

## Perfect Pour Services Terms & Conditions

By placing an order either over the phone, fax, e mail or web site, customer has verbal or written agreement, and is bound to Perfect Pour Services' Terms and Conditions.

### 1. SERVICES

#### 1.1 REGULAR DOMESTIC CLEANING

- 1.1.1 The customer agrees to sign and return the Agreement and Standing order forms to Perfect Pour Services within 7 days of placing the order.
- 1.1.2 Perfect Pour Services reserves the right to suspend cleaning services if monthly payments are missing or if paper work is not returned to Perfect Pour Services within 7 days of placing the order.
- 1.1.3 The sales advisors can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's needs. Please note that duration may vary therefore a degree of flexibility is required.
- 1.1.4 If the customer requests an extra cleaning detergent above and beyond the PBW and Acid clean and asks Perfect Pour Services to purchase requested items on their behalf, customer understands that an applicable charge will be assessed.
- 1.1.5 Perfect Pour Services will not be responsible for triggering any alarm systems. Customer should give any special instructions for deactivation/activation of any alarm systems.
- 1.1.6 One month minimum contract length applies for regular cleaning.
- 1.1.7 The customer understands that the price quoted over the phone or email does not include anything apart from cleaning and is as best estimate. Upon visiting the location in person a more accurate price will be quoted.

#### 1.2 INITIAL CLEANING & ASSESSMENT

- 1.2.1 Perfect Pour Services reserves the right to amend the initial quotation, should the client's original requirements change.
- 1.2.2 The customer understands that the price quoted is not a "package deal" and includes only cleaning labor.
- 1.2.3 The sales advisors can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's needs. Please note that duration may vary therefore a degree of flexibility is required.
- 1.2.4 An initial cleaning fee will be charged on the first visit to all new locations.

#### 1.3 GENERAL CLEANING

- 1.3.1. Perfect Pour Services reserves the right to amend the initial quotation, should the client's original requirements change.
- 1.3.2. All bar and keg room equipment should be safe and in full working order.
- 1.3.3. The customer understands that the price quoted is not a "package deal" and includes only cleaning labor.
- 1.3.4. The sales advisors can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's needs. Please note that duration may vary therefore a degree of flexibility is required.

### 2. PAYMENTS

- 2.1 Payment is requested on completion on the day of the cleaning session.
- 2.2 Payment can be made in cash on completion of the service
- 2.3 Payment can be made by check on completion, please make the check payable to 'Perfect Pour Services'. If paying by check, the customer will be responsible for all bank and legal charges resulting from a dishonored check, along with a \$50 NSF fee.
- 2.4 Payment can be made by credit card on completion. If paying by credit card, the customer will be responsible for all transaction charges resulting from processing of payment.
- 2.5 Customer understands that any 'late payments' may be subject to additional charges.
- 2.6 You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) Perfect Pour Services does not receive payment for the service(s) by the payment due date or (b) you pay less than the full amount due for the service(s).
- 2.7 You will be assessed a late fee of 10% per month for any payment amount that has not been paid in full after 30 days from the date the invoice was sent.
- 2.8 Perfect Pour Services does not anticipate that you will fail to pay for the Service(s) on a timely basis, and we do not extend credit to clients. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Service(s) on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.
- 2.9 If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.
- 2.10 If you fail to pay the full amount due for any or all of the Service(s) then Perfect Pour Services, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive.
- 2.11 If you resume service(s) after any suspension, we may require you to pay a discontinued service cleaning fee. These fees are in addition to all past due charges and other fees.

### 3. COMPLAINTS AND CLAIMS

- 3.1 The customer accepts and understands that poor service, breakage/damage or theft must be reported within 24 hours from the service date. Failure to do so will entitle customer to no refunds.

- 3.1.1 Perfect Pour Services requests the presence of the customer or his/hers representative in the beginning and at the end of the cleaning session.
- 3.1.2 Complaints are accepted verbally over the phone and in writing (letter, e mail or Fax). Complaints must be reported on completion or in the following 24-hour.
- 3.2 All fragile and highly breakable items must be secured or removed.
- 3.3 Key replacement/locksmith fees are paid only if keys are lost by our operatives. There is a \$30 per location liability limit.
- 3.4 Perfect Pour Services agrees to keep all customers' information confidential.
- 3.5 In case of damage Perfect Pour Services will repair the item at its cost. If the item cannot be repaired Perfect Pour Services will rectify the problem by crediting the customer with the item's present day actual cash value toward a like replacement from a Perfect Pour Services' source upon payment of cleaning services rendered.

#### 4. CUSTOMER SATISFACTION

- 4.1 Customer understands that he/she is not entitled to any refunds.
- 4.2 If the customer is not completely satisfied with a cleaning job, Perfect Pour Services will re-clean any areas and items to customer's satisfaction within 24 hours.
- 4.3 Customer must be present at all times during the recovery-clean. Perfect Pour Services reserves the right not to return a cleaner more than once.

#### 5. LIABILITY

- 5.1 Perfect Pour Services reserves the right not to be liable for:
  - 5.1.2 Cleaning jobs not complete due to equipment not in full working order, hot water or power;
  - 5.1.3 Third party entering or present at the customer's premises during the cleaning process;
  - 5.1.4 Wear or discoloring of items becoming more visible once dirt has been removed;
  - 5.1.5 Failing to remove old/permanent stains that cannot be removed using standard cleaning methods;
  - 5.1.6 Existing damage or spillage that cannot be cleaned/removed;
  - 5.1.7 Any damages caused by a faulty or not in full working order equipment supplied by the customer.
  - 5.1.8 If the customer has got items which need special cleaning methods and special cleaning detergents, Perfect Pour Services reserves the right to refuse the provision of the cleaning detergents.
  - 5.1.9 Perfect Pour Services suggests a cleaning schedule of one complete cleaning every 14-days. Any build-up and/or blockage accrued from cleanings scheduled with duration longer than the recommended 14-day duration will be at customer's expense.

#### 6 CANCELLATION

##### 6.1 REGULAR DOMESTIC CLEANING

- 6.1.1 Customer may cancel or adjust the time of a cleaning visit/s by giving at least 5 business days advanced notice.
- 6.1.2 Customer agrees to pay the full price of a cleaning visit if the customer cancels or changes the date/time less than 24 hours prior to the scheduled appointment.
- 6.1.3 Customer agrees to pay the full price of the cleaning visit in the event of a lock-out caused by our cleaners being turned away; no one available to let them in; or problem with customer's keys.
- 6.1.4 If keys are provided they must open the lock without any special efforts or skills.
- 6.1.5 Customer agrees to pay the full price of one cleaning visit in case of a termination of the service if the customer has given less than one month advanced notice.
- 6.1.6 Customer may terminate the cleaning service by giving one month (30 days) advanced notice in writing and specifying the last cleaning date and give reason.

##### 6.2 AFTER CANCELLATION OF THE CLEANING SERVICE

- 6.2.1 By entering into a service agreement with Perfect Pour Services, the customer agrees that after the termination of the cleaning service he/she will not hire or use any domestic services provided by a present or past cleaner introduced to the customer by Perfect Pour Services.

These terms and conditions shall be governed by the relevant United States law, and by agreeing to be bound by them the customer agrees to submit to the exclusive jurisdiction of the relevant courts of the United States. Perfect Pour Services reserves the right to make any changes to any part of these terms and conditions without giving any prior notice.

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Printed Names: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_