

Misty Peak Home Solutions Service Contract

This contract ("agreement") is entered into on by and between Misty Peak Home Solutions ("Company") and the undersigned client ("Client").

1. Scope of Services

Misty Peak will perform the exterior cleaning services outlined in the accepted quote. The specific services and areas to be treated are described in the service section of the quote or invoice. Any additional services not listed will require a separate agreement and may incur extra charges.

Please note: All quotes are estimates based on the information provided at the time of booking and a visual assessment when possible. In some cases, unforeseen conditions—such as excessive buildup, restricted access, fragile materials, or structural issues—may require additional time, treatment, or resources. Should any of these circumstances arise, we will communicate with the Client before proceeding with additional work. While we strive to stay within the estimated price, the quote is not a fixed guarantee if conditions are significantly different than expected.

2. Client Responsibilities

The Client is responsible for removing outdoor furniture, planters, décor, and other personal property from the work area before the scheduled service. If these items are not removed and Misty Peak is required to move them, we will take care to avoid damage—but we are not liable for any damage caused in doing so or during the service. An additional handling fee may apply.

3. Payment Terms

Payment is due no later than 7 days after completion of work unless otherwise agreed upon in writing. Late payments are subject to a 5% weekly late fee. Services requested outside the original scope will be quoted and billed separately.

4. 2-Year Moss-Free Guarantee – Roof Treatment Only

We stand behind our roof soft washing with a 2-Year Moss-Free Guarantee.

What's Covered:

- If moss regrows within 24 months of treatment, we'll return at no cost to spot-treat affected areas.
- This includes light patches or isolated regrowth in shaded or high-moisture zones.

Conditions:

- Heavily infested roofs may require multiple treatments for full breakdown of moss. Follow-up spot treatments are included if needed.
- To maintain results, we recommend regular roof maintenance (clearing debris, trimming overhanging branches, etc.).

Limitations:

- This guarantee does not cover areas we did not treat, roof repairs, structural damage, or regrowth caused by external issues such as leaks or improper drainage.
- If Misty Peak ceases operation due to permanent closure, force majeure, or serious illness, this guarantee may be void. Otherwise, we will honor it in full.

5. Expectation Management

Organic matter on your roof (like moss, algae, or lichen) doesn't always disappear instantly. Our treatment kills the growth on contact, but the dead material often needs to break down naturally over time. Rain, wind, and seasonal weather help wash it away.

As we say in the industry:

"If it's brown, it's coming down. If it's black, it's coming back."

Brown means the moss is dead and on its way out. Black means it's still alive and will require treatment.

In addition, the final appearance of certain materials and surfaces may differ from expectations once grime, stains, and organic buildup are removed. For example, pressure washing a driveway may reveal underlying cracks, pitting, or discoloration that had been previously hidden by algae, moss, or dirt. This is normal and does not indicate damage caused by cleaning. We clean the surface—but we don't control what's underneath it.

6. Limitation of Liability

Our liability for any claim related to services rendered is limited to the amount paid by the Client for those services. Misty Peak is not responsible for indirect, incidental, or consequential damages of any kind.

7. Cancellations & Weather Delays

- Clients must provide 24 hours' notice to cancel or reschedule. Last-minute cancellations will incur a charge of 50% of the accepted quote.
- We work in light rain but will reschedule if weather conditions are unsafe or compromise service quality. We will notify you as early as possible.
- Either party may terminate this agreement with written notice. If the Client cancels after work has started, payment is required for all work completed up to the date of cancellation.

8. Service Satisfaction

If you're not satisfied with the result, contact us within 5 days of service. We'll do what we can to make it right—whether that means a re-treatment, correction, or a partial refund, depending on the situation.

9. Dispute Resolution

We believe in fair solutions. If any dispute arises, both parties agree to attempt informal resolution or mediation before pursuing legal action.

10. Agreement & Acknowledgment

By accepting this agreement (verbally or in writing), the Client acknowledges and agrees to the terms above. This includes responsibility for item removal, the payment terms, the cancellation policy, and the conditions of the 2-Year Moss-Free Guarantee.

Client First Name:

Client Last Name:

Client Email:

Client Signature:

Date: