

PWNG SERVICES COMMERCIAL CUSTOMER SERVICE AGREEMENT

Party herein known as client or party agree to all the conditions in this service agreement / contract in its entirety. In regards to estimate and or invoice number: _____

A. COMMERCIAL OR COMMERCIAL ZONED PROPERTY

A1.2 PARKING

Access to parking is required. Please have a designated area for our service vehicles. If trailers or skids are needed for the work order the approximate sizes are listed below. Please allow clearance of 5 feet on all sides.

Cargo Van: 7 feet tall x 6 feet wide x 12 long

Power wash trailer: 6 wide x 14 long to nose

Soft Wash Truck: 5 feet x 5 wide x 10 long

Skid A: 6 feet long x 14 feet long to nose

Skid B: 6 feet long x 14 feet long to nose

B. WATER & POWER

B1.1 WATER PSI

If water is needed for your service, it is assumed that water is at standard 50-60 psi and that the water pressure has been tested previously to confirm.

B1.2 WATER ACCESS

If water is needed for your service, it is assumed that water is under 150 lineal feet from the service area and it has been previously confirmed.

B1.3 DRAINAGE

If water is needed for your service, it is assumed that all sewer and storm drains are functioning.

B1.4 DISPOSAL OF CONTAMINATED WATER

PWNG will provide disposal of all contaminated water in accordance with State and Federal law. If a service station, fuel depot or other, it is assumed that a containment bin is located at the premises. For areas near natural wetlands or other please let your estimator know your disposal policy.

B2.1 POWER

If power is needed for your service, it is assumed that either a 120v or 220 volts depending on the work to be performed are available within 300 lineal feet of the service area and that it has been tested previously to confirm.

C. PAYMENTS

PWNG policy is to be paid at the end of job completion. If your payment terms differ they must be discussed with your estimator. PO filing is assumed to have taken place prior acceptance of the estimate where PO filing must take longer than 1 business day.

PWNG will in no way take on or estimate work orders where payments are made after net 45. If your payment terms do not fall in with our payment policy, please discuss this with your estimator.

D. REQUESTORS POLICY ON NECESSARY DOCUMENTS

It is assumed that documents required by the client party to do business with said party have been formally requested from your estimator and that all documents have been provided prior accepting this work order. In no way, will PWNG consider late filing on our end a ground for withholding of payment.

Documentation that has not been requested formally will not be provided. Exceptions are business licenses, w-9 and additional insured. If your policy requires mandatory minimums insurance policies, LNI certificates or etc. please speak to your estimator.

Contractual documents outside of this service agreement will be made up as requested once all issues related to the work order have been discussed and agreed to as an addendum. Any additional terms you seek to this agreement should be requested from your estimator. A new agreement will be drawn up if the requested terms, after having been reviewed by PWNGS owner/operator or his or her authorized representative are agreeable to PWNG.

PWNG reserves the right to reject any terms requested outside of this service agreement.

E. CHANGE ORDERS

Requests for changes to the invoice must be made in writing and given to your salesman or estimator. A copy of our change order form be found at:

<http://wp.me/a51FYV-Js>

F. SIGN OFF

A signature on final day of work is mandatory. This signature will state that the job is completely done and that you are agreeing so. Absence of signor is an admission of work being completed. It is assumed all parties will have communicated the end date of the work order and that all parties have arranged to meet at that time. A job completion form can be downloaded from : <http://pwngservices.com/wp-content/uploads/2016/11/PWNG-JOB-COMPLETION-FORM.pdf>

G. CANCELLATION POLICY

Any materials or equipment rental purchases where PWNG has paid upfront for such will be billed to the cancelling party. Deposits on work orders where an agreement has been met will be considered non-refundable.

Cancellation is only considered if the cancelling party has made such request in writing to his authorized salesman/estimator. The minimum amount of time is 72 hours pre-appointment except where subcontractors or specialized equipment has been ordered or held for this work order. In such case a reasonable amount of time should be left explained in an addendum to this agreement.

H. LEGAL DISPUTES / MEDIATION AGREEMENT

The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The mediation shall be conducted by :

JAMS
600 University Street
Suite 1910
Seattle, WA 98101
USA
P 206-622-5267
F 206-292-9082
MNemeth@jamsadr.com

The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

Sincerely,
Victoriano Saldi
PW&G LLC
(425) 501-3745 (King-Snohomish)
(253) 200-5329 (Pierce County)
info@pwngservices.com

Our Mailing Address is:

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Seattle, WA 98125