

# DELUXE DETAILING LLC

SERVICE AGREEMENT

This Service Agreement (the "Agreement") explains the responsibilities of Deluxe Auto Detailing LLC ("we", "us", "our" or "Deluxe Auto Detailing") and your obligations, as the Client, in relation to the service(s) you purchase. By purchasing and using our service, you expressly accept and agree to the terms of this Agreement, without any modifications or amendments by you.

You hereby agree to the following terms and conditions:

#### 1. OPERATING & MOVING YOUR VEHICLE:

You shall provide us with access to the vehicle during the detailing service and any additional times as mutually agreed upon by both parties. You must ensure that the keys to the vehicle are available to us. By agreeing to this provision, you authorize us to operate or move the vehicle as deemed necessary by us solely for the purpose of providing the detailing service.

# 2. SERVICES:

By entering into this Agreement, you acknowledge that a comprehensive and up-to-date list of our Deluxe Auto Detailing services, along with their respective prices, is available on our Services page at <a href="https://deluxedetailingcranberry.com/services/">https://deluxedetailingcranberry.com/services/</a>. We encourage you to review the Services page for a detailed understanding of the services we offer. By accepting this Agreement, you agree to the services and pricing provided therein. Please note that we reserve the right to modify our services and pricing at our discretion, and it is your responsibility to stay informed of any changes by periodically reviewing our Services page. Additionally, there may be services we offer that are not listed on the Services page, including window tinting, ceramic coating, and paintless dent repair. These services have varying costs and depend on the condition of the vehicle. Please contact us for a consultation and personalized quote for these additional services.

# 3. QUALITY OF SERVICE:

Our primary objective is to ensure your satisfaction with our services. However, we cannot guarantee that our services will completely restore the vehicle to a previous or new condition. We do not guarantee any specific outcomes or results with our detailing services. However, we will make every effort to restore the vehicle to the best possible condition within the limits of our resources, time, and expertise. Full removal of stains, odors, sand, or pet hair may not be guaranteed. A final inspection will be conducted together with you at the completion of the service. If you find our service unsatisfactory after the final inspection and our departure, you must contact us within 24 hours to address your concerns. We will not be held liable for any concerns raised after 24 hours of job completion or if you did not participate in the final inspection.



# 4. ACCIDENTS, PRE-EXISTING CONDITION, & DAMAGE:

We are committed to providing our detailing services with the highest level of care and professionalism. However, we cannot be held responsible for any damage that may occur to your vehicle while it is in our care, including during pick-up and drop-off services. In the rare event that damage occurs during the detailing process or transportation, we will promptly inform you and work together to address the situation. By agreeing to our detailing services, you acknowledge and accept that we will not be held liable for any damages to your vehicle, including those related to accidents or pre-existing conditions.

# 5. WAIVER:

By using our services, you acknowledge that there are inherent risks involved in auto detailing and associated pick-up and drop-off services, including, but not limited to, the potential for damage to the vehicle, its surfaces, or components. You voluntarily assume all risks associated with the services provided by Deluxe Auto Detailing and hereby release, waive, and discharge Deluxe Auto Detailing, its employees, contractors, agents, and affiliates from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by you, your vehicle, or any property belonging to you, whether caused by the negligence of Deluxe Auto Detailing or otherwise, while participating in or receiving the services provided by Deluxe Auto Detailing, including the pick-up and drop-off of your vehicle for service.

# 6. **VERIFICATION FEE:**

When booking our services online, you will be required to provide a valid credit card for verification purposes. A \$1 charge will be applied to your credit card as part of the verification process. This verification fee will be refunded to you within 7 days of the initial charge. By providing your credit card information and agreeing to this provision, you authorize Deluxe Auto Detailing to process the \$1 verification charge and subsequent refund.

# 7. OTHER FEES:

The fee for our service is the agreed dollar amount, indicated as "Total Cost" on the service package order. The term of service is for the amount of time reserved by us to complete the "job" you requested and not for any specific outcome. The amount of time reserved is an estimate since the condition of each vehicle varies. It is possible that the job could be less or more than the time reserved. Additional fees may apply:

- a) A \$150 minimum fee for jobs involving hazardous materials or bodily fluids.
- A \$20 minimum fee for vehicles with excessive personal belongings or garbage.
- c) A \$50 per hour "extra dirty" fee if the detailing job takes significantly longer than anticipated.
- d) Rescheduled appointments will be subject to a rescheduling fee of \$15. Failure to reschedule within 48 hours of your appointment will result in a canceled appointment.



e) Canceled appointments within 48 hours of the scheduled time will result in a \$75 cancellation fee.

# 8. TERMS OF SERVICE:

Our service focuses on the time allocated to complete the requested job, rather than guaranteeing a specific outcome. As vehicle conditions vary, the time required for a job may be more or less than initially estimated. Please consider the following:

- a) Empty gloveboxes, center consoles, and storage compartments before the appointment for proper cleaning.
- b) Be aware that paint polishing may remove prior waxes or ceramic coatings.
- c) Inform us if your vehicle has a ceramic coating or paint protection film to avoid potential damage during the detailing process.
- d) We reserve the right to reschedule appointments for reasons including, but not limited to, weather changes, equipment failure, or staffing issues.
- e) For appointments at our location, arrange your transportation as our on-location services occur in a private garage without a waiting room.
- f) Headliners can be gently cleaned upon request; deep cleaning is not recommended due to the sensitivity of the adhesive.
- g) Truck beds with covers will NOT be cleaned unless the cover is taken off prior to the appointment.
- h) We are not responsible for any lost items. Cleaning out garbage & other items before service is recommended.
- i) We reserve the right to charge each vehicle accordingly based on condition and the type of vehicle.
- j) All sales are final and there will be no refunds after a purchase is made.

# 9. PROVIDING FEEDBACK & PHOTOS:

We value your feedback and encourage you to share your experience with us. Please send us an email at (Deluxedetailpgh@gmail.com) and let us know if there are ANY concerns – good or bad. By agreeing to our services, you grant us the discretion to use photos of your vehicle for marketing purposes, which may include publication on our website (https://www.deluxedetailingcranberry.com/) and social media channels.

# 10. MARKETING COMMUNICATION:

By using our services, you acknowledge and consent to receive marketing emails from Deluxe Auto Detailing. We will keep you informed about our latest offers, promotions, and updates that we believe may be of interest to you.

# 11. SCHEDULING & CANCELLATION:

You must notify us of any changes or cancellations at least 48 hours before the appointment. Rescheduling fees and cancellation fees may apply as outlined in the Payment Terms. We



reserve the right to reschedule or cancel appointments due to unforeseen circumstances, including but not limited to, weather changes, equipment failure, or staffing levels.

# 12. CLIENT RESPONSIBILITIES:

You are responsible for providing accurate information about their vehicle, including the presence of ceramic coatings or paint protection films. You must remove personal belongings, garbage, and valuables from their vehicle before the appointment and ensure all compartments are accessible for cleaning. You are also responsible for ensuring that their vehicle is in a safe and operable condition.

#### 13. INDEMNIFICATION:

By using our services, you agree to indemnify, defend, and hold harmless Deluxe Auto Detailing, its employees, contractors, agents, and affiliates from and against any and all claims, damages, losses, liabilities, or expenses (including reasonable attorneys' fees and costs) arising out of or in connection with the use of our services, any breach of this Agreement, or any negligent or wrongful act or omission by you or any third party acting on your behalf. This indemnification obligation will survive the termination or expiration of this Agreement.

#### 14. PRIVACY POLICY ACKNOWLEDGEMENT:

By using our services, you acknowledge that you have read and understood the Privacy Policy of our online booking platform, Fieldd. The Privacy Policy outlines how Fieldd collects, uses, and discloses your personal information when you use their platform to book our services. This may include, but is not limited to, your name, email, address, phone number, and payment information. Fieldd may also use your personal information for marketing, analytics, and communication purposes. For a complete understanding of Fieldd's Privacy Policy, please visit the following link: <a href="https://fieldd.co/privacy/">https://fieldd.co/privacy/</a>.

#### 15. **GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of law principles. Any disputes arising from this Agreement or the use of our services shall be resolved exclusively in the state or federal courts located in Pennsylvania.

# 16. AMENDMENTS:

We reserve the right to amend this Agreement at any time.

### **17. ENTIRE AGREEMENT:**

This Agreement, including any additional terms and conditions referenced herein, constitutes the entire understanding between you and Deluxe Auto Detailing with respect to the services provided and supersedes any prior agreements or understandings, whether written or oral.



# 18. **SEVERABILITY**:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

In witness to your agreement to the stated terms of this Agreement, you will click "I Agree" button acknowledging that you pay Deluxe Auto Detailing immediately after detail service completion by method of Invoice, Cash, or check.

