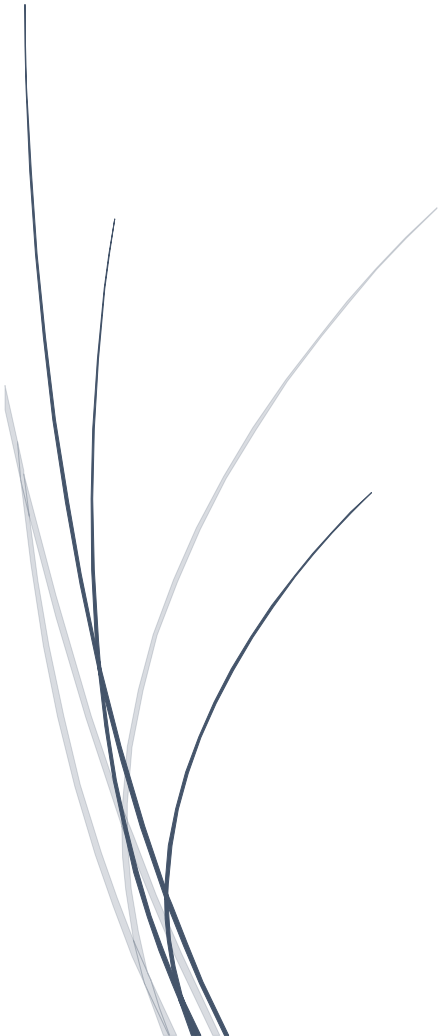




Terms and Conditions

Effective Date: June 2026

David Moore
SUNSHINE AQUAWASH



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Sunshine AquaWash

Terms and Conditions - Effective Date: June 2026

Welcome to Sunshine AquaWash! Please read and understand the following Terms and Conditions before using our services. Acceptance of this estimate creates a binding agreement between you (the client) and Sunshine AquaWash.

1. Definitions

- "Sunshine AquaWash," "we," "us," or "our" refers to Sunshine AquaWash, the provider of cleaning services.
- "Client," "customer," or "you" refers to individuals or entities using Sunshine AquaWash's services.

2. Service Agreement By using our services, you agree to these Terms and Conditions governing the services provided by Sunshine AquaWash, including:

- **Scope of Services** We provide a detailed estimate outlining the specific cleaning services to be performed. This estimate includes any special instructions or unique requirements tailored to your request.
- **Service Quality** Our commitment is to deliver high-quality cleaning services, ensuring customer satisfaction.
- **Property Damage** While we take utmost care, we are not responsible for property damage that is not a result of our negligence. Pre-existing damage noted during inspections, including loose siding, paint, wood, trim, windows, oxidation, landscaping, or roofing, is not our liability.
- **Hold Harmless** You agree to hold Sunshine AquaWash harmless for any property damage not caused by our negligence.

3. Client Authorizations

- **Property Access and Assessment:** You grant us access to your property for cleaning services. This may involve assessments before the service date and follow-up checks with short notice.
- **Water Source Access:** On the service date, you permit us to use your residential or commercial water source via an outdoor spigot. If well water or low pressure is a concern, please provide advance notice. Additional charges may apply for water supplementation, depending on location and quantity.
- **Electrical Supply and Spigot Inspection:** Our equipment is independent and does not connect to your home's electrical supply. We inspect the spigot and surrounding area, taking before and after photos. We are not liable for pre-existing spigot issues or unrelated home conditions.
- **Construction Projects:** Cleaning services cannot proceed during ongoing construction or home improvement projects. We recommend scheduling services when such projects are not in progress. A \$150.00 cancellation fee applies if we arrive during ongoing projects.
- **Rescheduling Due to Unavoidable Circumstances:** In emergencies or inclement weather, we may reschedule cleaning services to the next available business day. Please understand that we must consider other scheduled clients and weather conditions when rescheduling.

4. Removal & Replacement of Deck/Patio Contents

- **Responsibility:** Homeowners are solely responsible for the removal and replacement of grills, deck furniture, planters, and any other items on the deck.
- **Liability:** If it becomes necessary for us to remove items from the deck to perform our services, we will not be held responsible for any damage, breakage, or storage issues related to these items.

- **Additional Charges:** Please be aware that an additional charge may be applied for the time and labor devoted to the removal of these items if such removal is required.

5. Risks and Liability Release

- **Property Protection:** Our expert technicians use specialized equipment and take precautions to prevent damage to your property. However, certain factors like poor maintenance or low-grade materials may lead to damage. We strongly advise routine maintenance and ensuring a watertight seal before cleaning. We are not liable for damage due to improper maintenance, neglect, or the use of low-grade materials.
- **Damage Documentation:** On the day of service, Sunshine AquaWash may document the condition of the property using photographs and/or video through CompanyCam or similar documentation software. This documentation may be used to identify and record pre-existing damage, defects, wear, deterioration, staining, oxidation, landscaping conditions, or other property conditions before, during, and after service. Such documentation may be used to resolve disputes regarding alleged property damage or service-related claims. Client acknowledges that photographs and videos taken before, during, and after service may serve as evidence of the property's condition and may be relied upon by Sunshine AquaWash in the event of a dispute regarding property damage, service quality, or pre-existing conditions.
- **Plant Protection:** Sunshine AquaWash follows established procedures to protect landscaping during the cleaning process, including pre-watering, post-watering, bagging or redirecting downspouts, rinsing vegetation, and utilizing other protective measures as appropriate.

Despite these precautions, plant stress or damage may still occur due to factors beyond our control, including but not limited to:

- Runoff exposure in areas without gutters
- Florida heat and sun exposure
- Soil absorption of diluted cleaning solutions
- Existing plant disease, drought stress, transplant shock, or poor health
- Chemical sensitivity of certain plant species
- Irrigation system deficiencies

Clients must notify Sunshine AquaWash in writing before service of any valuable, sensitive, newly planted, or irreplaceable landscaping requiring special protection.

Client acknowledges that temporary yellowing, browning, wilting, leaf drop, or other signs of stress may occur following cleaning services. Such conditions may result from cleaning solution exposure, heat stress, environmental conditions, or pre-existing plant health issues and do not necessarily indicate permanent damage.

Sunshine AquaWash shall not be liable for damage to landscaping, grass, plants, trees, shrubs, flowers, vines, potted plants, or ground cover resulting from runoff, overspray, environmental conditions, lack of gutters, irrigation deficiencies, pre-existing conditions, or other factors beyond our reasonable control.

6. House Wash and Roof Treatment Acknowledgment

- **Water Supply:** To proceed with our services, you must have a water spigot available. Arrangements should be made with Sunshine AquaWash for alternative water sources, subject to additional fees (as outlined in Section 3(b) of this Contract). Our service equipment requires a direct connection to a water line, not a water faucet.
- **Property Appearance After Cleaning:** Following the cleaning process, it is important to understand that certain imperfections, such as oxidation, flaws, and blemishes, may become more visible on your house or roof. This can occur due to factors like sun exposure and poor maintenance. Any such issues will be discussed during the pre-inspection and cleaning process, unless they result from our negligence.
- **Electrical Precaution:** Before our team arrives for a house wash, please shut off all outdoor electrical outlets and fixtures as a safety precaution.
- **Site Unseen Estimates:** In cases where "site unseen estimates" are used, relying on photos or online information, it is possible that we may not identify all exterior flaws. However, we will make our best effort to identify flaws on the cleaning day.
- **Cleaning Solutions:** We utilize specially formulated cleaning solutions for our services. These solutions may temporarily mark your siding or roof, resulting in rusty spots (known as weep holes). These spots are not permanent stains and will naturally wash off.
- **Window Cleaning:** During a house wash, you will also receive basic window cleaning. This process may leave water spots.
- **Window Screens:** If you would like the window screens removed, we require your consent as they can be delicate. We are not liable for any damage to worn screens.
- **Roof Treatment Specifics:** For roof treatments, please be aware that the cleaning solution we use is guaranteed to kill damaging growths like algae, moss, or lichen. However, the effectiveness of the treatment may vary based on roof material, age, location, and build-up. We do not forcefully remove growth, as it may cause damage. If you insist on such removal, a waiver is required, which may void the roof manufacturer's warranty.
 - **Runoff Disclosure:** Roof cleaning solutions may travel with gravity to the ground and impact surrounding plants, especially in areas lacking gutter systems. Even with protection, plant stress or damage may occur.
 - **Client Awareness:** Clients are responsible for communicating the presence of sensitive or newly planted landscaping before service so extra precautions can be considered.
 - **Non-Liability Clause:** Sunshine AquaWash is not liable for landscaping loss due to chemical runoff, especially in areas where proper drainage or protection (e.g., gutters, redirection paths) is not in place.
 - **Granular Loss:** Roofs naturally lose granules over time, and the presence of algae, moss, and lichen can accelerate this process. After cleaning, areas affected by granular loss may become more visible. Touch-ups, especially on shingles, may be necessary after washing. Dead algae or black streaks may remain, but these typically fade within 6 to 8 weeks. If they persist, contact us for an assessment. Touch-ups, if required for proper treatment, are included in the initial quote.
 - **Roof Access Policy:** Sunshine AquaWash performs roof cleaning using ground-based, ladder-assisted, or other approved access methods. For safety reasons, we do not walk on roofs. We

reserve the right to refuse service if roof conditions are deemed unsafe or inaccessible using our approved cleaning methods.

7. Client's Obligations on Date of Service You are responsible for ensuring the following preparations occur before our team arrives for service:

- **Secure Doors and Windows:** Ensure that all doors and windows are securely shut to prevent water from entering the interior of your property.
- **Pet Cleanup:** Remove all pet droppings from areas immediately around your home to ensure a clean and safe working environment.
- **Electrical Precaution:** Shut off all outside electrical outlets and fixtures at the breaker on the scheduled date, even before our team arrives. This is essential for safety during the cleaning process.
- **Window Screens Removal:** Remove window screens to facilitate better washing and rinsing of windows. Please be aware that screens can be brittle and fragile.
- **Pet and Child Safety:** Keep pets and children indoors before and during the cleaning process to prevent any accidents or disturbances.
- **Clear the Work Area:** Clear the area to be serviced and remove sensitive materials such as rags, doormats, outdoor furniture, and vehicles from the areas being washed.
- **Water Outlet Usage:** Refrain from using other water outlets in the residence during the cleaning to maintain the pressure and volume needed for the service.
- **Water Spigot Access:** Ensure there is an accessible and activated water spigot or make prior arrangements with Sunshine AquaWash for water, subject to additional fees. Please note that our service equipment requires a direct connection to a water line, not a water faucet, to maintain maximum pressure (a steady pressure of 40 PSI).

8. Exclusions & Limitations

- **Water Source:** A \$55.00 fee applies if a stable water source (at 40 PSI) is not available upon our technicians' arrival. You may arrange for alternative water sources, subject to additional fees.
- **Commercial and HOA projects** may require adequate water access. If water must be transported to the project site, additional fees may apply and will be disclosed in the estimate.
- **Cancellation Fee:** A \$150.00 fee applies for cancellations made less than 72 hours before the service date or if ongoing construction prevents cleaning.
- **Deposits:** Sunshine AquaWash generally does not require deposits for residential cleaning services. However, deposits may be required for commercial projects, HOA projects, specialty services, large-scale projects, special-order materials, or projects requiring scheduling accommodations. Any required deposit will be disclosed in the estimate.
- **Issue Review Fee:** Sunshine AquaWash reserves the right to assess a \$100.00 service fee if a return inspection determines that the reported issue was not caused by our negligence, workmanship, or services performed.
- **Returned Checks:** A \$45.00 processing fee applies for returned checks.

- **Water Leaks:** We are not responsible for water leaks and intrusion due to inadequate seals on windows, doors, or cracks in walls and foundations.
- **Sensitive Surfaces:** Please notify us in writing before service if any surface is known to be sensitive to cleaning solutions or water exposure. Sunshine AquaWash is not responsible for adverse effects on surfaces that were not disclosed prior to service.
- **Paver Joint Sand:** Pressure washing may remove existing joint sand, including polymeric sand. Re-sanding and sealing services are not included unless specifically stated in the estimate.
- **Specialty Stain Removal:** Rust stain removal, oil stain removal, battery acid stain removal, fertilizer stain removal, irrigation staining, and other specialty stain removal services are performed on a best-effort basis. Sunshine AquaWash does not guarantee complete stain removal. Some stains may permanently discolor, etch, or alter the surface and may remain visible after treatment.
- **Pre-Existing Surface Conditions:** Cleaning may reveal pre-existing defects including oxidation, fading, discoloration, deteriorated paint, loose mortar, cracked caulking, worn coatings, damaged screens, concrete etching, paver color variations, and other conditions previously hidden by dirt, algae, mold, mildew, or staining. Sunshine AquaWash is not responsible for these pre-existing conditions.
- **Organic Growth Return:** Cleaning removes existing organic growth but does not prevent future growth. Mold, mildew, algae, moss, lichen, rust staining, and other contaminants may return over time due to environmental conditions beyond our control. No warranty is expressed or implied regarding the future return of algae, mold, mildew, moss, lichen, rust stains, or other environmental contaminants.
- **Slip Hazards:** Surfaces may remain wet immediately following cleaning. Property owners are responsible for restricting access to cleaned areas until surfaces are completely dry. Sunshine AquaWash is not liable for slips, falls, or injuries occurring after service completion.

Exclusions: We are not responsible for:

- Unreachable areas beyond 24 ft ladder capability.
- Unreachable wasp nests, mud dabbers, and bird nests.
- "Stripping" service.
- Oxidation removal from exterior surfaces, gutters, vinyl, stucco, and metal.
- Storm windows and leakage.
- Uncovered and old outlets or improper wiring.
- Furniture removal and reinstall.
- Runoff cleaning.
- Weep holes and dirt buildup.
- Vine remnant and removal.
- Artillery fungus.
- Paint splatters.

- Tree sap.
- Wood stripping or high-pressure requests.
- Open windows.
- Well water problems.
- Window spotting after house washing.
- Paint runs and fading. It is the Client's responsibility to know the type of paint on their home. Certain paint types may be susceptible to runs and fading during standard house wash procedures. The Company is not liable for such issues with these paint types or for any organic paint runs or fading. The Client should be aware of their paint's characteristics and communicate any concerns before the cleaning service.
- Faulty outlet covers.
- Fogging issue with multi-pane windows.
- Stain Removal: We do not guarantee 100% stain removal.
- Substrate Effects: We are not responsible for any ill effects on substrates not pre-discussed in writing.
- Water Intrusion: We will mitigate water intrusion but are not responsible for it due to bad seals around windows, doors, and concrete.

9. Pricing and Payment

- **Payment Terms:** Payment is due upon completion of service unless otherwise stated in writing. For approved commercial, HOA, or property management accounts, payment terms may be Net 30 from the invoice date.
- Invoices not paid within 30 days may be subject to a late fee of 5% of the outstanding balance. Sunshine AquaWash reserves the right to pursue collection of unpaid balances, including reasonable collection costs, attorney fees, and court costs where permitted by law.
- **Pricing:** Our pricing structure is available on our website or can be provided upon request. Prices are subject to change, and any updates will be communicated in advance.
- **Payment:** We accept payments via Cash, Check, Zelle, Visa, Mastercard, and American Express. You agree to provide accurate payment information and authorize us to charge for the services provided.

10. Cancellation and Rescheduling

- Clients may cancel or reschedule appointments subject to our cancellation and rescheduling policy, available on our website.

11. Liability and Warranty

- Sunshine AquaWash shall not be liable for damage resulting from pre-existing conditions, improper maintenance, defective construction, normal wear and tear, hidden defects, or conditions beyond our reasonable control. Sunshine AquaWash remains responsible for property damage directly caused by proven negligence of its employees or representatives.

12. Privacy Policy

- We respect your privacy and handle personal information in accordance with our Privacy Policy, available on our website.

13. Dispute Resolution

- In case of disputes or concerns, please contact us at (813) 421-2790 or contact@SunshineAquaWash.com, and we will strive to find a fair and prompt resolution.

14. Content Use & Release

- You permit us to use property photos, videos, reviews, or descriptions for advertising without compensation. No civil action can be initiated against us for media use. Personal/sensitive information won't be disclosed. We may display marketing signs on the property for up to seven days. Damage to signs will incur sign replacement charges. Client grants Sunshine AquaWash a perpetual, royalty-free license to use photographs and videos of the property for marketing, educational, website, social media, and advertising purposes.

15. Company's Damages Liability

- We are liable for property damage caused by our negligence, such as operator errors and misconduct. Any claim for alleged property damage must be reported to Sunshine AquaWash within seventy-two (72) hours of service completion. Failure to report alleged damage within this period shall constitute acceptance of the completed work and a waiver of such claim.
- Sunshine AquaWash shall be provided a reasonable opportunity, not less than thirty (30) calendar days, to inspect and address any verified damages before any repair work is performed by others or legal action is initiated.

16. Severability

- If any provision is invalidated by a competent authority, it won't affect other valid provisions, which remain in full force.

17. Attorneys' Fees and Costs

- If either Party breaches the Contract, the non-breaching Party can recover reasonable attorney fees and costs incurred.

18. No Waiver of Breach

- Failure to enforce a provision doesn't waive it, and Parties retain all legal remedies available.

19. Choice of Law

- This Contract is governed by Florida law.

20. Amendments to the Contract

- We reserve the right to update and modify these Terms and Conditions. Any changes will be effective upon posting on our website. It is your responsibility to review these terms periodically.

21. Forum Selection; Jurisdiction; Venue

- For legal actions, Parties submit to federal and state courts in Manatee County, Florida, waiving objections about jurisdiction, forum convenience, and improper venue.

By accepting this estimate, you acknowledge that you have read, understood, and agreed to these Terms and Conditions, constituting a binding agreement between you and Sunshine AquaWash. If you do not agree with any part of these terms, please refrain from using our services.

IN WITNESS WHEREOF, this Contract is made effective the moment that Client accepts Company's proposal or estimate.

Thank you for choosing Sunshine AquaWash!

Sunshine AquaWash

Palmetto, Florida

Phone: (813) 421-2790

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