



Terms and Conditions of Service

The following sets forth the terms and conditions under which *SPA Car Wash Systems, LLC* will perform services on your vehicle:

- 1. Best Efforts Basis:** Our services are provided on a best efforts basis – we will not be held responsible in the event that we are unable to clean, remove stains, or otherwise restore any surface, fabric, or condition on your vehicle. All services listed in our marketing material are for reference only, and do not necessarily represent a guarantee that the service was performed depending upon the condition of your vehicle or upon a special extenuating circumstance.
- 2. Incidental Damage:** We are not responsible for any incidental damage that may occur while your vehicle is in our possession, including but not limited to any damage related to pre-existing conditions (tears, scratches, dents, stains, odors, etc.) damage to automated windshield wiper systems, wiper blades, rear window wipers, loose interior trim or exterior moldings, exterior mirrors, trailer hitch caps, roof racks, power antennas, insignias, aftermarket accessories (bug shields, sun visors), magnetic signage, running boards, hood ornaments, or alloy, chrome or mag wheels, headlights, rear lamps, or reflectors. We are responsible for any damage we cause while driving your vehicle and for anything we break or damage in the course of providing our service, so long as the damage did not involve a prior condition.
- 3. Additional Charges:** In the course of rendering services on your vehicle, we may uncover conditions or circumstances that require additional effort or time, and therefore you may incur additional cost, to properly complete your vehicle service. We will make every reasonable effort to notify you in advance of completing the service, however in the event we are unable to contact you for any reason out of our control, we reserve the right to charge our published hourly rate to complete the work and maintain circulation of our work in process inventory.
- 4. Possessions Left in the Vehicle:** Our policy is to gather all of the vehicle owners' belongings that are left in the vehicle and place them in a bag to be provided to the customer when their vehicle service is complete. Our staff is also trained to remove any loose change from the console area and place it in a plastic bag to facilitate cleaning. We are not responsible for any belongings that may be lost or otherwise disposed of in the course of cleaning your vehicle. We strongly recommend that each customer remove any belongings they consider to be of value before leaving the vehicle with us.
- 5. Engine Damage Disclaimer:** Certain detailing services include cleaning of the engine compartment and components. SPA is not responsible for any damage resulting from this service, temporary or otherwise, that may as a result from water interfering with engine function.
- 6. Wet Sanding:** Certain detailing services include wet sanding to remove deep scratches in the vehicle's clear coat finish. SPA is not responsible for any damage that may result to the painted surface should the sanding process penetrate the clear coat and damage the paint finish.
- 7. Limit of Liability:** SPA's entire liability for providing services is limited to the invoice amount for the service we provide, except for any damages that result from collisions that take place while the vehicle is in our possession.
- 8. Coupons, Discounts and Gift Certificates:** SPA will only honor coupons, discounts, and gift certificates that are presented prior to performing services.
- 9. Gratuities:** Our staff keeps a tip box outside the facility adjacent to the area where cars final dried and hand toweled. This box is for tips for car wash services. For customers whose cars receive detail services, we encourage our generous customers to consider offering a gratuity directly to the staff member who serviced their vehicle.