



BARBASTELLA DETAILING

TERMS & CONDITIONS

Overview

Terms of Use, also known as Terms of Service or Terms and Conditions, are legal agreements that govern the users of a service. These Terms often appear as disclaimers that must be agreed to in order to use a service, particularly software and web-based services. Unilateral or very one-sided Terms of Use are of questionable enforceability under recent court cases so service providers should make an effort to draft reasonable Terms of Use, post them in obvious locations, and provide opportunities for users to actively agree to their terms. The terms “we,” “us,” “owner,” and “our” refer to the Company. “You” refers to you, as a user of our Service.

Terms of Use often address matters including user rights and responsibilities as well as proper usage and possible misuse of the service, accountability for online actions and conduct, a privacy policy addressing personal data, payment details for subscriptions or memberships, opt-out policies for communications, details of account termination, and prescribed processes for dispute resolution, which often mandate binding arbitration and limit users’ rights to to take a claim to court. Terms of Use should also include a disclaimer or limitation of liability reducing the site’s responsibility for potential user damages, as well as details for notification provided to users when the terms are updated or modified.

Barbastella Detailing Terms of Use
Effective as of April 22, 2023



BARBASTELLA DETAILING

PRIVACY POLICY

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Washington, without regard to conflict of law provisions.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or



BARBASTELLA DETAILING

delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

- All vehicles are cleaned at the customer's own risk and must be able to withstand normal cleaning processes. This includes, but is not limited to, vacuuming, pressure washing, brushing, towel wipedowns, various chemical products consisting of various pH levels being used on any or all surfaces on the interior and exterior of the vehicle, compressed air being used on various surfaces on the interior and exterior of the vehicle, machine polishing to all painted and glass surfaces of the vehicle, ceramic coating of the exterior and interior surfaces, clay barring of the exterior glass and painted surfaces, and wet sanding of various grits on various exterior surfaces.
- Barbastella detailing reserves the right to refuse or deny customer demands above and beyond the booked detailing.
- Barbastella detailing will not tolerate any verbal or physical abuse towards any of its staff under any circumstances and will take the relevant actions should any such behaviors be encountered.
- Customers should remove all personal belongings, money, and other significant items from their vehicle before any detailing services being performed.
- A minimum 20% surcharge will be applied to all jobs that involve excessive pet hair, urine, vomit, blood, feces, or other hazardous materials.
- Prices online do not include any local and/or state taxes that apply to services. Taxes can be applied in: Alaska, Connecticut, Florida, Hawaii, Iowa, Kansas, Minnesota, Nebraska, New Jersey, New Mexico, Ohio, Pennsylvania, Tennessee, Utah, Washington D.C, Washington State, West Virginia, Wisconsin, Wyoming.
- We require 24 hours notice to cancel any booking/detailing service.



BARBASTELLA DETAILING

- Failure to provide 24 hours advance notice of cancellation will result in a minimum charge of 25% of the service cost.
- Some issues may require services beyond those you ordered. Refusing the services recommended by customer service or your on-site technician may invalidate the service guarantee.
- Detailing appointments that cost \$199.99 or more require a 25% down payment deposit upon booking in order to maintain cancellation reductions.
- Barbastella detailing does not accept liability for discharged batteries during or after the service has been completed. Please inspect your vehicle after the service is rendered to assure all interior lights, headlights, or running lights have been turned off.
- A walkthrough of the vehicle will be standard procedure with the customer to ensure the cosmetic, mechanical, and electrical state of the vehicle is in proper working order. Or that any issues cosmetic, mechanical, or electrical are addressed and noted beforehand for proper guarantee of vehicle condition.
- We cannot guarantee any firm times when accepting your booking. Times of completion are only an estimate and each vehicle and the work needed to have the vehicle completed all vary.
- Barbastella detailing will send you SMS text messages to confirm your service request, send invoices of services upon completion of the detail, and to conduct a customer satisfaction survey after the job is completed. Depending on your mobile phone service, you may incur costs from these SMS text messages from your mobile phone service provider. Barbastella detailing is not responsible for any of these potential costs.
- We may ask you where you heard about Barbastella detailing in order to gauge our marketing strategies
- We may conduct customer satisfaction surveys
- When scheduling services with Barbastella detailing, you give us the right to post and use photos and videos of your vehicle before, during and after the service is performed on a variety of social media platforms. We will not identify our clients by name without their permission before-hand.
- Your vehicle will be subject to a \$75 per day storage fee after two free storage days before and after the service is provided.
- The Owner shall be responsible for ensuring that appropriate motor vehicle insurance coverage, including physical damage coverage, is in force and effect for the term of this



BARBASTELLA DETAILING

Contract and shall provide proof of such coverage. If the Owner does not maintain appropriate motor vehicle insurance coverage for the Vehicle for the duration of the term of this Contract, Barbastella detailing will in no event be liable to the Owner for damage to the Vehicle.

- Barbastella detailing shall not be liable for consequential, indirect, special, incidental or punitive damages under any circumstances.
- Barbastella detailing will not be liable for loss or damage occasioned by gradual deterioration of the Vehicle due to exposure to the elements, nor for loss or damage caused directly or indirectly by terrorist acts, invasion, insurrection, theft, grand theft auto, vandalism, riot, civil war, or by military or usurped power or by order of any government or governmental authority or any other circumstance beyond Barbastella detailing's control.
- Barbastella detailing shall not be responsible for the loss of or damage to the Vehicle, or injury to persons occurring in or about the Vehicle, by reason of use or operation of the Vehicle by the Owner or other persons not employed by Barbastella detailing or by reason of the acts, omissions or negligence of the Owner or other persons in and about the Vehicle.
- Barbastella detailing will not be liable for consequential, indirect, special, incidental or punitive damages caused by inclement weather which includes but is not limited to rain, hail, snow, lightning, fallen debris, droughts, floods, landslides, hurricanes, and tornadoes.
- We reserve the right to make changes to these Terms of Service at any time. We will not provide you with any notice when we make changes to this Terms of Service.



BARBASTELLA DETAILING

By signing below, you hereby agree to the “Terms & Conditions” document you’ve just read and agree to its listed policies, terms, disclaimers, fees, and potential risks. This is a legal document that notarizes and finds both parties (barbastella detailing & potential customer) bound by the responsibilities hence forth. If for any reason, these conditions cannot be met or agreed upon. The service or potential services provided cannot be met. These terms are for the liability and legal safety of Barbastella detailing and its owners.

Customer Name (print)

Customer Signature

Date