

DUST BUSTERS OF MOBILE

TERMS & CONDITIONS / SERVICE AGREEMENT

Definitions. "Customer" means any individual, tenant, property owner, manager, contractor, or business requesting services. "Services" means all cleaning, deep cleaning, recurring cleaning, commercial cleaning, residential cleaning, move-in cleaning, move-out cleaning, post-construction cleaning, decluttering, organizing, and related services performed by Dust Busters of Mobile. "Property" means the premises where services are performed. **Acceptance.** By scheduling services, paying a deposit, approving an estimate, accepting a proposal, signing electronically or in writing, permitting work to begin, or otherwise accepting services, Customer agrees to these Terms and Conditions. **Services and Exclusions.** Dust Busters provides residential and commercial cleaning services. Dust Busters does not provide mold remediation, biohazard cleanup, crime scene cleanup, hoarding remediation, pest control, animal waste removal, asbestos removal, lead paint removal, medical waste disposal, or hazardous chemical cleanup. Discovery of such conditions may result in immediate suspension or termination of services. **Residential and Commercial Terms.** Residential customers shall provide a 50% deposit prior to scheduling unless otherwise agreed. Commercial customers may be subject to separate payment schedules, recurring service agreements, proposals, or contracts. Estimates are based upon conditions reasonably known at the time of inspection and may be adjusted if actual conditions differ from those disclosed or observed. **Payments, Fees, and Collections.** Returned checks incur a \$35 fee. Late payments may incur a fee equal to 10% of the service cost. Unpaid balances may accrue interest at the contract rate. Customer agrees to pay collection costs, court costs, attorney fees, administrative costs, and expenses incurred by Dust Busters in collecting unpaid balances. A minimum of 48 hours notice is required for cancellation or rescheduling. Failure to provide proper notice may result in a \$50 cancellation fee. Failure to provide access to the property may result in a \$50 lockout or no-access fee. **Chargeback Protection.** If a Customer initiates a chargeback, reversal, payment dispute, or similar claim after services have been performed, Dust Busters may provide contracts, invoices, photographs, communications, estimates, work records, and service documentation to dispute the claim. Customer remains responsible for valid charges and related collection expenses. **Customer Responsibilities.** Customer shall provide safe access to the Property, functional electricity, running water, and secure all pets and animals before services begin. Customer shall remove or secure cash, jewelry, firearms, collectibles, prescription medications, financial documents, confidential information, and irreplaceable personal property.

Customer Initials: _____

Safety and Hazard Disclosure. Customers are responsible for disclosing known hazards, dangerous conditions, structural concerns, pest activity, aggressive animals, unstable furniture, unsafe flooring, water damage, and any condition that may affect safety. Customers must maintain reasonably safe premises. Dust Busters may immediately stop work and leave the property if unsafe conditions exist. Dust Busters is not responsible for injuries caused by hidden dangers, undisclosed hazards, criminal acts of third parties, pets, dangerous property conditions, or hazards not disclosed by the Customer. **Post-Construction and Move-In/Move-Out Services.** Customers acknowledge that post-construction cleaning may reveal scratches, defects, paint issues, contractor damage, unfinished work, or other pre-existing conditions. Move-in and move-out cleaning services are cleaning services only and do not constitute property inspections, certifications, or guarantees regarding property condition. **Decluttering Services.** Disposal decisions may be made by the Customer or by Dust Busters with Customer approval. Approval may be written, electronic, verbal, text message, email, or otherwise documented through business records. Customers assume responsibility for identifying items they wish to retain and accept all risks associated with approved disposal decisions. **Damage Claims and Satisfaction Policy.** Any claim involving alleged property damage must be reported within thirty-six (36) hours of service completion and must include both written notice and photographs. Failure to comply may result in denial of the claim. Dust Busters agrees to perform services according to the agreed scope of work. Concerns regarding incomplete services should be reported within twenty-four (24) hours to allow inspection and reasonable corrective action. **Photography Authorization.** Dust Busters may take before-and-after photographs for quality control, training, documentation, marketing, website content, advertising, and social media purposes. No personally identifying information will intentionally be disclosed. **Limitation of Liability, Indemnification, and Insurance.** Dust Busters shall not be liable for pre-existing damage, ordinary wear and tear, age-related deterioration, manufacturer defects, contractor errors, hidden defects, structural failures, or conditions beyond its reasonable control. To the fullest extent permitted by law, liability shall be limited to the amount paid for the specific service giving rise to the claim. Customer agrees to defend, indemnify, and hold harmless Dust Busters from claims, damages, losses, liabilities, costs, and expenses arising from unsafe conditions, undisclosed hazards, Customer negligence, inaccurate information supplied by the Customer, or violations of this Agreement. Dust Busters maintains general liability insurance subject to policy terms, conditions, exclusions, and coverage limits. **Force Majeure and Governing Law.** Dust Busters shall not be liable for delays or nonperformance caused by hurricanes, tropical storms, flooding, severe weather, power outages, governmental restrictions, labor shortages, natural disasters, acts of God, or events beyond reasonable control. Alabama law governs this Agreement. The parties agree to attempt mediation before formal legal proceedings whenever reasonably practical. These Terms and Conditions, together with any estimate, invoice, proposal, work order, or service authorization, constitute the entire agreement between the parties. **CUSTOMER ACCEPTANCE.** I acknowledge that I have read, understood, and agree to be bound by these Terms and Conditions.

Customer Signature: _____
Printed Name: _____
Date: _____