



## WORK AUTHORIZATION CONTRACT

**Quote/Job #:** Based on signed/approved quote.

This Work Authorization Contract is entered into between the Property Owner ("Owner"), of real and personal property (hereinafter "Property") located at (property address on signed/approved quote) and **LANDIS POWERWASHING, LLC** ("Contractor"), power washing specialists. The purpose of this Work Authorization Contract is to permit Contractor to immediately begin the process of cleaning and powerwashing Owner's Property. Owners are encouraged to read the following information, and ask whatever questions are necessary to help understand it. Owner and Contractor agree as follows:

1. The Owner authorizes **LANDIS POWERWASHING, LLC** to serve as the General Contractor for the cleaning and powerwashing of the Property. Payment is expected in a timely manner. A finance charge of 2% per month will be applied to any unpaid balance after thirty (30) days of completion of work. **LANDIS POWERWASHING, LLC** will be permitted to recover its cost of collection plus reasonable attorney's fees if it is forced to pursue any collection.
2. Specifications are detailed as written in the signed and approved quote.
3. Owner or their authorized agent agrees to allow Contractor on their property for the purposes of cleaning services. Owner understands that there is no set timeframe for the completion of services and several visits to the Property may be required. Company also has the permission to visit the Property with little or no notice to assess service needs prior to the date of service, as well as to check completion after services have been rendered. Unless otherwise agreed to by Owner and Contractor, Owner agrees to allow contractor to utilize their residential water source via outdoor spigot, which will be turned on and easily accessible on the date of service.
4. Owner recognizes the difficulty of ensuring that the Owner's pavement or driving surface at the Property is adequate to bear the weight of Contractor's vehicles. Therefore, Owner agrees that Owner will be responsible for any damages to the Owner's pavement, curbing, or other surfaces resulting from the weight of the vehicles providing service to Owner's Property.
5. Power washing uses high pressure and caustic chemicals to clean difficult stains off of surfaces. Utilizing this pressure allows the best clean possible; however operating at such high pressure can also cause damage. Despite precautions, damage can occur due to poor maintenance, neglect to the Property, and/or low grade building/manufacturing materials. Owner should consult with their builder/manufacture to insure that their Property is able to be power washed. It is the responsibility of the Owner to insure that their Property has been maintained in accordance with its manufacturer's recommendations and any defects or areas of concern are repaired prior to washing to ensure a watertight surface. The Owner assumes all of these risks and takes responsibility for any damage that occurs due to the above explanations. On the date of service, Contractor will walk around the Property and provide the Owner with an examination of pre-existing damage, if necessary. This examination is not all encompassing, as new damage can become apparent while the surfaces are being cleaned. When new damage is found, Contractor will cease all cleaning efforts in the relevant area until the Owner can see the damage and acknowledge its existence.
6. Contractor is not responsible for damage or loss to personal effects such as security cameras, removable lights, or any other reasonably removeable object located on or near the exterior of the premises. Such personal effects should be secured or removed from premises. Please have all windows & doors shut tightly and have all pets inside.
7. Contractor suggests that the Owner utilize their Property's breaker box to shut off power to any and all exterior outlets, light fixtures, or any other electrically powered features. This is especially important to outlets that are not covered with exterior covers. Also, removing or opening any window screens will allow Contractor to thoroughly clean window sills. Removal of these screens will also allow for even distribution of detergent and streak-free drying. It is also vital to the preservation of the Owner's Property that they notify Contractor of any surfaces that cannot be cleaned with high alkaline or acidic detergents.

8. There is a \$50.00 cancellation fee if notice of cancellation is not given within 24 hours of service, or if Contractor arrives and cannot wash because the Owner has not prepared their Property adequately to be power washed, as determined in the sole discretion of Contractor. There is a \$50.00 Processing fee for any returned checks. Contractor is not responsible for water intrusion. While every effort is made to prevent water intrusion from happening, bad seals around windows and doors and cracks in concrete foundations can make this unavoidable. Contractor is not responsible for the rare "fogging" effect that happens to multi pane windows with bad seals. This agreement to provide services is in no way a guarantee that stains will be removed completely. Contractor does strive for a 100% customer satisfaction, and will work with Owners when this does not occur. Please notify Contractor if there are any surfaces on or near the Property that cannot have any form of detergent on them. If Contractor is not notified of this, Contractor is not responsible for any ill effects to any surfaces regarding this matter.
9. Owner agrees to allow Contractor to utilize any photos, descriptions, reviews, quotes, or videos of the Property and/or the Owner in the context of marketing or advertising for Contractor. The company will use these items described in this section without any compensation to the Owner. Owner agrees not to seek action in a civil court of law regarding the development, display, reproduction, or printing of the above examples of media. This does include the use of photos, addresses, testimonials and videos posted or displayed on online venues such as social media and or Contractor's website. Owner also agrees to allow Contractor to display a marketing sign on their property for no more than one week (seven calendar days). Contractor agrees to work with Owner in a reasonable manner if they wish to not participate in certain advertising efforts of Contractor.
10. Contractor shall only be obligated for structural damages which are a direct result of operator error, gross negligence, or willful misconduct. Damages must be discovered and reported within 5 calendar days of said completion. Upon receipt of written notice, Contractor shall be allowed 30 calendar days from date of receipt for the purpose of inspecting the premises. Contractor, in its sole and reasonable discretion, will choose a contractor to repair any structural damages that are a direct result of Contractor's operator error, gross negligence, or willful misconduct.
11. Any and all amendment to or modification of this Contract or of the agreed-upon specifications will be in writing signed by both Contractor and Owner. Owner agrees that it will not unreasonably withhold its signature on any change order requested by Owner.
12. Owner agrees Contractor is not liable for claims arising from the acts of Owner, Owner's agents, or Owner's retained professionals. Contractor's liability under this Contract is expressly limited to an amount equal to the Contract Price, as listed on the approved quote. **CONTRACTOR SHALL HAVE NO LIABILITY FOR LOSS OF USE, LOST PROFITS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUSTAINED BY OWNER ARISING OUT OF ANY ALLEGED DEFECT OR BREACH BY CONTRACTOR. CONTRACTOR EXPRESSLY DISCLAIMS AND OWNER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY OR COULD EXTEND TO THE LABOR OR MATERIALS BEING SUPPLIED BY CONTRACTOR.** All claims in excess of the Contract Amount are waived by Owner. Owner agrees to pay for the defense of and indemnify Contractor for all claims made by third-parties against Contractor that are not the result of the sole gross negligence of Contractor. Contractor will select counsel of its choice and control the handling of any such claims.
13. Any problems or consumer inquiries may be made directly to **LANDIS POWERWASHING, LLC** at the numbers and/or addresses specified above.

Receipt of a copy of this agreement is acknowledged by Owner. The Owner(s) acknowledge(s) that he/she/they has/have read and understood the Work Authorization Contract and agree to be bound by its terms and conditions.

Submitted to Owner signed and dated as signed and dated on approved quote.