

WAVWASH LLC - TERMS AND CONDITIONS

Available for download @ (<https://wavwash.com/terms-and-conditions>)

By clicking "I Agree" in the scheduling application, the Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement. The Customer is responsible for reading all the pages of this agreement.

1. Agreement Overview

This Marine and Auto Detailing Services Agreement ("Agreement") is entered into by and between Wavwash LLC, with its principal office located at 1293 Jennifer Ln, Manahawkin NJ 08050 ("Service Provider"), and the customer ("Customer"). By booking a detailing service from the Service Provider, the Customer agrees to the terms and conditions set forth in this Agreement.

2. Services Provided

The Service Provider agrees to perform detailing services as described in the services order, which may include cleaning, polishing, waxing, interior detailing, freshwater flushing, and other related services for marine and auto vehicles (vehicles). Detailing services do not include repair of damages such as scratches, cracks, mechanical, or other structural issues.

3. Payment Terms

The total fee for the detailing services is specified in the service order. Payment must be made in full by the Customer before the completion of the services unless otherwise agreed upon in writing. Credit card charges and charges related to payments made through a payment platform such as Stripe and Venmo are the Customer's responsibility.

4. Limitation of Liability

To the maximum extent permitted by applicable law, the Service Provider shall not be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with the performance of the detailing services, even if the Service Provider has been advised of the possibility of such damages. The Service Provider's total liability to the Customer for any claims arising out of or relating to this Agreement shall be limited to the amount paid by the Customer for the detailing services.

5. Warranties and Disclaimers

The Service Provider will perform the detailing services with reasonable care and skill. However, the Service Provider makes no warranties, express or implied, regarding the results of the detailing services, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

6. Customer Responsibilities

The Customer is responsible for ensuring that the vehicle is accessible and in a suitable condition for the detailing services to be performed. The Customer must remove all personal items from the vehicle before the service appointment. The Service Provider is not responsible for any loss or damage to personal items left in the vehicle. Additionally, the Customer must provide an easily accessible, safe area for the detailing work to be completed and ensure access to a water source, an electrical source, and sufficient lighting to conduct the service. Unless otherwise put in writing, the Customer must be home to provide access and ensure all pets are secured and kept away from where the services are taking place. The Customer is responsible for all mechanical maintenance, including freshwater flushing unless purchased. The Customer is also required to have valid insurance coverage for their vehicle.

7. Appointments and Schedule Changes

Booked appointments are on a best-effort basis and are subject to demand and weather conditions. The Service Provider will make reasonable efforts to honor the scheduled appointments but reserves the right to reschedule or delay services as necessary. Appointments made through fieldd.co or any other third-party booking platform are also subject to the terms and conditions of the respective platform. Customer cancellations or schedule changes must be made within 4 hours of the appointment, or the Service Provider has the right to charge the Customer in full.

8. Wear and Tear Disclaimer

Due to the environments that vehicles are used in, wear and tear is common and can cause parts, including plastic, fiberglass, metal, and vinyl, to become fragile, discolored, faded, or brittle. The Service Provider is not liable for any damages resulting from the inherent wear and tear of these materials.

9. Post-Service Responsibilities

It is the Customer's responsibility to cover, lock, and secure the vehicle after the detailing services are complete.

10. Inspection and Acceptance

The Customer is responsible for inspecting the vehicle upon completion of the detailing services. By accepting the vehicle, the Customer acknowledges that the services have been performed to their satisfaction. Any claims for damages or unsatisfactory services must be made in writing within 4 hours of service completion. Claims can be made by the Customer via the fieldd.co app or by emailing info@wavwash.com.

11. Safe Work Environment

The Service Provider shall be provided a safe workplace free of discrimination or disrespect. The Service Provider reserves the right to terminate services if it determines the environment is hostile or discriminatory.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to the subject matter of this Agreement.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Modification

No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. The Service Provider reserves the right to modify or amend this Agreement and its terms at any time. Any changes to the Agreement will be communicated to the Customer and will be effective immediately upon such communication.

16. Pricing and Taxes

The Service Provider reserves the right to change prices at its discretion, including any additional charges that may apply. All prices for services are subject to applicable taxes. The Customer agrees to pay any sales, use, value-added, or other taxes, whether federal, state, or local, which may be assessed based on the services provided by the Service Provider.

17. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay is due to circumstances beyond their reasonable control, including but not limited to acts of God, war, natural disasters, pandemics, governmental orders, or any other similar events.

18. Indemnification

The Customer agrees to indemnify, defend, and hold harmless the Service Provider and its employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way connected with the Customer's breach of this Agreement or any negligent or wrongful act or omission by the Customer or any of their employees or agents.

19. Subcontracting

The Service Provider reserves the right to subcontract any part of the detailing services to qualified third parties. The Service Provider remains responsible for the quality of subcontracted work.

20. Privacy Policy

The Service Provider is committed to protecting the privacy of the Customer. Any personal information provided by the Customer will be used solely for the purposes of providing the detailing services and will not be shared with third parties without the Customer's consent, except as required by law. However, the Service Provider shall not be liable for any privacy breaches or data issues related to the use of third-party booking platforms such as fielddd.co. The Customer acknowledges that the privacy policy and terms and conditions of fielddd.co will govern the handling of personal data provided through their platform.

21. Customer Feedback

The Service Provider values customer feedback. Any feedback provided by the Customer may be used for marketing or promotional purposes, with or without attribution, unless the Customer explicitly requests otherwise.

22. Public Defamation

The Customer does not have the right to publicly falsely defame the Service Provider, including on social media or any other platform, written or verbal. The Service Provider shall first have the right to cure all issues via the claims process described in this Agreement.

23. Dispute Resolution

If a dispute arises out of or in connection with this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiation. If the dispute cannot be resolved through negotiation, the parties may pursue their legal remedies in the courts of the State of New Jersey.