

Terms of Service

Greetings from our Pro Cleaning NY team!

Welcome to our trusted network, we are absolutely delighted you have chosen to use our services and hope our services are reflective of our appreciation.

These terms of service are set up to protect our relationship with you going forward. These written terms are identified as a binding agreement and should read as a traditional contract.

Please take the time to read these terms carefully.

I. By subscribing to our services, we promise...

- a) to provide a professional cleaning service that is fully covered (bonded and insured).
- b) to provide completely trained cleaning technician(s) on the specified date(s).

II. In Order to Deliver the Best Possible Service; Please...

- a) make your home easily accessible. The best approach is to provide us with a key, but it is not a requirement because of the high security challenges that come along with this. However, please note that we will charge a fee if we are unable to access your home. This fee includes time missed as well as other opportunities missed by the cleaning technician. We try and run a fair operation and want to make sure our employees are also compensated as such.
- b) turn off alarm systems. If you choose to leave the alarm armed, we will not be held responsible for false alarms or misuse of the alarm system. It is important to note that this is disruptive to our operations, and we cannot make any exceptions.
- c) have your home picked up and ready to be cleaned. This just means to make sure you clean anything that's easy before your house cleaner arrives. For example, wash your dirty dishes and put them away (only if your cleaning service does not include this). A tower of dirty dishes can make it difficult for your house cleaner to clean the sink. Consequently, it will ruin the finished look of the kitchen. Hourly charges may be applied if the cleaning technician(s) require more time if your home is not ready to be cleaned. Another example would be to pick up any personal belongings you do not want our cleaning technician to handle and or any fragile items. Remember the more open your home is to us the more professional cleaning service we can provide.
- d) if we are requested to dust/clean inside of china cabinets, wall units or hutches, wash dishes, clean small computer equipment, antiques, and or collections, begin laundry or to use client's equipment (e.g., vacuum, mopping kit, etc.), client agrees not to hold **Pro Cleaning Solutions Network Inc.**, or any of its employees responsible for any damage or breakage to any piece or component.
- e) we will make every effort not to break items, but accidents do happen. We have Limited Liability protection for replacement or repair. Identical replacement will be attempted but not guaranteed. It is for this reason; we avoid cleaning requests for

irreplaceable or sentimental valuable items. Damage must be reported within 48 hours of service and after 30 days customer assumes liability.

- f) Pro Cleaning Solutions Network, Inc., cannot be responsible for damage due to faulty and/or improper installation, lack of maintenance, or general wear and tear of any items.
- g) complete customer service evaluations online at www.procleaningny.com or at time of service. Customer feedback helps us offer the highest quality of service every time.

III. Rescheduling, Cancellations, and lockout Policies...

- a) we expect the client to make, via email, any scheduling changes and or cancellations to your booking 24 hours before the day of service to avoid a cancellation charge of \$35.00. If you plan to cancel or reschedule a cleaning within 4 hours of the starting time, then 2 hours (per cleaner) will be charged to your account. Please note, we calculate the hourly rate by dividing (your total charges before taxes) by (the cleaning time). Then multiplying the hourly hour by 2 hours (per cleaner). As a result of committing to the scheduled time, the cleaning technician(s) was not able to accept other opportunities.
- b) our cleaning hours are from 8:00 AM to 6:00 PM. If under any circumstance our staff is sent away or locked out from your home between these hours, there will be a cancellation fee of \$100.00. We will make every effort to work within time frames requested but ask not to be sent away during our working hours. (Exceptions can be made when customer or household member is ill and must remain in the home and or similar emergencies).
- c) we will make every attempt to reschedule as close to the regular scheduled cleaning date as possible any company-initiated schedule changes due to holidays, extreme weather conditions and or last-minute call outs due cleaning technician being ill.
- d) if cancellation or rescheduling causes more than 15 days to elapse between cleanings, the next cleaning will be charged at the initial clean hourly rate for the customer's location.

IV. Corrected Cleaning Commitment...

- a) if on rare occasion you are not satisfied with our service performance experience, please let us know within 24 hours of the completed service and we will be sure to correct ourselves through our corrected cleaning approach.
- b) you can request a corrected cleaning either by email (info@procleaningny.com) or by phone (929-385-1093) if the initial clean was completed within the past 24 hours of the corrected cleaning request and the corrected cleaning is scheduled and completed within five days of the corrected clean request.

- c) if you receive a corrected cleaning, any extra services you add to that corrected cleaning that were not part of the services included within your initial clean are not part of our Corrected Cleaning Guarantee and you will be charged for them.

V. Legal Notice...

- a) All notices from **Pro Cleaning Solutions Network Inc.** to you may be posted on our website and will be deemed delivered within thirty (30) days after posting. Notices from you to **Pro Cleaning Solutions Network Inc.** shall be made either by email, regular mail, sent to the address we provided on our website, or first-class mail to our address at: 2452 State Route 207 Campbell Hall, NY 10916. Delivery shall be deemed to have been made by you to **Pro Cleaning Solutions Network Inc.** five (5) days after the date sent.

VI. Copyright Notice...

- a) All content appearing on this website is the property of **Pro Cleaning Solutions Network Inc.** All rights reserved. As a user, you are authorized only to view, copy, print and distribute documents on this website so long as (1) the document is used for informational purposes only, and (2) any copy of the document (or portion thereof) includes the following copyright notice. Copyright 2022 **Pro Cleaning Solutions Network Inc.** All rights reserved.

VII. Trademarks...

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- a) This site may contain other propriety notice and copyright information, the terms of which must be observed and followed. Information on this site may contain technical inaccuracies and typographical errors. Information, including product pricing and availability, may be changed, or updated without notice. **Pro Cleaning Solutions Network Inc.** and its subsidiaries reserve the right to refuse service, terminate accounts and or cancel orders in its discretion, including, without limitation, if **Pro Cleaning Solutions Network Inc.** believes that the client conduct violates applicable law or is harmful to the interests of **Pro Cleaning Solutions Network Inc.** and its subsidiaries.

X. Sales Tax...

- a) **Pro Cleaning Solutions Network Inc.** charges sales tax for services and or merchandize ordered on this website based on the applicable state sales tax rate and the location to which the service or merchandise is being provided.

XI. Warranties...

- a) The content included in this website has been completed from a variety of sources and is subject to change without notice as are any products, programs, offerings, or technical information described in this website. **Pro Cleaning Solutions Network Inc.** makes no representation or warranty whatsoever regarding the completeness, quality or adequacy of the website or content, or the suitability, functionality, or operation of this website or it's content. By using this website, you assume the risk that the content on this website may be inaccurate, incomplete, offensive or may not meet your needs and requirements.
- b) **Pro Cleaning Solutions Network Inc. specifically disclaims all warranties, express or implied, including without limitation the warranties of service, merchantability, fitness for a particular purpose and non-infringement with respect to these website and content. I not event will Pro Cleaning Solutions Network Inc.be liable for any special, indirect, incidental, or consequential damages, even if company has been advised of the possibility of suck damages.**

Or Depending on State

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XII. Return Policy...

- a) You may purchase merchandise, products, or services from this website by using any one of the payment options listed (Check, Credit Card,). **Pro Cleaning Solutions Network Inc.** Reserves the right to change its payment and procedures at any time without prior notice to you.

XIII. Miscellaneous...

- a) **VOID WHERE PROHIBITED:** Although the information on this website is accessible to worldwide, not all products or services discussed in this website are available to all persons or in all geographic locations or jurisdictions. **Pro Cleaning Solutions Network Inc.** and the advertisers each reserve the right to limit the provision of their products or services to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any product or services that they provide. Any offer for any product or service made in the materials on this website is void where prohibited.

XIV. Additional information...

- a) to meet customer expectations and a satisfactory cleaning experience, **Pro Cleaning Solutions Network Inc.** reserves the right to reevaluate rates at any time.
- b) if customer requests changes to service that differs from original estimate, additional charges will be applied, or a new estimate may be required.

- c) due to exposed liability, we cannot care for pets, plants/flowers, or children.

XV. Governing Law...

- a) In the event of litigation both parties agree that the law of the State of business registration of **Pro Cleaning Solutions Network Inc.** shall apply and both parties shall consent to the jurisdiction of the said State's courts, or in the event of diversity of citizenship, the United States District Court for the (District). Both parties expressly waive a trial by Jury.

XVI. Miscellaneous...

- a) The terms and conditions constitute the entire agreement between you and Pro Cleaning Solutions Network Inc. with respect to this website. The Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and **Pro Cleaning Solutions Network Inc.** with respect to this website. No modification of the terms and conditions shall be effective unless it is authorized by **Pro Cleaning Solutions Network Inc.** if any provision of the Terms and Conditions is found to be contrary to law, then such provisions shall be constructed in a manner to closely reflect as much as possible, the intentions of the parties. With the other provisions remaining in full force and effect.

XVII. Non-Solicitation Agreement...

- a) The client agrees that they shall not solicit under any circumstances during the employee's employment with **Pro Cleaning Solutions Network Inc.** for the period ending two (2) years after the termination of his/her employment, regardless of how that termination should occur, within the geographical area within which he or she provided service for **Pro Cleaning Solutions Network Inc.**
- b) "Solicit" means... to solicit, or attempt to solicit, the services of any of our employees, or prospective employee of **Pro Cleaning Solutions Network Inc.** who was serviced or solicited by the client during his or her employment with **Pro Cleaning Solutions Network Inc.**

****We work around the clock to recruit, train, and hire our employees. Not to mention the amount of time and effort we put in to provide a quality service. If the client decides to poach our cleaning technician(s), Pro Cleaning Solutions Network Inc. will hold the client responsible, and the client will be prosecuted to the fullest extent of the law. We will impose the maximum fines and fees applicable by law and we will not stop there. We respect and take our business very seriously and hope you use common sense and do the same.**

XVIII. Shipping and Delivery...

- a) Currently, **Pro Cleaning Solutions Network Inc.** can ship merchandise to locations within the United States and U.S. territories, including Alaska, Hawaii, Puerto Rico, Guam, and the US Virgin Islands. Additionally, **Pro Cleaning Solutions Network Inc.** may ship merchandise to Canada and Mexico, but not to other international locations. The risk of loss and title for all merchandise ordered on this website pass to you when the merchandise is delivered to the shipping carrier.