

American Chimney Sweeps, LLC Terms and Conditions

1) Service. American Chimney Sweeps is hereby authorized and shall service the subject facility according to the specifications enumerated in this agreement. This agreement price includes all materials and workmanship unless otherwise specified. American Chimney Sweeps is authorized and directed to access the subject facility as it shall deem necessary to affect the services and work contemplated. This agreement does not guarantee service to inaccessible areas and/or components.

2) Damage Disclaimer. American Chimney Sweeps is not responsible for any moisture, mold, fungus, insect, pest, or rodent damage. This agreement does not guarantee past, present or future damage to the facility(s) or its contents, nor does it provide for the repair or compensation thereof. American Chimney Sweeps disclaims all liability for past, present or future damage to subject facility. American Chimney Sweeps is not responsible for the repair of visible or hidden damage. American Chimney Sweeps shall not be liable for failure to discover conditions necessitating future service, repairs, or replacements. American Chimney Sweeps shall not be responsible for systems design not maintaining design nor maintaining design conditions. In the event the customer or any third party brings a claim under this agreement, American Chimney Sweeps' liability is limited to this agreement price and customer releases American Chimney Sweeps from any additional liability.

3) Secondary/Consequential Damages. American Chimney Sweeps specifically disclaims, and this agreement expressly excludes any liability for indirect, special, incidental, consequential, or secondary damages including but not limited to, illness, bodily injury, or property damages of any nature. If in the event customer or any third party claims that American Chimney Sweeps is liable for negligence, or if for any reason customer or third party claims American Chimney Sweeps has not satisfied its obligations under this agreement, American Chimney Sweeps liability is limited to this agreement price and customer releases American Chimney Sweeps from additional liability. Customer agrees to indemnify, defend and hold American Chimney Sweeps harmless if any third party brings a claim against American Chimney Sweeps relating to this agreement.

4) Limited Transferability. This agreement is not transferable to a new owner of the subject facility or for an existing owner relocating to a new subject facility unless this agreement states otherwise.

5) Payment. Full payment of the total price is due upon completion of service. Deposits and progress payments, if any, are due as enumerated in this agreement. If full payment is not made within 30 days after the date of service completion, a finance charge of 1 1/2% per

month and/or 18% annually will be added to the unpaid balance. Upon cancellation prior to the completion of services or default of payment by customer for services, materials or equipment, the entire amount of the outstanding agreement price becomes immediately due and payable to American Chimney Sweeps shall be entitled to retain prior payments. Upon cancellation of services or default of payment, American Chimney Sweeps' liabilities and/or obligations under this agreement shall become null and void. Customer shall pay all costs associated with collection efforts associated with collection efforts including, but not limited to, court costs and attorney's fees. American Chimney Sweeps reserves the right to revise the service charge fees after the initial term specified in this agreement.

6) Early Termination/Default. Cancellation Policy: (3 Day Right to Cancel. Customers may cancel their service within three (3) calendar days of booking without penalty, provided that no work has been performed and no materials have been purchased or ordered for the project. To cancel, customers must notify American Chimney sweeps in writing. Cancellation is not considered valid until confirmation is received. If cancellation is requested after the three(3) day period, or after work has begun or materials have been ordered, the customer agrees that any deposits paid may be non-refundable and additional charges may apply to cover labor, scheduling, administrative time, and material costs already incurred. By approving an estimate or booking service, the customer acknowledges and agrees to this cancellation policy. Upon cancellation prior to completion of services or default of payment by customer for services, the entire amount of the outstanding agreement price becomes immediately due and payable. Customer shall pay all costs associated with collections including, but not limited to, court costs and attorney's fees. Upon cancellation of services or default of payment, American Chimney Sweeps' liabilities and/or obligations under this agreement shall become null and void.

7) Access. Customer shall provide American Chimney Sweeps access to the subject facility for any purpose contemplated by this agreement. American Chimney Sweeps is only obligated to perform under this agreement provided customer allows American Chimney Sweeps access to the subject facility and only in such areas as American Chimney Sweeps is provided safe, unobstructed access.

8) Conducive Conditions/Disturbances. Customer warrants full cooperation with American Chimney Sweeps during the term of this agreement. Customer shall maintain the subject facility free from any condition contributing to the limitation of the effectiveness areas. Customer is solely responsible for making timely repairs/modifications to cure any conducive condition. American Chimney Sweeps' failure to alert customer to conducive conditions does not alter customer's duties under this agreement. In the event of any additions, alterations, conducive conditions, disturbances, repairs, etc. to the subject

facility and/or area to be serviced, customer agrees to notify American Chimney Sweeps in writing prior to the same. Customer's duty to provide written notification is not discharged by (a) oral representation made to American Chimney Sweeps representative; (b) oral representations made by an American Chimney Sweeps representative; or (c) implied notice or observations made during American Chimney Sweeps' business. Any additions, alterations, conducive conditions, disturbances, repairs, etc. to the subject facility may require additional service at customers expense and/or may void this agreement. Customers' failure to repair said defects and/or purchase additional service voids American Chimney Sweeps' obligations and/or liabilities under this agreement.

9) Property Conditions. Customer is solely responsible for alterations or modifications to the subject facility necessary for service including, but not limited to, removal of appliances, removal of storage, removal of wall/ceiling coverings, and placement of floor boards in unfinished attic areas, removal of standing water, movement of refuse receptacles, and/or the correction of moisture, sanitation, and structural problems. American Chimney Sweeps will exercise reasonable for tile repair of any damage that occurs as a result of or subsequent to service. Customer is solely responsible for providing American Chimney Sweeps with notice prior to service of any concealed pipes, cables, water sources, or any other condition that may result in property damage, environmental contamination, or safety hazards prior to service. Customer is solely responsible for keeping children and unauthorized persons away from American Chimney Sweeps equipment and tools during service operation at subject facility.

10) Limitation of Graph. If graph is made, American Chimney Sweeps does not guarantee accuracy or scale of subject facility's systems wither accessible or inaccessible as the date of this agreement.

11) Change in Law. This agreement is made in accordance with existing federal, state, and local rules and regulations. In the event of a change in existing law, rule and/or regulation as it pertains to the services herein, American Chimney Sweeps reserves the right to revise or terminate this agreement.

12) Change in Economics. Should it become necessary to temporarily discontinue service(s) due to strikes or causes beyond American Chimney Sweeps' control, the installments under this agreement shall be suspended until services resumes. Such temporary discontinuance of service shall not breach this agreement.

13) Force Majeure. American Chimney Sweeps' liabilities and/or obligations under this agreement shall be terminated if American Chimney Sweeps is prevented from fulfilling its responsibilities under this agreement by reason of delays in transportation, shortages of

fuel, and/or other materials, embargoes, quarantine restrictions, Act of War, Acts of God including, but not limited to, earthquakes, storms, fires, floods, or if aforementioned substantially alters or destroys the effectiveness of American Chimney Sweeps' service.

14) Questions. If customer questions arise related to the service performed under this agreement, customer will inform the American Chimney Sweeps Service Manager or his delegate present at the facility job site.

15) Disputes. Disputes by customer with American Chimney Sweeps and/or its employees arising out of or relating to this agreement should be immediately directed to American Chimney Sweeps Director of Operations by calling (571) 501-1607. In the unlikely event the customer's dispute remains unresolved; customer thereby agrees to submit their dispute in writing to: American Chimney Sweeps, Attn. Legal Department 15073 Holleyside Dr Dumfries, VA 22025.

16) Enforcement. If any provision of this agreement is held to be invalid, the invalid provision shall not affect the enforcement or any other provision of this agreement.

17) Written Communication. Any notice required under this agreement and/or any claim asserted must be made immediately in writing.