Damage Liability Waiver

This Waiver is in effect as a blanket Waiver for any and all jobs and/or services that Client has hired and/or may hire Contractor to perform professional window cleaning methods and operations on.

This Waiver is by and between **“Company Name and Address”** (Hereafter “Contractor”),

And: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at

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(Hereafter “Client”), and applies to all Owners, employees, and assigns of both Client and Contractor.

Client agrees to hold Contractor harmless in the event of scratches being discovered and/or determined to be present on any glass found on job site. Neither Client nor Contractor have done a full job site pre-inspection to determine the presence or absence of scratches on glass. Contractor is not responsible for discovering or determining the presence of scratches on said glass, or paying for any means of possible future discovery of scratches or their cause if the glass was not protected and handled within guidelines of GANA Informational Bulletin “Construction Site Protection and Maintenance of Architectural Glass”, (GANA TD 03-1003) Published 2010 Client will agree to waive any liability of Contractor for any scratches, blemishes, marks, marring, etc., that may appear on glass during or after standard and normal professional window cleaning. Contractor’s methods, including the use of scrapers, are considered normal glass cleaning procedures.

Client agrees and understands that Contractor uses only professional grade tools, methods, and procedures for cleaning glass, and that Contractor has been retained to provide such services. Client agrees and understands that razor scrapers are one of the professional tools used in normal window glass cleaning procedures and methods. Client agrees and understands that Contractor will employ the use of razor scrapers on glass surfaces.

Client agrees and understands that Contractor has no control over quality of glass as it is manufactured, delivered, installed, fabricated, and/or assembled, and that Contractor has no control over the quality of finishing operations provided by others on cladding around glass, either wood or other material, on and/or around glass. Client agrees and understands that Contractor has no control over any other tradesmen and/or other contractors that may come into contact with said glass, and that Contractor will not be held liable for any damage, marks, blemishes, etc., that any other tradesmen and/or other contractors may have created on glass during manufacturing, delivery, installation, and/or any finishing operations on said glass and/or cladding, either wood or other type surfaces.

Client agrees and understands that Contractor will only proceed with cleaning, with this Waiver having been signed by client.

Contractor will not be liable for any unintentional damage to any glass.

This Waiver does NOT cover breakage due to negligence or mistreatment on the part of this Contractor.

Agreed to and signed on \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name Client

Owner’s Name Printed Name: