



MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is entered into as of _____ (“Effective Date”), by and between: **Dirty Bay Detailing, LLC**, a Texas limited liability company (“Company”), and **Member Name:** _____ (“Member”).

Vehicle License Plate: _____

1. MEMBERSHIP PROGRAM

1.1 **Services.** Company agrees to provide Member access to its car wash membership program (“Services”) at participating locations during normal operating hours.

1.2 **Tier & Benefits.** Member is enrolled in the following plan:

- ☐ Basic* – Sedan/Compact (\$120.00 per month, 4 washes)
- ☐ Basic* – Trucks/SUVs (\$150.00 per month, 4 washes)

- ☐ Premium** – Sedan/Compact (\$400.00 per month, 4 washes)
- ☐ Premium** – Trucks/SUVs (\$500.00 per month, 4 washes)

***Basic Services includes outside handwash, wheel wells and tires**

****Premium Services includes inside vacuum, outside handwash, wheel wells, tires, interior windows, interior surface clean**

1.3 **Usage Limits.** Unless otherwise stated, membership benefits are limited to **one (1) vehicle per membership identified by license plate** and are **non-transferable**. Any unused Services **do not carry over** to any subsequent month.

2. FEES AND PAYMENT

2.1 **Monthly Fee.** Member agrees to pay the fee stated above, per month, which will be billed in advance.

2.2 **Automatic Billing.** Member authorizes Company to automatically charge the payment method on file on a recurring monthly basis.

2.3 **Price Changes.** Company may modify pricing upon at least **30 days’ prior written or electronic notice**.



- 2.4 **Failed Payments.** Company may suspend or terminate Services for failed or declined payment and Member will be responsible for all applicable late or processing fees.

3. TERM AND TERMINATION

- 3.1 **Term.** This Agreement continues on a month-to-month basis until terminated.
- 3.2 **Member Cancellation.** Member may cancel anytime with **at least 30 days' prior written notice.**
- 3.3 **Company Termination.** Company may terminate or suspend membership immediately for:
- Breach of this Agreement,
 - Non-payment by Member, or insufficient funds
 - Misuse of Services, or
 - Safety or operational concerns.
- 3.4 **No Refunds.** Fees are non-refundable except as required by applicable law.

4. USE OF SERVICES

- 4.1 **Eligible Vehicles.** Only standard passenger vehicles are permitted unless otherwise approved in advance by Company.
- 4.2 **Compliance.** Member agrees to follow all posted rules, employee instructions, and safety requirements.
- 4.3 **Prohibited Use.** Member shall not:
- Use Services for commercial fleet purposes,
 - Account share or transfer membership, or
 - Use Services in a manner that could damage equipment or facilities.

5. RISK ALLOCATION AND LIMITATION OF LIABILITY

- 5.1 **Assumption of Risk.** Member acknowledges that car wash services carry inherent risks, including potential cosmetic damage, and assumes such risks.
- 5.2 **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.3 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF USE OR LOSS OF VALUE OF VEHICLE.



5.4 **Liability Cap.** COMPANY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY MEMBER IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

6. INDEMNIFICATION

Member shall indemnify, defend, and hold harmless Company and its employees and agents from and against all claims, damages, losses, and costs (including attorneys' fees) arising out of or related to Member's breach of this Agreement, Member's misuse of Services, or Member's negligence or willful misconduct. To the extent permitted by law, such indemnity shall apply even if claims are alleged to arise in part from Company's negligence, but not to the extent caused by Company's gross negligence or willful misconduct.

7. DAMAGE CLAIMS PROCESS

- 7.1 Company will take photos of the vehicle upon arrival. Any claim by Member for damages must be:
- Reported **before leaving the premises**, and
 - Documented by Company personnel.
- 7.2 Company is not responsible for any personal items left in the vehicle. Member agrees to remove any valuables prior to receiving Services.
- 7.3 Company shall not be responsible for damage attributable to pre-existing conditions or improper vehicle maintenance.
- 7.4 Failure to comply with this process **waives any claim** to the fullest extent permitted by law.
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8. INSURANCE

Member is solely responsible for maintaining any insurance coverage for their vehicle. Company does not provide insurance coverage for Member vehicles.

9. FORCE MAJEURE

Company shall not be liable for failure to perform due to events beyond its reasonable control, including weather, equipment failure, or governmental actions.

10. PRIVACY AND DATA

Company may collect and use personal information, including for billing, account management, and service delivery.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of law principles. Any disputes shall be resolved first through good faith negotiation, and if unresolved within 30 days, through litigation in Galveston County, Texas. TO THE EXTENT PERMITTED BY LAW, MEMBER WAIVES ANY RIGHT TO A JURY TRIAL.



12. GENERAL TERMS

- 12.1 **Independent Contractor.** No partnership or agency relationship is created.
- 12.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.
- 12.3 **Amendments.** This Agreement may only be amended by a signed writing executed by both parties.
- 12.4 **Severability.** Invalid provisions shall not affect the remainder.
- 12.5 **Assignment.** Member may not assign this Agreement without Company's consent.
- 12.6 **Electronic Copy.** The parties agree that signatures delivered by electronic means (including, without limitation, PDF, facsimile, or electronic signature platforms such as DocuSign or Adobe Sign) shall be deemed to be original signatures and shall have the same legal force and effect as manually executed original signatures.

13. ACKNOWLEDGMENT

By signing below, Member acknowledges that they have read, understood, and agree to be bound by this Agreement.

Member

Signature

Print Name

Title of Signatory

Date

Dirty Bay Detailing, LLC

Signature

Print Name

Title of Signatory

Date