

GUTTER CLEANING CONTRACT

1. 1. Parties and Property

This Gutter Cleaning Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [CONTRACTOR NAME], a [ENTITY TYPE] located at [CONTRACTOR ADDRESS], holding license number [LICENSE NUMBER] where required (the "Contractor"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). Services will be performed at [SERVICE ADDRESS] (the "Property"), described as [PROPERTY DESCRIPTION, e.g., a two-story single-family residence with approximately 180 linear feet of gutter, 6 downspouts, an attached garage, and a detached shed]. The Client confirms being the owner of the Property or being authorized by the owner to contract for this work. Contacts are [CONTRACTOR PHONE AND EMAIL] and [CLIENT PHONE AND EMAIL].

2. 2. Scope of Work

The Contractor will perform the following: remove leaves, pine needles, shingle grit, and other debris from all accessible gutters by hand or by vacuum; flush the gutter runs with water to verify slope and flow; clear and flush each downspout and confirm discharge at the outlet; check that hangers, spikes, and seams are intact and report any that are not; and remove all debris from the Property. Areas included are [INCLUDED AREAS, e.g., the main house, attached garage, and rear porch]. The following are excluded and quoted separately: [EXCLUSIONS, e.g., roof surface cleaning or blowing off the roof, moss or algae treatment, gutter repair or resealing, gutter guard removal and reinstallation, underground drain line clearing or camera work, fascia or soffit repair, pressure washing the exterior of the gutters, and window or siding cleaning]. Work will be performed in a workmanlike manner using appropriate ladders, stabilizers, and fall protection.

3. 3. Gutter Guards, Covers, and Screens

Where gutter guards, covers, screens, or helmets are installed, the Client will identify the type at [GUARD TYPE]. Removal and reinstallation of guards, where necessary to clean beneath them, is billed at [GUARD HANDLING RATE] and requires prior authorization. The Contractor will use reasonable care but is not responsible for breakage of brittle, aged, painted-over, or improperly installed guards, or for any manufacturer warranty on a guard system that is voided by removal, and the Client is encouraged to check warranty terms before authorizing removal. Where guards cannot be removed without damage, the Contractor will clean what is accessible, will inform the Client, and will note the limitation on the invoice. Fasteners that break during removal will be replaced with equivalent hardware at [HARDWARE CHARGE].

4. 4. Access, Height Limits, and Working Conditions

The Contractor will work from ladders and, where safe and necessary, from the roof surface, up to a height of [HEIGHT LIMIT, e.g., two stories or 24 feet]. Work above that height, on a roof pitch steeper than [PITCH LIMIT, e.g., 8:12], or requiring lift equipment or roof anchors is quoted separately at [HIGH ACCESS RATE] and may require scheduling with additional crew or equipment. The Client will provide safe access to all areas of the Property, including moving vehicles from the driveway, unlocking gates, securing pets indoors, and clearing patio furniture, planters, and other obstacles from beneath the gutter lines. The Contractor may decline to access any area where the ground is unstable, where overhead power lines are within an unsafe distance, where a deck or roof surface appears structurally unsound, or where a hazard makes ladder placement unsafe, and will note any area not serviced for that reason on the invoice.

5. 5. Debris Removal and Disposal

The Contractor will bag or collect all debris removed from the gutters and downspouts and will remove it from the Property, unless the Client selects on-site disposal at [ON-SITE DISPOSAL LOCATION, e.g., a compost pile or wooded area]. Debris will not be blown or washed onto the roof, into flower beds, onto neighboring property, or into storm drains. The Contractor will rinse any staining on siding, walkways, or driveways caused by debris handling during the visit. Disposal of unusual materials found in the gutters, including construction debris, dead animals, nesting material, or hazardous items, may incur an additional charge of [SPECIAL DISPOSAL CHARGE] and will be discussed with the Client before removal. The Contractor will leave the work areas clean and free of debris at the end of each visit.

6. 6. Downspouts, Blockages, and Drainage

The Contractor will clear and flush each downspout from the top and will confirm flow at the outlet. Where a downspout is blocked and cannot be cleared by flushing or snaking from above within [BLOCKAGE TIME ALLOWANCE, e.g., 15 minutes] per downspout, the Contractor will inform the Client and will quote additional work at [BLOCKAGE CLEARING RATE]. Underground drain lines, French drains, and buried extensions are outside the scope of this Agreement, and the Contractor will report but not clear a blockage located in a buried line. The Contractor will note any condition observed that affects drainage, including improper slope, standing water, separated seams, loose hangers, rusted or rotted sections, damaged fascia, and roof edge issues, and will provide a written summary. Reporting a condition is an observation, not a warranty, and the Contractor does not perform a structural or roof inspection.

7. 7. Pricing, Payment, and Additional Work

The price for the services in Section 2 is [SERVICE PRICE], based on [PRICING BASIS, e.g., linear footage, number of stories, roof pitch, and debris load]. Payment is due [PAYMENT TIMING, e.g., on completion of the visit] by [PAYMENT METHODS]. If the actual conditions differ materially from those described at quoting — for example significantly heavier debris, more linear footage, additional structures, or guards not previously disclosed — the Contractor will inform the Client before proceeding and will quote the adjusted price, which the Client may accept or decline. Any repair or additional service identified during the visit will be quoted separately in writing and performed only with written authorization. Invoices unpaid after [PAYMENT TERM, e.g., 10 days] accrue [LATE FEE] per month or the legal maximum, whichever is less, and the Client is responsible for reasonable collection costs.

8. 8. Scheduling, Seasonal Service, and Weather

This Agreement covers [SERVICE FREQUENCY, e.g., a single visit / two visits per year in late spring and late fall / quarterly service], scheduled on [SCHEDULING METHOD, e.g., dates confirmed at least 7 days in advance]. Where recurring service is selected, the price per visit is [RECURRING VISIT PRICE] and the schedule is [RECURRING SCHEDULE]. Gutter cleaning is weather-dependent, and the Contractor will reschedule for rain, ice, snow, high wind, or lightning at no charge to the Client, since ladder work in those conditions is unsafe. Where the Client cancels with less than [CANCELLATION NOTICE, e.g., 24 hours] notice, or where the crew arrives and cannot work because of a locked gate, an unsecured dog, a blocked driveway, or another condition within the control of the Client, a trip charge of [TRIP CHARGE] applies. Heavy leaf drop after a fall visit is normal, and a return visit is billed at the standard rate unless a seasonal package including it is selected.

9. 9. Pre-Existing Conditions and Property Damage

The Client will disclose known problems before work begins, including loose or previously repaired gutter

sections, rotted fascia or soffit, damaged or brittle roofing, skylights, solar panels, satellite equipment, fragile landscaping, septic components or irrigation lines beneath ladder positions, and any prior leak. The Contractor will document visible pre-existing conditions with photographs where practical before starting. The Contractor is responsible for damage caused by its own negligence, including dented gutters from improper ladder placement, broken hangers, shingle damage from foot traffic, and crushed landscaping, and will repair or pay the reasonable cost of repair. The Contractor is not responsible for the failure of gutters, fasteners, fascia, or roofing that were already deteriorated, for damage arising from an undisclosed condition, or for damage from water that a cleaning could not have prevented. The Client will report any claimed damage within [DAMAGE CLAIM WINDOW, e.g., 5 days] of the visit so it can be inspected while the cause can still be determined.

10. 10. Insurance, Licensing, and Workers Compensation

The Contractor maintains commercial general liability insurance of at least [GENERAL LIABILITY AMOUNT, e.g., \$1,000,000 per occurrence] and workers compensation coverage for its employees as required by law, and will provide certificates of insurance on request and before the first visit. The Client understands that ladder and roof work carries a real risk of worker injury and that an uninsured contractor can expose a property owner to a claim under homeowner insurance, and the Client is encouraged to verify coverage independently through the insurer named on the certificate. The Contractor holds any business license or contractor registration required in [JURISDICTION] and will comply with applicable safety requirements, including ladder and fall protection standards. The Contractor is responsible for the training and supervision of its crew and for providing all tools, ladders, and safety equipment.

11. 11. Independent Contractor Status

The Contractor is an independent contractor and not an employee, agent, or partner of the Client. The Contractor controls the methods, equipment, sequence, and personnel used to perform the work, subject to the scope and schedule agreed here, and may serve other clients. The Contractor is solely responsible for all federal, state, and local taxes on amounts received, for its own licensing and insurance, and for the wages, payroll taxes, and workers compensation of its employees, and receives no employee benefits from the Client. The Contractor may use qualified subcontractors and remains responsible for their work and for verifying their insurance. Nothing in this Agreement creates an employment or joint employer relationship between the Client and any person performing the work.

12. 12. Warranty and Callbacks

The Contractor warrants that the gutters and downspouts serviced will be clear and flowing at the completion of the visit. If within [CALLBACK PERIOD, e.g., 14 days] of a visit the Client identifies a gutter run or downspout that was serviced and is not flowing, and the cause is not new debris fall, storm damage, or a buried line blockage, the Contractor will return and correct it at no charge. This callback is the sole remedy for an incomplete cleaning. The Contractor gives no warranty regarding the condition, life expectancy, or performance of the gutter system itself, does not warrant against future clogging, and does not guarantee that cleaning will prevent ice dams, overflow during extreme rainfall, or basement water intrusion. Any repair performed under a separate authorization carries the warranty stated in that authorization.

13. 13. Term, Termination, and Access After Completion

This Agreement covers the visits described in Section 8 and, where recurring service is selected, continues until terminated by either Party on [TERMINATION NOTICE, e.g., 14 days] written notice before the next scheduled visit. Either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., five days] of written notice, and the Contractor may terminate immediately where conditions at the Property are unsafe

or where the Client instructs work that would violate safety requirements. Amounts owed for visits already performed remain payable. The Contractor will not enter the Property outside scheduled visits without notifying the Client, and will notify the Client on arrival where the Client requests it at [ARRIVAL NOTIFICATION PREFERENCE]. Photographs taken for documentation remain with the Contractor and will not be used in marketing without written permission from the Client.

14. 14. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution. Except for damage caused by the negligence of the Contractor and obligations that cannot be limited by law, total liability under this Agreement will not exceed [LIABILITY CAP, e.g., the greater of the price paid for the services at issue or the cost to repair damage the Contractor caused], and neither Party is liable for indirect or consequential damages. This Agreement is the entire agreement between the Parties, replaces prior quotes and conversations, and may be amended only in writing. If any provision is unenforceable, the remainder stays in effect. CONTRACTOR: [CONTRACTOR NAME]. Signature: _____. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Date: [DATE].

15. Disclaimer

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