



Terms of Service:

- KC Power Clean Inc ("KCPC") may require a 10% deposit upon scheduling service. The deposit is refundable until 24 hrs from the scheduled start time.
- If the project is bid sight unseen, the price is subject to change until an *in-person job walk or demonstration* has been completed to determine actual production rate. Customer agrees to let KCPC use parking space, water & electricity at the worksite.
- KCPC does not guarantee any ability to remove, reduce or eliminate stains/blemishes of any kind on any surface. Unless otherwise stated, work is priced assuming the jobsite is ready to start work upon scheduled arrival. Additional preparation, containment, or delays may result in an additional hourly charge at our agreed to or advertised billing rate.
- Although KCPC will use BMP's (best management practices), KCPC will not be held liable for any damage or hardship as a result of our services. Examples include but are not limited to: water damage, electrical damage, surface damage, vegetation damage, slip & fall claims and/or any other damage to the property or persons therein the jobsite as these are inherent risks associated with water/abrasive/media blasting or any other cleaning & restoration service.
- KCPC will not be held liable for any costs associated with alarms or any municipal involvement of any kind including but not limited to: fire sprinklers, work permits, surveillance costs, noise ordinances, and environmental regulations. In the event of a work stoppage, including but not limited to: noise ordinance disruptions, permitting requirements, critical path issues among contractors (contractor overlap) etc, there will be an hourly charge for our time billed @ \$75 per hour for each employee to keep our crew stationed at the jobsite.
- Some surfaces contain hazardous materials beyond allowable limits, including but not limited to: lead paint, asbestos, heavy metals, toxins etc. KCPC does not consider these factors into the pricing unless specifically stated in estimate. KCPC will issue a "Change Order" if, during the duration of the service, these materials are found to be present beyond the legally allowable thresholds. If the hiring party chooses not to continue with the duration of the service, they will compensate KCPC for the prorated portion of the project that was completed. Any disposal of these materials is the responsibility of the owner of the property.
- By acceptance of this estimate, the customer understands that the customer (or a representative of theirs) is required to be at the jobsite upon the scheduled start-time AND completion-time of the work. If a customer/representative is not available upon the completion of the project, they waive their rights for any free touch-up service. Any call back services will require additional pricing at the *agreed to or advertised billing rate*. *Unless otherwise specified in writing, hourly agreements apply for all time spent towards project, including travel & time spent offsite.*
- All payments are "due on receipt" unless stated otherwise on estimate. Returned checks are subject to a \$35 fee and there will be a 1.5% late charge on all overdue balances. This agreement supersedes all oral or other written agreements. No KCPC technician or service provider has the authority to waive, modify, or amend these terms of service other than an officer of the company. In the event of any lawsuit, the prevailing party to the lawsuit shall be entitled to recover its reasonable attorney fees and costs from the losing party. The parties hereto expressly agree that any lawsuit brought under this agreement shall be brought in Orange County, CA. If any clause herein is found unenforceable, the rest of the agreement will not be nullified.

Date: _____ Name: _____ Sign: _____