

**SOFTWASH SYSTEMS® AFFILIATE PROFESSIONAL SCOPE OF WORK** The work and services to be performed are those expressly agreed upon on the front of this agreement. Any additions requested by the customer will be added to the agreement as an additional charge. Please read this agreement completely to be sure all services you require are listed in the services menu as a checked service or additionally in the scope of work. If it is not listed, ask the representative to make a written amendment to the front of this agreement to communicate your service request. Services to be performed are accompanied by a check mark in the services box.

SoftWash Systems® process is unique in the cleaning industry. The SoftWash Systems® process should not be misinterpreted as a pressure washing. The use of the SoftWash Systems® process is for maintenance cleanings. Our process will not blow or blast away at any surface. It is a chemical that cleans away organic stains like mildew, algae and soiling; leaving behind an inhibitor that helps to keep algae and mildew stains from returning for as long as four to six times as long as standard pressure washing.

SoftWash Systems® and the phrase Soft Washing are representative of SoftWash Systems® all chemical cleaning process which has been manufacturer tested and in use for over 25 years with an excess of 250,000 structures cleaned. Power washers are only used as the last resource if warranted and approved by customer as shown in scope of work. Our soft washing chemical is sprayed on utilizing a pump pressure of less than 80 PSI and should not be interpreted as pressure washing.

SoftWash System's® roof cleaning process adheres to SoftWash Systems® 50 Point Standard for Roof Cleaning equipment. The SoftWash Systems® process also strictly follows the ARMA Technical Bulletin for cleaning shingle roofs.

**SCHEDULING** A SoftWash Systems® Affiliate Professional will arrange with the customer an agreeable day for the work to start. Before technicians arrive to perform work, customer agrees to make any and all arrangements to notify residents or employees of the scheduled work ensuring the protection or removal of resident's or employee's property. The SoftWash Systems® Affiliate Professional can provide a standard notification flyer for customer's use if requested. If work needs to be postponed due to customer, residents or customer's employee's non-compliance of the terms and conditions of this agreement, or if the customer fails to notify appropriate parties and delays occur, the customer will be subject to additional charges.

**WEATHER** Weather conditions are an important factor in our work environment. The SoftWash Systems® Affiliate Professional may need to cancel work due to rain, wind or lightning. However light rains or inclement weather will not always prevent work from being completed. Rescheduling will be done at the SoftWash Systems® Affiliate company's discretion upon agreeable notification to customer.

**SAFETY** The SoftWash Systems® Affiliate Professional has pledged to the SoftWash Systems® 50 Point Standard for the Soft Wash Industry. This agreement has 10 points that address safety for the Affiliate Professional as well as the property owner. The SoftWash Systems® Affiliate Professional adheres to these standards that meet or exceed government guidelines.

**PLANTS & LANDSCAPE** SoftWash Systems® has experienced certain conditions that should be explained prior to service on your property. Taking certain steps can eliminate plant damage associated with certain types of chemical exposure. This requires the client to ensure all landscape and lawn areas are watered thoroughly. Plants require a minimum of twenty minutes of watering per zone the evening before service and nightly for two weeks after service. Where there are gutters you are required to make sure all downspouts do not drain into landscape beds. Plants located at a gutter downspout will stress from chemical exposure. The SoftWash Systems® Affiliate Professional will neutralize all effected plants after the service using our Plant Wash landscape fortifier. The SoftWash Systems® Affiliate Professional is not responsible for plants at or around gutter downspouts, French drains or gutter seam leaks / gutter damage.

**EXTERIOR ALUMINUM** Aluminum commonly has dark oxidation that comes with aging. This oxidation is not always removable. Rust stains associated with irrigation systems are removable with a separate chemical at an additional charge. Rust stains associated with rusting cars, patio furniture; or fertilizer are usually permanent and not removable. Grease residue can be removed, but a permanent grease shadow remains, even after the use of strong chemicals. Rust and oil stains are charged as separate items. Reference the scope of work on the front of this agreement or call the SoftWash Systems® Affiliate Professional to have items added to the scope of work.

**ROOFS** On roofs, algae and mildew stains will almost all disappear at the time of service. However, we depend on natural rains to rinse off the dead algae completely. These dead algae can sometimes appear as a gray ash upon the roof.

Please allow several hard rains to rinse the roof before you call for any re-treatments. If any re-treatments are needed follow the guidelines in the SoftWash Systems® Five Year Spot-Free Warranty as e-mailed to you by SoftWash Systems® of North America.

**MOSS & LICHEN** In certain areas of the country moss and lichen are prolific on roofing surfaces. Please see our Spot-Free Warranty for locations. In these areas a maintenance agreement will need to be undertaken to ensure moss and lichen do not return. This is covered within the terms and conditions of the Nationwide SoftWash Systems® Five Year Spot-Free Warranty. Heavy moss and lichen will require some limited removal from the roof before soft wash treatment. Not all moss and lichen will be removed before the start of the treatment, in order to avoid damaging the roof by being too aggressive. Remaining moss and lichen will be killed off by the treatment and weather away. Be sure to have a comprehensive conversation with your SoftWash Systems® Affiliate Professional to ensure all your questions are addressed and documented on this agreement.

**FLAT CONCRETE** On flat concrete surfaces, our cleaning results will look better with every hard rain. Rain washes away the dead lichen and algae that remain. Gum, oil, grease, rust and other mystery stains may need some pressure washing. This is at an additional charge. The SoftWash Systems® equipment will clean 95% of what is discoloring your concrete surface. Above that further steps are considered restoration. Restoration is done at an additional charge.

**BUILDING SUBSTRATES** The SoftWash Systems® treatment may be rinsed off. We do this to rinse the residue off your windows etc. However hard water can dry spotted on the windows. We do employ spot-free rinse machines and offer deep cleaning of windows at an additional charge. SoftWash Systems® agreements never include cleaning within the confines of a balcony unless specifically noted in the scope of work. It can be difficult to get residents to clear off a balcony before our cleaning. Please take note; this may keep us from cleaning as much as twenty feet around the entire line of balconies. Please review the scheduling section of this agreement.

**WATER INTRUSION** As stated above, the SoftWash Systems® Affiliate Professional does not use pressure washers to perform their cleaning services unless expressly authorized by the client. Soft washing uses 1/30th of the power and water-pressure of pressure washing. It is not possible that soft washing can cause a leak on a building. In all cases, it is the client's responsibility to make sure the envelope of their building is weather tight. All windows, doors, chimneys, vents, flumes, electrical connections, fuse boxes, alarm control panels, fire alarm pull stations and any and all devices are weather tight and protected. The SoftWash Systems™ Affiliate Professional will make all attempts to keep water intrusion to a minimum during the cleaning process but there are varying factors such as building design and geological terrain that may present unpredictable circumstances.

**PROPERTY DAMAGE CLAIMS** In the unlikely event of property damage, claims must be submitted in writing to the SoftWash Systems® Affiliate Professional within thirty 30 days from the time of cleaning. Upon the conclusion of an investigation by the SoftWash Systems® Affiliate Professional's Customer Care Division, the contractor will make restitution utilizing the professionals preferred vendors. If this becomes unsatisfactory to the customer, The SoftWash Systems® Affiliate Professional will participate in legally binding arbitration. The commencement of the scope of work of this agreement binds the customer likewise. Be assured SoftWash Systems® wishes to please all of our customers by handling their claim in a professional manner.

**PAYMENT** All of the SoftWash Systems® Affiliate Professional's services are payable at the job site upon the completion of the scope of work. Non-payment of your account will exclude you from privileges such as customer care and warranty claims. SoftWash Systems® has a no pay, no spray policy. If you are not home at the time of service and no payment arrangement has been made in advance, SoftWash Systems® will bypass your job for the day. All jobs over \$500 must be secured by a major credit card. The SoftWash Systems® Affiliate Professional reserves the right to place any unpaid account in collection. Client agrees to pay all collection costs, court costs, late fees, interest, administration and attorneys' fees applicable by law. Venue for such court proceedings will be the county in which the SoftWash Systems® Affiliate Professional's business resides.

**PROTECTION OF THIS AGREEMENT** This agreement, front and rear and all its verbiage and elements are strictly protected by US Copyright Laws. This agreement and its contents are part of a licensed business program offered by The SoftServ™ System. Any duplication and or use of this product without the written consent of The SoftServ™ System, SoftWash Systems® or AC Lockyer will be prosecuted to the full extent of the law. Though this agreement and its contents were created by AC Lockyer / The SoftServ™ System, the Affiliate Professional pledges to hold harmless and indemnify AC Lockyer, The SoftServ™ System and SoftWash Systems® from all liability and cause that may arise from use of this agreement. The contractor's customer agrees likewise.