

Terms and Conditions of Service

All customers are required to sign our terms and conditions agreement before service is provided. The following sets forth the terms and conditions under which Cloud 9 Detail, LLC will perform services on your vehicle:

- 1. **Booking of Appointment:** Upon booking your appointment with Cloud 9 Detail, LLC. you as the customer are agreeing to provide Cloud 9 Detail, LLC. with the right to perform the agreed upon detail service.
- 2. 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, watermarks or otherwise restore any surface, fabric, or condition on your Watercraft, Automotive or Recreational vehicle. All services listed in our marketing material are for reference only, and do necessarily represent a guarantee that the service was performed depending upon the condition of your vehicle or upon a special extenuating circumstance.
- 3. 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, cracked, chipped or scratched windows, loose interior trim or exterior moldings, chipped, scratched, or discoloration of exterior paint, exterior mirrors, trailer hitch caps, roof racks, power antennas, insignias, aftermarket accessories (bug shields, sun visors), magnetic signage, scratched or peeling decals, running boards, hood ornaments, or alloy, chrome or mag wheels, headlights, rear lamps, reflectors or drainage of battery. 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.

- 4. 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.
- Cancellation policy: By scheduling a detail with Cloud 9 Detail, LLC., you agree to our cancellation policy. We hold your specific appointment date and time and we turn down other work to hold your appointment. Our entire Cancellation Policy can be viewed online (www.Cloud9Detail.com/cancellation-policy/)
- 6. Right to refuse service: We understand life is busy and we may not all have time in the day to keep our vehicles clean, however, if you completely neglect the interior turning it into a garbage can, we reserve the right to refuse service or implement an Extra Dirty Fee. We will not detail any vehicle that has signs of bodily fluids or hazardous waste. We reserve the right to refuse service for any reason.
- 7. 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.
- 8. **Engine Damage Disclaimer:** Certain detailing services include cleaning of the engine compartment and components. Cloud 9 Detail, LLC. is not responsible for any damage resulting from this service, temporary or otherwise, that may as a result from water interfering with engine function.

- 9. Limit of Liability: Cloud 9 Detail, LLC's entire liability for providing services is limited to the invoice amount for the service we provide.
- 10. **Coupons, Discounts and Gift Certificates:** Cloud 9 Detail, LLC. will only honor coupons, discounts, and gift certificates that are presented prior to performing services.
- 11. Vehicle inspection: All of our detailing techs are required to do a pre-detail vehicle inspection with the customer before service is provided. During this inspection the customer is responsible for notifying our detailing techs of all damage. We will not be held liable for any pre-existing conditions that are not disclosed before the detail process starts. After the detail has been completed our detailing techs will do a complete walk-through with you of what was done, and go over any concerns they might have. At this time the detailing tech is there to help address any questions or concerns you might have. Upon satisfaction of your detail, the detailing tech will ask you to sign off on the detailing checklist stating work has been completed and you're satisfied with the end result.
- 12. **Collections:** If this account is sent to collections, you will be responsible for interest at the rate of 18% annually on any past due balance, plus court costs and reasonable attorneys' fees, with or without suit, incurred in collecting any past due balance, and a collection fee equal to 40% of the past due balance.
- Legal: You agree to not hold Cloud 9 Detail, LLC. liable for any damage caused by a pre-existing condition. You will be responsible for all of Cloud 9 Detail, LLCs court costs and reasonable attorneys' fees.
- 14. **Credit / Debit Transactions:** All transactions with Cloud 9 Detail, LLC. are done securely through Square, Inc.
- 15. **Privacy Policy:** Cloud 9 Detail, LLC. respects your privacy and works hard to safeguard the privacy of your personal and business information. We know in today's world keeping private information secure is a top priority. We want you to know that we give our

commitment to safeguarding your information. Cloud 9 Detail, LLC. does not share, disclose or sell any personal identifiable information (such as your name, address, telephone number or e-mail address) collected online at Cloud9Detail.com's website or through any credit/debit card transaction. Cloud 9 Detail, LLC uses the personally identifiable information we collect online principally to provide you with the service(s) you have inquired about and to let you know about other offerings, which may be of interest to you. Postal and e-mail address information, for example, enables communication about services offered and ordered.

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