

# **Terms and Conditions**

Effective Date: January 2025

Provided by: Rusty's Professional Services

Covering: Rusty's Window Cleaning & Rusty's Holiday Lights

### 1. General:

These Terms and Conditions ("Agreement") govern the provision of services by Rusty's Professional Services, operating as Rusty's Window Cleaning and Rusty's Holiday Lights (collectively, the "Company"), to the client ("Customer"). By engaging the Company's services, the Customer agrees to be bound by this Agreement.

#### 2. Service

### 2.1 Rusty's Window Cleaning

- o Interior and exterior window cleaning
- Screen cleaning
- o Gutter cleaning
- o Pressure washing (driveways, patios, and other exterior surfaces)
- Roof cleaning
- House washing

### 2.2 Rusty's Holiday Lights

- o Custom holiday light design consultation
- Professional installation of commercial-grade holiday lighting on homes and businesses
- o Maintenance and repairs of installed lighting throughout the holiday season

- Timely removal and takedown of holiday lighting post-season
- o Leasing of holiday lighting equipment

### 3. Pricing and Payment

#### 3.1 Rusty's Window Cleaning

- o Quotes are based on the scope of work and specific property.
- o A 50% deposit is required to confirm and schedule the service.
- o Payment is due upon completion of the work.
- Payments not received within 30 days of the invoice date may be subject to collection action.
- Accepted payment methods include credit/debit cards (subject to a 3.5% processing fees), checks, cash, and Zelle payments to (425) 374-1603.

#### 3.2 Rusty's Holiday Lights

- Quotes are based on the scope of holiday lighting design, installation, maintenance, and removal.
- A 50% deposit is required to secure scheduling and begin planning.
- $\circ\,$  The remaining balance is due upon completion of installation unless otherwise agreed.
- Payments can be made by credit/debit card (subject to a 3.5% processing fees), check, cash, or other agreed methods.

### 3.3 Late Payment Policy

- Invoices not paid within 3 days of the invoice date will incur a finance charge of 1.5% per month (18% annually) or a flat fee of \$25.00, whichever is greater.
- The Company reserves the right to suspend or withhold services until outstanding balances are paid in full.

### 4. Changes and Cancellations

- o Customers must notify the Company promptly of any changes or cancellations.
- o Cancellation fees or refund policies may vary depending on service type and timing.
- o Generally, cancellations within 2 business days (48 hours) of the scheduled service may incur fees.

## 5. Customer Responsibilities

- o Provide safe and clear access to work areas.
- o Remove or protect fragile items near windows or service areas.
- o Ensure lighting installation areas are free from hazards and obstructions.
- o Inform the Company of any known property hazards prior to service.

### 6. Rusty's Window Cleaning Specific Terms

- o Pricing includes cleaning of windows and screens as per the agreed scope.
- Pressure washing uses professional equipment; scope and pricing depend on property size and surface type.
- $\circ\,$  The Company is not liable for pre-existing damage or damage caused by conditions beyond its control.

### 7. Rusty's Holiday Lights Specific Terms

- Leased lighting equipment remains the property of Rusty's Holiday Lights and must not be removed or tampered with by the Customer.
- o Installation and removal dates will be coordinated in advance. Late takedown requests may incur additional fees.
- o The Company guarantees maintenance of installed lights and will repair or replace faulty bulbs during the season.

### 8. Refund Policy

- o Refunds are considered on a case-by-case basis and may be subject to deductions for supplies used and labor performed.
- o Any approved refunds require a signed release before payment is issued.
- o Refunds, if approved, will be sent via certified mail through the USPS.

## 9. Warranty and Liability

- o The Company warrants that services will be performed professionally and in accordance with industry standards.
- Liability for direct damages due to the Company's negligence is limited to the amount paid for the affected service.
- The Company is not liable for indirect, incidental, or consequential damages.

### 10. Safety and Compliance

- The Company complies with all applicable safety laws and regulations.
- o Employees are trained, uniformed, and carry identification badges.
- o Customers must disclose any known hazards on their property prior to service.

### 11. Privacy and Data Protection

- o Customer information is used solely for service delivery and communication purposes.
- The Company will not share personal data with third parties without consent except as required by law.

### 12. Dispute Resolution

- o Parties agree to attempt informal resolution of disputes.
- o Unresolved disputes will be subject to binding arbitration under [applicable law or arbitration rules].

#### 13. Amendments

- o The Company reserves the right to amend these Terms and Conditions at any time.
- Updated versions will be provided to Customers and posted on the Company's website.
- o Continued use of services constitutes acceptance of changes.

### 14. Contact Information

Rusty's Professional Services PO BOX 654 Lake Stevens WA 98258 Phone: (425) 374-1603

Email: hello@rustys.us

By engaging Rusty's Professional Services, you acknowledge and agree to these Terms and Conditions.