



## General Limits, Conditions, Assumption of Risk, Waiver and Release of Liability

### General Notes to the document:

- Throughout the document, the term “home” may be interchangeable with “space”.
- Aally’s LLC is referred to henceforth as “Aally’s”.
- Client and customer may be used interchangeably

**Assumption of Risk:** By booking an appointment, you agree to Aally’s General Limits, Conditions, Assumption of Risk, Waiver and Release of Liability. We can modify these terms at any time, after providing notice to you.

### Scheduling & Timing

Aally’s agrees to schedule on specific days but will never commit to a specific time: the company and its staff works within a window as described on the website (e.g. 9:30am to 6:30pm). If for any reason we cannot make it that day, we will postpone in coordination with you. You may also receive a full refund only if you decide not to reschedule (i.e. cancel).

Sometimes Aally’s staff might choose to try to accommodate a customer and arrive at their home at a specific time, however, we cannot promise that we will actually be able to do so: such is our internal policy. Therefore specifying a time means the client accepts the risk that Aally’s staff may not arrive despite any agreements over the phone, text, email, or any other means of communication.

### General Cleaning Tasks & Limitations:

Please be aware that some items such as showers, sinks, floors, and other deep cleaning items may take a few scheduled times of cleaning for the area to be thoroughly cleaned depending on the condition of the area.

We do not:

- climb higher than a 2-step ladder
- move furniture over 15 lbs but will try to reach a visible place with an extension duster
- clean an area considered or has the potential to be considered a bio-hazard (e.g. emptying/cleaning cat litter boxes, human/animal excrement, etc).



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**Services Group 1:** Provided as time slots or Shorter services (e.g. “Up to Me : 1 hour” or “The Regular : 1 Kitchen, 1 Bed & 1 Bath”).

- Some services are booked as a time slots (e.g. “Up to Me : 1 hour”). In such cases you list your priority of items for us to work through in order of preference. We may a) finish all tasks on time, b) finish early and ask you what else you require, c) we would need more time and will ask you to either charge extra time to the booking or simply stop there. If we attempt to communicate with you for these proposed with no success, we will assume to stop by the end of the scheduled time.

- We cannot promise to provide exactly the same service each day, considering the time limits of services booked as well as the fact that each day the amount of clutter and/or dirt - and therefore the volume of relevant housekeeping chores to tackle those - is anticipated to be different with each visit.

**Services Group 2:** End of Tenancy Cleaning / Spring Cleaning / Move In & Out Cleaning / Professional Clean / After Party Clean

- Aally’s reserves the right to amend the initial quotation, should the client's original requirements change.
- If collection of keys is required from a location outside the local area, a transport fee will apply.
- The Client must allow Aally’s access to hot water and power.
- Aally’s will not be responsible for triggering any alarm systems. Customer should give any special instructions for deactivation/activation of any household alarm systems.
- Aally’s can only give a rough estimate of the duration of the cleaning service, which is based on a basic description of the customer's space. Please note that duration may vary therefore a degree of flexibility is required.
- All fragile and highly breakable items must be secured or removed.

**Insurance, General Liability & Tax Reporting** - We carry a \$1,000,000 liability insurance policy and a \$2,000,000 aggregate. In addition, we hereby attest to our customers that Aally’s collects and reports all employer-required taxes for the staff’s services to local, state and federal agencies, protecting you from IRS tax-liability with respect to income the staff receives. All our staff (including janitorial and pet care) is covered by Texas Mutual Insurance Company Workers' Compensation Insurance for any injuries occurring inside or outside of your home.



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**Accessing your home** - If you are away anytime during our service window as per our website (e.g. 9:00 am to 6:30 pm) we ask you to otherwise provide us access to your home. We cannot be held responsible for any occurrences of damage, theft or otherwise that may occur in your home while we are not there. We do not encourage our customers to leave their doors open for us in any circumstance, and prefer to pick up and drop off keys with a responsible third party.

### **Pets escaping from the home**

- We cannot be responsible for pets that escape when our Housekeepers are entering/exiting your home. The online scheduling form requires you to inform us where your pet will be - and to have them secured - if you are not present.
- If you did not complete the online form, we ask you to do your best to secure your loved ones; we will not be held responsible for any issues surrounding any pets in the service space.

### **Home preparation on Cleaning Day**

- It is imperative that the Housekeepers focus all of their time and energy on the chores items listed on the work order.
- We bring some of our own cleaning products and tools to wipe/disinfect surface areas. If you would like us to use your own products and/or tools, do leave them out & let us know, we are not responsible for any damage or unforeseen result associated with that product or solvent.
- Otherwise we use our clients' own Vacuums &/or Broom & Dustpan, Dish liquids and Sponges for sink & dishes, step stool/ladder to reach above shoulder level. We will not assume or accept any liability for possible damage to the equipment. Since we are not responsible for maintenance or training with the equipment, we will not be responsible for any subsequent repairs.

### **Dusting**

- During the dusting process, some dust becomes airborne and will not settle until we have left. This is very common in first time cleanings and it may take several visits before settling dust becomes minimized.
- Aally's is not responsible for dust coming out of the duct work after we have cleaned on a scheduled day.
- We are not able to dust items on shelves or hung on a wall that are higher than a Housekeeper can reach standing on a 2 step stepladder. We use extension poles to high dust rooms but, we will not high dust items that may tip over or is hung on the wall as we are not able to hold the item(s) with one hand in order to secure it while cleaning. We will readily discuss the limitations of our safest cleaning capabilities at any time.

**Showers and Tubs** - Showers and tubs can accumulate lime, calcium and soap scum, and sometimes it may take two to three visits before showers and tubs become free of these deposits. Mold and mildew are organic and will grow deep into and behind grout or caulk.



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Surface stains will be minimized by our cleaning products, but completely eliminating it may require the homeowner to have their shower re-grouted or re-caulked.

### **Laundering or ironing of garments (or other cloth materials)**

- Aally's will go to great lengths to appropriately handle your request to handle your clothes. However, Aally's takes no responsibility, financial or otherwise, for items not found by us prior to laundering or dry cleaning garments, items damaged or destroyed during laundering or ironing, or damages to garments from such items.

- Aally's will do its best to process laundry and ironing, but this is a subjective task, we do our best to adjust to each client's tastes, but cannot guarantee exact expectations are met.

### **Pet Care (Dog walking and/or Pet sitting)**

As one of the services that may be offered by Aally's, you as the procurer of such services furthermore agree to and understand the following:

As the client, you understand that potential harm could occur to your pet while in the care of Aally's. You agree to release and hold harmless Aally's from all liability including its owner or employees, should your pet become lost, injured should your home suffer any damage not due to any negligence on the part of Aally's. Further, there may be other risks not known, or not reasonably foreseeable, including but not limited to disability or death. You also understand that animals are unpredictable and that Aally's cannot be held responsible for mishaps including, but not limited to, any pet(s)'s refusal to take medication, escaping, biting, eating or destroying household items, damage to the inside or outside of the home, and personal injury or accidental death.

You understand that in the event of inclement weather, natural disaster, or emergency, the designated pet sitter is entrusted to use his/her best judgment in caring for my pet(s). Neither the pet sitter nor Aally's shall be held responsible for consequences related to any of his or her decisions.

You hereby grant permission to Aally's to act on your behalf, and in your pet's best interest, by obtaining veterinary care, should deem it necessary for the health and well being of your pet. You further agree to pay for / or reimburse the cost of any and all veterinary or reasonable necessary services whose costs Aally's may incur. Further, you attest that your pet(s) are up-to-date on all vaccinations and will provide proof of it. You also, attest that your pet does not suffer from any life threatening or contagious condition that may be exacerbated by exposure to other pets, or expose other animals to undue risk while in the care of Aally's. You also agree that you are solely responsible for any and all acts of and behavior of your pet(s) while in the care of Aally's. This includes, but is not limited to, damage to property and injury to other animals or persons caused by your pet(s). Should your pet(s) bite or otherwise injure others, you agree to pay all medical costs and lost wages incurred by said other due to such injury.



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You understand that visit times are approximate and subject to change based on the needs of all pets under the care of Aally's. You entrust Aally's to use best judgment in caring for your pet(s), including, if necessary, arranging for a back-up pet sitter to take over duties as outlined in this agreement. You agree to hold Aally's harmless for consequences related to such decisions.

**Pictures, Videos, Social Media Apps** - You accept that Aally's staff may capture images of your pets and your home for a variety of purposes, including but not limited to communications with you, communication amongst Aally's staff members for work, quality control and training.

**Release Aally's, its officers, directors, shareholders, employees, and agents** from any and all liability for injury or illness suffered by my pet(s), other animals, or persons, for the escape of your pet(s), and for any property damage. Assume all the foregoing risks for any damages related to my pet(s) or property : any injury, permanent disability, damage, or death.

**Pet Owner** - You formally acknowledge that you are the actual owner of the pet(s) at issue, and also that by booking any pet-related service(s) he/she acknowledges that he/she is binding himself/herself and the marital community. Understand that this contract shall be interpreted and governed by the laws of Texas. Each party will perform its obligations in accordance with all the applicable laws, rules, and regulations of Texas. Understand that each waiver or excuse shall be independent of all others. Therefore, if a term or provision is waived or breach is excused, that waiver or excuse shall not waive any other term or provision or excuse any other breach.

**Agreement Terms** - Understand that Aally's reserves the right to terminate this agreement at any time before or during its term if Aally's determines that your pet(s) pose(s) a danger to the health or safety of your pet(s) or others. If Aally's decides to terminate this agreement, Aally's will attempt to notify you of the problem immediately, but you authorize your pet(s) to be placed in a kennel and you agree to pay all charges. You agree to indemnify, defend, and hold Aally's harmless from and against any and all losses, liabilities, damages, fines, penalties, and expenses (including attorneys' fees and other costs of defence) arising from or resulting from any breach of the representations, warranties, covenants, or duties contained in this agreement or otherwise arising out of damage or injury caused by your pet.

Understanding the risks as stated above, you freely and voluntarily enter into this contract, including this release and waiver, with Aally's. This contract is full and complete and hereby agree to these terms.



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**Damage or Breakage** - We do carry insurance for damage or breakage caused by our Housekeepers. We are not liable for damage that is caused by “normal wear and tear”, improper installation of an item(s), or artwork, collectibles or family heirlooms valued over \$200 and that is not disclosed during the time of the estimate appointment. If any damage or perceived damage is noticed after the Housekeepers have left, the customer must notify Aally's within 24 hours of any problem that may have occurred at the address during that day and time of the scheduled cleaning. Aally's will do its best to resolve the problem and come up with a reasonable solution.

These items include but are not limited to the following examples:

- Carpet & rug snags
- Broken blinds
- Improperly hung pictures/decorations/mirrors
- Artwork, collectibles or family heirlooms valued over \$200 –
- Woodwork, vintage/antique wood furniture, un-finished & furniture with special instructions

### **Payment for Services**

- Some appointments require payment in order to make a booking. Other appointments maybe reserved without immediate payment, in which case payment is due by 9am of your scheduled service, unless a separate agreement is set up with Aally's.
- Corporate clients will be made aware of the terms of their payment schedule (e.g. Net 15, Net 30, or other).

### **Complaints & Claims**

- In case of a complaint, Aally's requires to be notified within 24 hours after completion of the cleaning work.
- If the customer is not completely satisfied with a cleaning job, Aally's will re-clean any areas and items to customer's satisfaction. Therefore, the customer must allow the cleaner to return.

**Refunds** - Since cleaning is a very personalized and a subjective service, refunds are given at the discretion of Management.



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### **Scheduling Changes before the date of service**

- Sometimes Aally's may contact customers with options to change the regular scheduled cleaning to a different day.

- Clients may also reschedule their appointments depending on how the online scheduling application parameters for the concerned periods.

### **No-Shows on the date of service**

- In the case where Aally's staff arrive to a scheduled appointment and are unable to access the space for any reasons (including but not limited to last minute cancellations, refusal of service, inability to provide access, just as examples) AALLY's will charge a fee as stated on typical forms of communication such as the website, email confirmation, etc. Minimum fee is currently \$30.

**Price Increases** – We reserve the right to adjust client rates at any time and after providing notice to you.

**Quotes & Estimates** – These are based on estimated time (as per average historical data) needed to complete square footage, space type(s) and various tasks.

## **QUALITY CONTROL AND INSPECTIONS**

**Audits and inspections** - Aally's on occasion, randomly inspects and evaluates our Housekeepers cleaning proficiency. The inspector may appraise the cleaning of your home either after a scheduled cleaning is completed, when the Housekeepers have left, during the final phase of cleaning or during the entire cleaning job.

**We use your feedback** - Occasionally, we ask to use customer comments for our website, social media sites, brochures and/or flyers. We will always ask for your permission before using your information other than for training purposes.

**Pictures of before and after work** - From time to time our Quality inspection will include taking before and after photos of our Housekeepers work. These pictures are used for training, proof of our work performance and promotion of our high quality standards. If you do not want pictures taken of work areas in your home please notify Aally's.



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### **Non-solicitation of Aally's employees**

When entering into an agreement for services with Aally's you agree not to solicit for hire any staff member introduced to you by Aally's for any home-related services. We spend a lot of time and resources finding, interviewing, checking references and backgrounds, and training our Housekeepers.

When hired, they sign an agreement barring them from performing any home-related service for any of our past or present customers.

However, if you do wish to employ a staff member directly please discuss this matter with Management. If you are found to have solicited one of our staff, please be advised that our referral/training fee is \$2,500 per hired employee. We consider our employees our most valuable asset and charge accordingly.

**Privacy Statement** - Aally's is committed to protecting the privacy of our customers. We will not sell, exchange or otherwise distribute your personally identifiable information to outside parties.

**Harassment** - We don't allow for our staff to be harassed in any form i.e. controlling the course of work or procedures, down talking, stalking, video recording for no purpose, invading personal space, sexual advancements, sexual gestures, sexual comments, etc. All complaints or concerns should be directed towards the manager.

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