


5 Star Window Care®
a subsidiary of Cycology, Inc.
480.246.2920

Name _____ Phone _____
 Address _____ City _____ Zip _____
 Email (will not be shared) _____

Section 1: Work to be performed

of panes to be washed _____ Powerwashing: _____
 Multi Level: # _____ Dusting: _____
 Clean Tracks: # _____ Blind Cleaning: # _____
 Glass Restoration: # _____ Light Fixtures: # _____
 Sunscreen: # _____ Chandeliers: # _____
 Other _____

Section 2: Cost

Panes x \$3 _____ Powerwashing: \$ _____
 Multi Level: \$ _____ Dusting: \$ _____
 Clean Tracks: \$ _____ Blind Cleaning: \$ _____
 Glass Restoration: \$ _____ Light Fixtures: \$ _____
 Sunscreen: \$ _____ Chandeliers: \$ _____
 Other \$ _____
Total Cost: \$ _____

Section 3: Annual Program

Weekly (52 washes) — 50% off Bi-Monthly (6 washes) — 25% off
 Bi-Weekly (26 washes) — 40% off Quarterly (4 washes) — 20% off
 Monthly (12 washes) — 30% off Semi-Annually (2 washes) — 10% off

Contract Price: \$ _____ / Initial Wash Date: _____

Section 4: Payment

Lump Sum (additional 5% off): Check# _____ Amount \$ _____
 After each cleaning

Section 5: Signatures*

 EMPLOYER DATE _____

 5 STAR WINDOW CARE REPRESENTATIVE DATE _____

*Subject to terms and conditions on page 2

TERMS AND CONDITIONS

This Agreement by and between the above mentioned employer, and 5 Star Window Care (5SWC), a subsidiary of Cycology, Inc. was executed on the date written following the Employee and 5SWC representative's signatures and is made effective 3 days following the first scheduled wash written above in section three until all contracted washes are completed. 5SWC agrees to work for the above employer under the terms and conditions hereby agreed upon by the parties.

Section 1 – WORK TO BE PERFORMED

1.1 TERM—Employer agrees to hire 5 Star Window Care to perform the services and work as stated in section 1 of this agreement.
1.2 DUTIES—5SWC agrees to perform work for the employer on the terms and conditions set forth in this agreement as described above.

Section 2 – COST

2.1 BIDDING—Cost is derived by methodical means, but is subject to variability in various conditions, environments, and bidding agents. The agreed upon price is not firm until the initial wash is completed and the second wash begins.

2.2 CHANGING CONDITIONS—Cost is based upon conditions at the time of the initial wash. When price is locked in (at the beginning of the second wash) 5SWC is contracted to do what is agreed upon in the contract and no more. If the EMPLOYER would like more work done to accommodate for changing conditions, a new bid must be placed for the new work.

Section 3 – ANNUAL PROGRAMS

3.1 PROGRAMS—EMPLOYER agrees to the regularity of appointments set forth to warrant the discount in regular pricing. If EMPLOYER chooses to terminate contract, discounted fees are due and payable to 5SWC immediately and contract is void thereafter.

3.2 CHANGING PROGRAM—If EMPLOYER chooses to trade programs, it is acceptable to trade to more frequent washes without incurring any fees. If the EMPLOYER chooses to move to less frequent washes, all previous discounts within the contract period are adjusted and due and payable to 5SWC at the next scheduled wash.

3.3 COMPLETION DATE – The work to be performed shall be completed as described above.

Section 4 – PAYMENT

4.1 COMPENSATION – In consideration of all services to be rendered by 5SWC to the EMPLOYER, the EMPLOYER shall pay to 5SWC the total sum written above on the basis defined above.

4.2 METHODS—5SWC can accept cash or checks made payable to “5 Star Window Care”

Section 5 – INDEPENDENT CONTRACTOR STATUS

5 Star Window Care acknowledges that it is an independent contractor and is not an agent, partner, joint venturer nor employee of the Employer.

Section 6 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

6.1 SATISFACTION—5 Star Window Care represents and warrants to the Employer regarding the work to be performed as follows:

If the Employer is dissatisfied with the quality of work performed by 5SWC for reasons of poor quality (streaks, smudges or other signs of neglect), 5 SWC will refund the remainder of the prorated payments paid. If Employer has not paid in full at time contract was made the Employer may notify 5SWC a week before the next scheduled wash to be done to discontinue this contract for reasons of poor quality.

6.2 TEMPERED GLASS-- Due to widespread problems with poor quality tempered glass scratching during construction window cleaning, 5 Star Window Care will not be liable for any scratches on any tempered or heat strengthened glass.

It is accepted and understood by ALL parties that properly used razor blades and scrapers are standard tools and techniques for construction window cleaning and can safely remove limited amounts of construction debris (plaster, paint, texture, tape, stickers, etc.) from quality glass, without scratching the glass surface.

Furthermore, it is accepted, the use of razor blades and scrapers will be employed on all window restoration cleaning and no other cleaning method will be offered by 5 Star Window Care to remove construction debris from any glass surface.

If this clause is not acceptable, there is no contract between 5 Star Window Care and EMPLOYER.

Section 5 – MISCELLANEOUS PROVISIONS

5.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties.

5.2 In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

5.3 No waiver or any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

5.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.