

# Terms of Service

## 1. Legally Binding Agreement

By signing an estimate with Pullin' Hose, LLC ("Pullin' Hose"), the customer ("You") retain Pullin' Hose to perform the services listed in the estimate (the "Services"). Pullin' Hose will determine the method, details, and means of performing the Services.

## 2. Warranties

The Services to be performed are limited to those listed in the estimate. Pullin' Hose does not warrant in any form the results or achievements of the Services. Pullin' Hose only warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

## 3. Cooperation

You agree to comply with all reasonable requests of Pullin' Hose and to provide Pullin' Hose personnel with access to your property as may be reasonably necessary for the performance of the Services under this Agreement.

## 4. Water Usage

You agree to provide Pullin' Hose the right to use an on-site water supply as needed to complete the Services without compensation. If an exterior water supply is required, it will be at an additional cost. It is Your responsibility to make sure the water supply is on and in working order before we arrive.

## 5. Electrical Usage

You agree to provide Pullin' Hose the right to use an on-site source of electricity as needed to complete the stated project without compensation. If an exterior electrical source is required, it will be at an additional cost. It is Your responsibility to ensure the electrical source is on and in working order before we arrive.

## 6. Removal and Replacement of Personal Property

You are responsible for removal and replacement of furniture, ornaments, grills, and all other removable items from the work area. Should Pullin' Hose need to remove personal property, Pullin' Hose will not assume any liability for damage, loss, or storage of Your property. An additional cost may be applied for the time and labor devoted to the removal of personal property.

## 7. Property in Good Repair

You represent and warrant to Pullin' Hose that Your property is in good repair and weathertight. This includes but is not limited to all electrical service, including receptacles, light fixtures, doors and windows. Pullin' Hose is not responsible for damages due to water infiltration, improper installation, maintenance, or repair of electrical related items or due to water intrusion at doors or windows. You agree to indemnify, defend, and hold harmless Pullin' Hose for any claim related to the condition of the property.

## 8. Payments

Payments to Pullin' Hose are due in accordance with the invoice terms. Any remaining balances are due upon completion of the job. We accept payment by check, credit card, money order, or cash. Any other payment terms must be agreed to by Pullin' Hose in writing.

## 9. Late Payments

All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. You shall reimburse Pullin' Hose for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Pullin' Hose does not waive by the exercise of any rights hereunder), Pullin' Hose shall be entitled to suspend the provision of any Services if You fail to pay its fees when due.

## 10. Scheduling

Scheduling, in a business which is dependent upon the weather, can be difficult. Pullin' Hose attempts to keep scheduling conflicts to a minimum, however weather conditions beyond our control may affect Your project start and completion dates. Pullin' Hose will let You know of any scheduling changes.

## 11. Cancellations

Pullin' Hose works diligently to schedule its appointments to give the appropriate amount of time for each job. At times, Pullin' Hose will turn away work in reliance on the jobs previously scheduled. Therefore, if You must cancel Your job, You agree to provide Pullin' Hose with at least forty-eight (48) hours advance notice. Otherwise, You are responsible for the entire fee due.

## 12. Stains

Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stain and paint are examples of materials that cannot be removed by conventional means. Sometimes, due to their severity, these stains or fungus cannot be removed at all.

## 13. Color and Tone

Pullin' Hose attempts to represent final color and tone as best we can. While we can often give You an idea of the overall color or tone, You should expect some variance in the overall finish. Age, weather, stain and paint affect color, as does the type of wood, the differences in the individual boards used, or variations inherent in different construction and landscaping materials. Pullin' Hose cannot and does not guarantee color and/or tone.

## 14. Glass and Windows

Glass and windows may become water-spotted due to our work. Pullin' Hose is not responsible for spotted glass or windows. Window and glass cleaning are NOT included in the Services.

## 15. Damages

Pullin' Hose is not responsible for damages due to improperly installed or loose siding, loose shingles, broken, open or improperly sealed windows, wood rot, defective construction, improperly secured or loose wires, loose or improperly installed gutters and leaders, and improper caulking or loose mortar, which may be dislodged during the cleaning process. Sun and weather will bleach the color and cause fading of aluminum and plastic siding. Power washing may cause the faded vinyl or aluminum to stand out when the chalky buildup is removed by the power washing process. Pullin' Hose is not responsible for fading or color change due to the weathering and fading process.

IN NO EVENT SHALL PULLIN' HOSE BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. PULLIN' HOSE'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY YOU TO PULLIN' HOSE IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

## 16. Warranties

The Services to be performed are limited to those listed in the estimate. Pullin' Hose does not warrant in any form the results or achievements of the Services. Pullin' Hose only warrants that that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

## LIMITATION OF WARRANTY

THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. PULLIN' HOSE DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT. YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES. PULLIN' HOSE SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO YOU BY PULLIN' HOSE DURING THE TERM OF THIS AGREEMENT.

To the extent any manufacturers of the products used by Pullin' Hose offer warranties for their products, Pullin' Hose will take commercially reasonable steps to transfer such warranties, if possible, upon request. Contact Pullin' Hose promptly with any concerns about the Services.

## 17. Force Majeure

Pullin' Hose will not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond Pullin' Hose's reasonable control, for so long as such force majeure event is in effect. Pullin' Hose shall use reasonable efforts to notify You of the occurrence of such an event within five (5) business days of its occurrence.

## 18. Jurisdiction / Venue

This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state. The parties hereby agree that any action arising out of this Agreement will be brought solely in Tarrant County, Texas or in a federal court in the North District of Texas. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

## 19. Legal Fees

If Pullin' Hose incurs any legal fees associated with the enforcement of this Agreement or any of its rights under this Agreement, Pullin' Hose shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses.

## 20. Notices

All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (a) hand delivery, (b) registered mail, (c) certified mail, return receipt requested, or (d) overnight mail, addressed to the party to be notified at the addresses listed on the estimate.

## 21. Miscellaneous

If any provision or portion of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive. The rights and remedies of Pullin' Hose as herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity. A signed contract delivered via electronic signature shall be deemed as effective as an original executed signature. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. This Agreement, and any exhibits attached hereto, is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic or otherwise. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the parties.