

CONTRACT BETWEEN  
Pristine Window and Gutter Services LLC COMPANY  
AND Date \_\_\_\_\_

---

This Agreement is made and entered into by and between PRISTINE WINDOW AND GUTTER CLEANING COMPANY, hereafter "PWNG", and

\_\_\_\_\_ hereinafter called the CONTRACTOR. PWNG is a window cleaning service owned and operated by Victor Osalde that subcontracts work it cannot do to qualified independent window cleaning persons and companies.

In exchange for complete and faithful performance of this Agreement by CONTRACTOR, PWNG agrees to pay to CONTRACTOR fifty percent (55%) of the gross payment received for each job referred to by PWNG to CONTRACTOR and performed by CONTRACTOR.

In consideration therefore, PWNG and CONTRACTOR further agree and acknowledge:

1. **WHAT CONTRACTOR WILL FURNISH:** CONTRACTOR will furnish all supervision, labor, materials, equipment and transportation, and will perform all window cleaning services for customers referred to CONTRACTOR by PWNG, and will assume all obligations and responsibilities set forth in the "Description of Services to Customer" attached as Appendix One as if fully set forth in this Agreement. CONTRACTOR agrees to be fully responsible for all costs of its place of business from which the service is provided, whether that be CONTRACTOR'S office, home, or vehicle.

2. **CONTRACTOR INDEPENDENT OF PWNG:** CONTRACTOR operates his or her own independent window cleaning business, and/or conducts business from a place that is eligible for a business expense deduction under federal tax regulations, whether that place is an office, a home, or a vehicle. CONTRACTOR maintains or will maintain his/her own set of accounting records, reflecting all income and expenses for his/her independent business. It is CONTRACTOR'S responsibility to file a

schedule of expenses (Schedule C) with the Internal Revenue Service in connection with filing any documents supporting his or her federal income tax return.

3. **LICENSING AND OTHER REQUIREMENTS:** CONTRACTOR is licensed to do business in the State of Washington as a legal entity separate and distinct from the operations of PWNG. CONTRACTOR operates a business as a sole proprietorship, partnership, or corporation and is not an employee of PWNG under the laws of the State of Washington and the United States and is not providing personal labor to PWNG as the essence of this Agreement. CONTRACTOR may employ others in the course of their own business to complete jobs referred to them by PWNG. To the extent CONTRACTOR has other employees, CONTRACTOR will comply with all federal, state, and local regulations regarding payment of wages, obtaining workers' compensation and unemployment compensation coverage, Social Security payments, and PICA payroll withholding otherwise required by law. CONTRACTOR will pay all federal, state, and municipal taxes and license fees, including sales taxes, if any, for all labor and materials.

4. **U.B.I. NUMBER:** CONTRACTOR has an account with the Department of Revenue and other state agencies of the State of Washington as may be required for the nature of CONTRACTOR'S business, for the purpose of paying CONTRACTOR'S state taxes. As proof of compliance with this paragraph, CONTRACTOR has a UBI number obtained from the State of Washington, No. \_\_\_\_\_.

5. **Injuries to Contractor and Employees:** Contractor is responsible to inspect the premises of each customer referred and to determine whether any hazards or other conditions exist which require special attention, equipment, or care, and make any arrangements necessary to assure safe work performance. If injuries occur to CONTRACTOR or its employees while providing service to a customer referred under this Agreement, PWNG will not be named or represented as CONTRACTOR'S employer or guarantor of payment on any hospital, medical, or other claim form submitted for the purpose of obtaining health care service or any other compensation.

CONTRACTOR is solely responsible for insuring it's own business and its employee against injuries occurring during the performance of any part of this Agreement.

6. **JOB PERFORMANCE AND EQUIPMENT:** With respect to work performance for the referred customer, including transit to or from the referred customer's premises, CONTRACTOR is solely responsible for the performance of the job and the care and keeping of all equipment, tools, or other property at the customer's premises and will sufficiently staff the job to otherwise complete work within the specifications set by customer.

7. PWNG will attempt to schedule and refer window cleaning jobs to CONTRACTOR in accordance with the area, time, size of job and other preferences expressed by CONTRACTOR. The CONTRACTOR will undertake work in compliance with conditions as follows:

(a) **Area and Time Limitations:** CONTRACTOR will advise PWNG of the days and times or other conditions under which CONTRACTOR would be available and willing to accept work, including geographical areas within which referred jobs will be accepted, and will inform PWNG of any other limitations such as building height or complexity, that affects the service CONTRACTOR is willing or able to perform.

(b) **Job Cost Estimates:** PWNG is responsible for providing CONTRACTOR with accurate addresses and telephone numbers of referred customers along with customer-provided information concerning the scope of work requested. PWNG provides only approximate cost estimates for customers, including the method for determining estimates. In the case of repeat customers referred to CONTRACTOR PWNG will provide the last prices charged, the scope of work performed, and the date of last appointment. PWNG will inform referred customers that a firm price for requested service will be negotiated by CONTRACTOR before work is begun. CONTRACTOR is responsible for checking the estimate given to all customers and for making any adjustments with the customer directly. For any specific job referral, if the customer and CONTRACTOR cannot agree on price, or if conditions of the customer's premises

are unacceptable to CONTRACTOR, CONTRACTOR is under no obligation to commence or perform window cleaning service to the customer.

(c) **Job Specification Changes:** In the event repeat customers of PWNG request a change in scope of service than that performed at a previous appointment, CONTRACTOR has the sole right and responsibility to obtain a full understanding of the scope of work required by customer prior to commencement of service and to negotiate a fair price with customer for the services actually performed. If customer and CONTRACTOR cannot agree on price, or if other conditions are unacceptable, CONTRACTOR is under no obligation to commence or perform window cleaning services to the customer.

(d) **Job Punctuality and Performance:** CONTRACTOR will arrive punctually at customer's premises and will commence work as scheduled unless other arrangements are made in advance directly with the customer by the CONTRACTOR. CONTRACTOR will thereafter carry on and perform the service to the full and complete satisfaction of the customer.

(e) **Contractor Responsibility to Do Work Assigned:** CONTRACTOR agrees that all work scheduled and referred by PWNG pursuant to CONTRACTOR'S specifications is deemed accepted unless CONTRACTOR gives PWNG advance notice, no less than ten days, of changes in specifications under which CONTRACTOR is willing to accept and perform work. CONTRACTOR is liable for the costs of completion of all jobs scheduled, referred and accepted by contractor unless otherwise provided in this contract.

8. **COLLECT PAYMENTS AND REMIT TO PWNG:** CONTRACTOR will collect payment from the customer upon completion of the job and shall promptly remit all funds received whether in cash or by check to PWNG. CONTRACTOR may, with prior PWNG approval, leave an invoice or request PWNG to send an invoice in lieu of immediate collection. Failure to collect, leave an invoice, or notify PWNG to send an invoice within five days of the provided service will be deemed a breach of this Agreement and, at PWNG's sole discretion, subject CONTRACTOR to forfeiture of any amount owing to CONTRACTOR.

9. **PWNG REMEDY FOR UNSATISFACTORY PERFORMANCE:** Should CONTRACTOR fail to proceed diligently to provide service under the terms of this Agreement, or if the referred customer reasonably determines that the service provided by CONTRACTOR is unsatisfactory or will not be completed within the required time, then PWNG, in its sole discretion, may refer the job to another and CONTRACTOR shall bear all cost and expense of another's service to the customer. In addition, PWNG reserves all other rights or remedies PWNG may have under law for any loss or damage sustained by PWNG as a result of CONTRACTOR'S work performance.

10. **PAYMENT TO CONTRACTOR - REQUIREMENTS;** Before PWNG must make payment to CONTRACTOR, CONTRACTOR must: (1) remit all cash and checks received from referred customers, and (2) submit an invoice to PWNG listing each referred customer, the amount billed and collected for each job, the status of any uncollected bills, and a statement representing the amount PWNG owes CONTRACTOR for work performed. PWNG will pay CONTRACTOR the agreed-upon percentage of the gross customer payment for each job along with other payments as may be agreed to from time to time.

11. **AMOUNT OF WORK AVAILABLE:** PWNG provides no assurance, representation, or guarantee that any specific amount of work will be scheduled and referred to CONTRACTOR. Availability of work must meet CONTRACTOR'S specifications and is otherwise entirely dependent on market conditions beyond PWNG's control and will be scheduled at the discretion of PWNG.

12. **BREACH OF CONTRACT AND NOTICE OF TERMINATION:** Any violation of any part of this Agreement by either CONTRACTOR or PWNG will be considered grounds for immediate termination of any and all such obligations between CONTRACTOR and PWNG. Notice of such terminations may be given orally or in writing by either party.

13. **CUSTOMER LIST AND SOLICITATION/REFERRAL SYSTEM:** CONTRACTOR is aware of the sensitive and proprietary nature of information and customer referrals provided by PWNG and the valuable nature of marketing procedures developed and used by PWNG and the scheduling service availed to CONTRACTOR in exchange for CONTRACTOR'S performance of the terms of this Agreement.

Based thereon, CONTRACTOR hereby agrees that during the period this Agreement shall remain in force, or at any time after termination of this Agreement, CONTRACTOR will not, without PWNG's written approval use, cause to be used, or divulge PWNG customer lists to any person, nor use or in any way employ PWNG's name or derivation thereof in any trade name, trade slogan, trademark, or other document or material by making reference to the phrase "Pristine Window and Gutter Cleaning" or "PWNG" which in any way causes or may tend to cause confusion with PWNG's business or business name. Further, during the period this Agreement is in force and for a period of twenty four months after termination of this Agreement CONTRACTOR will not use or include in its business operation or any business operation with which CONTRACTOR is associated either as an owner, employee, representative, consultant, shareholder, officer, or director, a similar method of advertising/solicitation and customer referral system.

14. **NON-COMPETE CLAUSE:** In addition during the period this Agreement is in force and for a period of twenty four months after termination of this Agreement CONTRACTOR will refrain from any of the following competitive actions: (1) solicit, engage in work for, or otherwise provide services to any person who is presently, or was in the past, a customer of PWNG; (2) solicit any of PWNG's employees, representatives, or agents for the purpose of using their services either as subcontractor or employee or agent.

Notwithstanding the above, there is no intent to restrict CONTRACTOR'S method of previously conducting its business, or with whom, outside of this contract it chooses to conduct business.

In the event of any breach of the terms of the Agreement or a violation of no compete provisions by CONTRACTOR, PWNG shall be entitled to apply immediately for injunctive relief, it being agreed that money damages would provide an inadequate remedy. If PWNG brings suit or arbitration or mediation to compel performance with any of the terms of this Agreement, PWNG or arbitration or mediation shall be entitled to a reasonable attorney's fee and costs attendant to such suit.

15. **HOLD HARMLESS:** CONTRACTOR hereby releases PWNG from any liability imposed by federal, state, or local laws arising from any act or acts of commission or omission by either CONTRACTOR or PWNG. CONTRACTOR agrees to protect, indemnify, and hold PWNG harmless from and against any and all suits, claims, actions, losses, costs, penalties, damages, and liability of any kind or nature including any obligation PWNG may have for attorney's fees as a result of any claim, action, or cause of action brought by any person arising out of, in connection with, or incident to the CONTRACTOR'S obligations, responsibilities, or performance of any portion of this Agreement or arising under federal, state, or local laws. CONTRACTOR further agrees to relinquish any and all claims against PWNG with respect to any hazard at the premises of referred customers and further agrees to protect, indemnify, and hold PWNG harmless from and against any damage, cost, expense, loss, or liability: (1) for injury or death to CONTRACTOR or any of CONTRACTOR'S employees; (2) for injury or death to other persons arising out of the work performed or to be performed, including transit to or from the referred customer's premises; or (3) due to destruction of property either of CONTRACTOR'S or another person's resulting from or arising out of any conditions at the referred customer's premises or in transit to or from same.

16. **SEVERABILITY OF PROVISIONS AND LEGAL EFFECT OF PARAGRAPH TITLES:** If any specific provisions of this Agreement are declared to be invalid or unenforceable pursuant to any adjudication or final judgment entered as a matter of law, all other provisions and terms of this Agreement shall remain in full force and effect and such judgment shall not affect the validity of this Agreement as whole. The paragraph titles in this document are provided only for convenience and are not intended as a complete description of the contents of such paragraphs.

17. **ARBITRATION:** The parties agree to refer all disputes arising between them and out of their business relationship to a mutually agreed upon arbitrator, and, in the absence of agreement as to the choice of arbitrator, the matter shall be referred to the Washington Arbitration and Mediation Service (467-0793).



Pristine Window and Gutter LLC:

CONTRACTOR:

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

UBI No. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Soc. Sec.  
or Taxpayer ID \_\_\_\_\_

BY: \_\_\_\_\_  
General Manager

BY: \_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CHECKLIST FOR CONTRACTORS WITH  
Pristine Window and Gutter:

CONTRACTOR has in its possession or controls the following documents:

- 1. "Agreement" with PWNG: Yes \_\_\_\_\_ No \_\_\_\_\_
- 2. Washington State Master Business License and related forms Yes \_\_\_\_\_ No \_\_\_\_\_
- 3. Small Business Administration Business kit, including sample forms for accounting for income and expenses Yes \_\_\_\_\_ No \_\_\_\_\_
- 4. IRS form Schedule C (blank) Yes \_\_\_\_\_ No \_\_\_\_\_

PRISTINE WINDOW AND GUTTER CLEANING has received the following prior to association with CONTRACTOR:

- A. Signed CONTRACT Yes \_\_\_\_\_ No \_\_\_\_\_
- B. Copy of Master Business License, or UBI No. Yes \_\_\_\_\_ No \_\_\_\_\_
- C. Business card Yes \_\_\_\_\_ No \_\_\_\_\_
- D. Copy of advertising (Flier, Yellow Pages, newspaper) Yes \_\_\_\_\_ No \_\_\_\_\_
- E. Social Security No. Or Taxpayer ID Yes \_\_\_\_\_ No \_\_\_\_\_

The above materials have been received as indicated:

CONTRACTOR COMPANY  
CLEANING

PRISTINE WINDOW AND GUTTER

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date