, furniture, décor, and personal property from the work area
- Protecting or relocating fragile or sensitive items
- Communicating any special concerns or landscaping sensitivities

Failure to properly prepare the property releases the Company from liability for resulting damage, to the fullest extent permitted by Florida law.

2.4 Disclosure of Property Conditions

Customer must disclose any known pre-existing conditions prior to service, including but not limited to: loose materials, cracks, surface deterioration, faulty caulk or seals, oxidation, drainage problems, prior water intrusion, or any structural concerns. The Company is not responsible for damage resulting from undisclosed conditions.

3. Estimates, Pricing & Payment

3.1 Estimate Validity

Written estimates are valid for 7 days from the date issued unless otherwise stated. Estimates are based on information provided by the Customer and conditions observable at time of quoting. Final pricing may be adjusted if actual site conditions differ materially from what was represented.

3.2 Deposits

For jobs with a quoted total of \$1,000 or more, or for commercial projects of any amount, the Company may require a deposit of 20–50% of the total quoted price prior to scheduling. Deposit amounts will be stated in the written quote. Deposits are non-refundable if Customer cancels with less than 24 hours' notice.

3.3 Payment Terms

Full payment is due immediately upon service completion unless otherwise agreed in writing before work begins. Accepted payment methods include cash, check, and major credit/debit cards. Returned or declined payments incur a \$35 administrative fee.

3.4 Late Payments

Unpaid balances outstanding more than 7 days after service completion will accrue interest at 1.5% per month (18% per annum), or the maximum rate permitted under Florida law (Fla. Stat. §§ 687.02–03), whichever is lower. Customer agrees to pay all reasonable attorney's fees and collection costs incurred to recover any unpaid balance.

4. Scheduling, Cancellations & Weather

4.1 Cancellation & Rescheduling

At least 24 hours' advance notice is required to cancel or reschedule any appointment. Notice must be provided by phone call or text message to 239-823-2537, or by email to contact@washbosswfl.com. Cancellations with less than 24 hours' notice may incur a \$50 cancellation fee. For jobs where a deposit was collected, the deposit is forfeited for cancellations within 24 hours.

4.2 Weather Delays

The Company reserves the right to postpone or suspend services due to weather conditions that pose a safety risk or would compromise the quality of work (including rain, high winds, lightning, or temperatures below 50°F). Rescheduling due to weather will not trigger any cancellation fee or forfeiture of deposit.

5. Surface Conditions & Cleaning Risks

5.1 Industry Standard of Care

All services are performed using industry-standard methods and equipment appropriate to the surface type. The Company selects cleaning agents, pressure settings, and techniques based on observable conditions at time of service.

5.2 Pre-Existing Conditions & Surface Sensitivity

Certain surfaces—including stucco, aged concrete, pavers, tile roofs, painted surfaces, wood, vinyl, and aluminum—may exhibit wear, fading, oxidation, chalking, or deterioration that becomes more apparent after cleaning. The Company is not responsible for revealing or worsening pre-existing damage or age-related wear. Cleaning does not constitute a guarantee of appearance.

5.3 Water Intrusion

While the Company takes reasonable precautions, water may enter structures through pre-existing gaps, failed seals, open vents, or construction deficiencies. The Company is not liable for water

intrusion caused by such conditions. Liability for water intrusion is limited solely to cases of gross negligence directly attributable to the Company.

5.4 Stain & Discoloration Disclaimer

Removal of oxidation, rust, efflorescence, tannins, embedded organic staining, or permanent discoloration is not guaranteed unless specifically quoted in writing. Results vary based on surface age, porosity, prior treatment, and the nature of the stain.

5.5 Landscaping, Vegetation & Chemical Use

Chemical Use Acknowledgment. Customer acknowledges that professional exterior cleaning—including roof soft washing, house washing, and certain hard-surface treatments—requires the use of cleaning solutions that commonly include sodium hypochlorite, surfactants, and other EPA-registered cleaning agents. Application of these solutions is standard industry practice.

Precautions. The Company takes reasonable precautions to protect landscaping during service, including pre-wetting vegetation and turf in work areas, diluting and rinsing chemical residues during and after application, and managing runoff paths. Due to the proximity of landscaping to work areas, incidental contact with surrounding plants, turf, and soil cannot be entirely eliminated.

Expected Temporary Conditions. The following conditions may occur following service and are recognized as normal, temporary effects that typically resolve through natural recovery:

- Yellowing, browning, or leaf drop on shrubs, hedges, and ornamentals adjacent to treated surfaces
- Linear turf discoloration in the path of roof runoff or downspout discharge
- Temporary foliage stress on palms, bromeliads, or other landscaping within spray range
- Wilting or scorched appearance on affected vegetation in the days following service

These conditions are often temporary and, where exposure has been limited, affected vegetation frequently shows recovery through emergence of new growth. The Company will conduct a 30-day observation period following service to assess recovery before making any remediation determination.

Customer Mitigation Duty. To support natural recovery, Customer agrees to:

- Deeply water all affected landscaping and turf within 24 hours of service, and continue regular watering during the observation period
- Refrain from fertilizing, pruning, or applying additional chemical treatments to affected areas during the observation period
- Refrain from removing, replacing, or destroying any affected plant or turf area prior to the Company's 30-day assessment, except with the Company's written approval

Failure to comply with this mitigation duty may result in forfeiture of any remediation claim under this Section.

Observation Period & Claim Process. Notwithstanding the 24-hour notification window stated in Section 8.2, landscape and vegetation-related concerns are governed by a 30-day observation period beginning on the date of service. Customer must notify the Company in writing within this period, and must allow the Company to conduct on-site inspection and documentation prior to any replacement, remediation, or third-party estimate. Following the observation period, the Company will assess any vegetation that has not shown recovery and, at its sole discretion, provide reasonable remediation, which may include: replacement of affected shrubs, ornamentals, or turf of comparable size and type; recovery treatment of turf areas; or monetary compensation equivalent to reasonable replacement cost. Remediation is limited to vegetation identified and documented at time of written notice.

Independent Assessment. Customer may contact their local UF/IFAS Extension office (<https://sfyl.ifas.ufl.edu/find-your-local-office/>) for independent horticultural assessment of affected

vegetation. Submission of an independent assessment does not modify the Company's inspection rights or remediation obligations under this Section.

Exclusions. This Section does not apply to, and the Company accepts no responsibility for:

- Damage to vegetation caused by pre-existing disease, pest infestation, drought stress, or nutritional deficiency
- Damage caused by Customer's own cleaning efforts, over-watering, under-watering, or third-party activity during the observation period
- Specialty, exotic, or high-value plantings that were not disclosed to the Company prior to service (see Section 2.3)
- Any vegetation condition that would have occurred regardless of the Company's services
- Consequential damages including landscape redesign, loss of curb appeal, or property value effects

Liability Cap. Any remediation provided under this Section remains subject to the limitation of liability stated in Section 7. In no event shall the Company's total obligation for landscape-related remediation exceed the amount Customer paid for the service giving rise to the claim.

6. Paver Cleaning, Re-Sanding & Sealing

6.1 Two-Day Process

Paver restoration is a multi-step process requiring cleaning, a minimum 24-hour drying period, joint sand replenishment, and sealer application. Adverse weather or high humidity may extend drying and curing time. The Company will communicate any delays and reschedule as needed at no charge to the Customer.

6.2 Material Characteristics—Not Defects

Customer acknowledges that the following are inherent characteristics of paver sealing and do not constitute defects or warranty claims:

- Color enhancement or variation between individual pavers due to differences in porosity and absorption
- Increased sheen on semi-gloss or wet-look finishes
- Temporary or permanent slipperiness when wet, particularly on smooth or polished paver surfaces
- Efflorescence appearing before, during, or after sealing as minerals migrate through the substrate
- Tire marks during the curing period (typically 24–48 hours after application)
- Variation in finish where irrigation overspray, standing water, or drainage inconsistencies affect sealer performance

6.3 Joint Sand

Polymeric sand is not included unless specifically itemized in the written quote. Standard joint sand replenishment is subject to natural settlement, displacement by traffic, irrigation, or weather. Minor sand loss over time does not constitute workmanship failure.

6.4 Workmanship Warranty—Sealing

The Company provides a 12-month limited workmanship warranty covering visible peeling or uniform flaking of sealer caused solely by documented improper application by the Company.

This warranty does not cover, and is expressly excluded from coverage for:

- UV fading or color shift from sun exposure over time
- Moisture whitening, hazing, or cloudiness caused by trapped moisture, rain, or humidity during or after application
- Damage from irrigation overspray or standing water
- Drainage or grading issues affecting sealer adhesion or appearance
- Slipperiness or tracking of debris
- Damage caused by third parties, vehicles, or objects
- Pressure washing or use of chemicals on sealed surfaces after service
- Acts of God, including flooding, extreme weather events, or freeze-thaw cycles

This warranty is void if the sealed surface is altered, modified, or treated by any party other than the Company after service is completed.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW:

1. The Company's total liability for any claim, damage, or loss arising out of services performed shall not exceed the total amount paid by Customer for the specific service giving rise to the claim.
2. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR DOWNSTREAM PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE.
3. Customer agrees to indemnify, defend, and hold harmless Wash Boss SWFL, LLC and its owner(s) from and against any claims, losses, or damages arising from: (a) unsafe or undisclosed property conditions; (b) Customer's failure to comply with site preparation requirements; or (c) Customer's own negligence or that of third parties on the property.

8. Satisfaction & Claims

8.1 Workmanship Concerns

Customer must notify the Company of any workmanship concerns within 72 hours of service completion. Notification must be made in writing by email to contact@washbossswfl.com or by text to 239-823-2537, with a description of the concern and photos where possible.

8.2 Damage Claims

All damage claims must be submitted in writing within 24 hours of service completion. The Company must be given a reasonable opportunity to inspect the alleged damage before any repair, remediation, or independent estimate is obtained. Failure to provide inspection access within 5 business days of

submitting a claim voids the claim. Claims relating to landscaping, vegetation, or turf are separately governed by Section 5.5 and are not subject to the 24-hour window in this Section. The Company's liability for any valid claim remains subject to the limitation in Section 7.

9. Media & Marketing

The Company may photograph or record work areas before, during, and after service for internal documentation and marketing purposes. No personally identifying information (name, address, license plates, faces) will be published without express written consent. Customers who wish to opt out of any use of their property images must notify the Company in writing prior to service.

10. Force Majeure

The Company shall not be liable for failure or delay in performing services caused by circumstances beyond its reasonable control, including but not limited to: severe weather, natural disasters, equipment failure, supply chain disruption, utility outages, pandemics, or government action. In such events, the Company will make reasonable efforts to reschedule at the earliest practicable time.

11. Dispute Resolution & Governing Law

This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-law provisions.

In the event of a dispute arising under this Agreement, the parties agree to first attempt resolution through good-faith written negotiation within 30 days of notice of the dispute.

If negotiation is unsuccessful, disputes shall be resolved by binding arbitration administered under the rules of the American Arbitration Association, conducted in Lee County, Florida. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover reasonable attorney's fees and legal costs.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE AND WAIVES ANY RIGHT TO TRIAL BY JURY OR CLASS ACTION WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.

12. General Provisions

Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written communications. No modification is effective unless made in writing and signed by both parties.

Severability: If any provision of this Agreement is found to be invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

Waiver: Failure by the Company to enforce any provision of this Agreement on one occasion shall not constitute a waiver of the right to enforce that provision in the future.

Electronic Acceptance: Customer's approval of a quote via email, text, online form, or by allowing work to commence constitutes acceptance of these Terms & Conditions in full.

CUSTOMER ACKNOWLEDGMENT

By signing below, Customer confirms they have read, understood, and agreed to all terms and conditions set forth in this Agreement.

Customer Signature: _____ Date: _____

Printed Name: _____

Property Address: _____

Wash Boss SWFL, LLC

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