## **TERMS & CONDITIONS**

### **The Doctor Mobile WasH LLC - TERMS & CONDITIONS**

When you schedule an appointment with The Doctor Mobile Wash LLC, it is your responsibility to read and understand the terms and conditions. Once an appointment has been made, you are bound under the terms and conditions herein.

### **BOOKING TERMS & CONDITIONS**

Customers should remove all personal belongings, money, and other significant items from their vehicle prior to service.

The Doctor Mobile Wash LLC will not accept any liability for any loss or damage to any personal property including the vehicle being serviced, any belongings contained inside of the vehicle or to the location of service. Make sure that your vehicle is being serviced in a lawful and safe area, and if you feel otherwise please communicate your concerns with the detailer.

We will perform the services selected by you, from our service menu with all reasonable skill and care. However, all vehicles are detailed at the customers own risk and must be able to withstand normal cleaning procedures and reasonable cleaning chemicals. Any damage claims as a result of normal, reasonable, or typical cleaning procedures will be limited to the cost of the service.

Our detailing times are an estimate only. Each vehicle is different, and may require more or less time to thoroughly complete the requested service. Each vehicle is also in a different condition. For this reason, please alert us if you're under a time constraint, and we will attempt to find a mutually beneficial resolution. However, we will not compromise the quality of our work by rushing.

We reserve the right to use any of our staff to detail your vehicle and may need to change the detailer at short notice without penalty.

Whilst every effort will be made to keep reoccurring bookings to the same day and time each week, sometimes it may be necessary to make changes, but we will clearly communicate the changes prior to arrival.

We reserve the right to take a debit or credit card information, to secure the booking.

We reserve the right to alter or move a booking due to staffing levels, weather conditions, equipment availability or equipment failure.

We reserve the right to refuse any booking or to discontinue a service that is in progress if a customer is deemed to be unreasonable, disrespectful or dangerous to our staff.

We want to get to every customer on time. For this reason, we reserve the right to refuse or deny any customer demands that are above and beyond the scope of the service that they booked.

We will not tolerate any verbal or physical abuse towards any of our staff under any circumstance.

### **PRICING AND PAYMENT TERMS & CONDITIONS**

You are required to make the payment for your service when you return to pick up your vehicle. The ONLY exceptions are online payments and customers who receive invoices.

The Doctor Mobile Wash LLC reserves the right to charge an hourly rate of $75 (or proportion thereof) for any work that is beyond the scope of the booking.

Because of the additional cost of personal protective equipment (PPE), a minimum 35% surcharge will be applied to all jobs that involve excessive urine, vomit, blood, feces, or other hazardous materials. We will clearly explain this before servicing your vehicle or reject the vehicle.

Our prices are based on the estimated duration of service, amount of labor, difficultly of service, location, type of vehicle, and condition of the vehicle.

We reserve the right to charge each vehicle according to its condition, the type of vehicle and the customer location.

We reserve the right to amend any price during the service, should it differ from the original estimate. We will clearly communicate this to you.

Invoices are due in full by the agreed deadline. Any invoice or scheduled payment over 10 days past due will be subject to a late fee of $30.00 per month.

We reserve the right to suspend service when payments become more than 15 days past due. We reserve the right to change pricing without prior notice.

### **COMMUNICATIONS**

Although email is the primary mode of communication, The Doctor Mobile Wash LLC may also send you SMS text messages to confirm your service request, provide information about the detailer matched to your job, 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. We are not responsible for any of those potential costs.

Customer service is a priority. To ensure that we fulfill your service request in a timely manner, we may provide your service request to any detailer within our network or out of our network.

When your service request is matched to a provider, your name, phone number, service address and vehicle information will be shared with that service provider.

We may call you directly to schedule your service or conduct a customer satisfaction survey. In the event of a canceled request, we may call you to inquire about your reasons for canceling. All inbound and outbound customer service calls may be recorded for quality assurance.

### **OUR SERVICE TERMS & CONDITIONS**

We may ask you where you heard about The Doctor Mobile Wash LLC in order to gauge our marketing strategies.

We may conduct customer satisfaction surveys.

We must have permission to hold a debit or credit card to secure a reoccurring booking and we will charge the card after each visit.

We reserve the right to charge a debit or credit card the full amount should the vehicles(s) not be available for cleaning and the booking has not been canceled in advance (see cancellation policy).

Failure to be present at the time and location of the ordered service will result in the full value of the service being charged.

We do not accept liability for discharged batteries or emptied fuel tanks during or after the service. Please inspect your vehicle before and after the service is rendered to assure all interior lights, headlights, or running lights have been turned off. However, we will make every reasonable attempt to limit the consumption of gas or electricity. The Doctor Mobile Wash LLC does not relocate vehicles and is not responsible for lost keys or FOBs.

### **SERVICE GUARANTEE**

We will always allow the customer to inspect our work before we leave, and we will also take pictures as proof of completion. If the customer is unavailable to perform an inspection, and it is obvious that the detailer did not fulfill the package as ordered, or there is clear evidence of poor quality, we will redo the uncompleted or unsatisfactory portion of the service, for no extra charge.

Any claims must be filed within 24 hours of the completion of the service by email. houstonranger27@gmail.com

Pictures of the area must be emailed within 24 hours of the claim being made.

### **PREEXISTING DAMAGES**

Sometimes it can be difficult to find all the preexisting damage during the initial vehicle inspection. Some vehicles, tend to have interior components that are broken, scratched, worn out, faded, don’t work or become loose, and cracked without the owner’s knowledge. For this reason the detailer will walk around the vehicle before the service, take pictures and notes of imperfections, and share them with you, if necessary. We strongly suggest that you alert us of any preexisting damage before the service. Although we are not responsible for it, we will exercise caution in those areas. Your vehicle must be able to withstand reasonable cleaning procedures.

If the detailer finds any damage or imperfection that could potentially be made worse by detailing the vehicle, you must make a decision to continue or to cancel the service. This type of cancellation will not be penalized.

By knowingly proceeding with the service after the discovery of damage or imperfections, you must also agree not to hold The Doctor Mobile Wash LLC responsible for any preexisting damages to your car.

### **GIFT CERTIFICATES**

For payer verification purposes, Gift Certificates/Cards have a 48 hour holding period before they can be redeemed for services.

Gift Certificates/Cards can only be used once per vehicle, per service.

Gift Certificates/Cards can not be combined or redeemed with any other additional discounts, coupons, or promotions.

The final price for services rendered may exceed the value of this gift certificate.

Additional charges may apply to the redeemer if they choose a package that exceeds the cash value of their gift certificate/card.

Additional surcharges for excessive pet hair, biological waste, other hazardous materials, larger vehicles, excessive damage, or other issues may apply.

Gift certificates/cards reflect a cash value. Prices for services may adjust due to seasonality, location, inflation, or demand.

Any balances for services ordered are due at time of service and do not include additional services, tax, or gratuity.

Gift certificates/ cards are non-refundable, except where prohibited by law. Must be redeemed for services rendered.

## **LIMITATION OF LIABILITY**

### **DISCLAIMER**

The Doctor Mobile Wash LLC provides services on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law. The Doctor Mobile Wash LLC makes no representations or warranties of any kind, express or implied, regarding the use or the results of this website in terms of its correctness, accuracy, reliability, or otherwise. The Doctor Mobile Wash LLC shall have no liability for any interruptions during your use of this website. The Doctor Mobile Wash LLC disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

### **INDEMNITY**

You agree to indemnify, defend and hold The Doctor Mobile Wash LLC harmless from and against any and all third party claims, liabilities, damages, losses or expenses (including reasonable attorney’s fees and costs) arising out of, based on or in connection with your actions.

### **APPLICABLE LAWS**

The Terms & Conditions of service are governed by the laws enforced in the United States, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of United States, and courts of appeal from them for determining any dispute concerning the Terms & Conditions of service.

### **LIMITS OF LIABILITY**

If you have any questions regarding the Terms & Conditions of service, please contact The Doctor Mobile Wash LLC by email. (houstonranger27@gmail.com)

Insurance of your vehicle is at all times your responsibility.

Any complaints about our work cannot be considered unless reported prior to the departure of the detailer.

You will be liable to us for any death, injury or damage suffered by us or our staff attributable to any defect in your vehicle or any harmful contents.

It should be noted that polish and other cleaning products can be slippery and extreme caution should be exercised when collecting your vehicle.

We accept no liability whatsoever for loss or damage caused as a consequence of failing to heed this warning.

Old or non original paintwork can be damaged in the cleaning process. All such defects shall be indicated to our staff prior to commencement of the cleaning process.

Child seats and booster seats must be refitted by you. We will not be able to refit seats under **ANY** circumstances.

You confirm that you have a spare set of keys for the vehicle and that we shall not be liable for loss or damage caused to you or the vehicle by our losing the keys or locking them in the vehicle.

Older cars may have weaker materials. The service is at your risk, in respect to vehicles over 3 years old. Your car must be able to withstand reasonable cleaning procedures.

The Doctor Mobile Wash LLC will take all reasonable steps to ensure that its servants or agents shall take reasonable care of the vehicle whilst in its custody.

We are not responsible for any damage to any other property, arising from, or in connection with the our custody of the vehicle.

The servants or agents of The Doctor Mobile Wash LLC have no authority to accept any valuables or other articles for safe custody and The Doctor Mobile Wash LLC will not be liable for any loss of or damage to any such articles which a customer purports to leave in the safe custody or keeping of The Doctor Mobile Wash LLC, its servants or agents.

In addition, The Doctor Mobile Wash LLC accepts no responsibility or liability for any damage, however caused, resulting from or in connection with the seizure of the vehicle by the police or any person lawfully authorized to do so.

We will ONLY assume liability to the extent it is proven to arise, as a result of negligence, a criminal act or breach of statutory duty on the part of The Doctor Mobile Wash LLC or its servants or agents.

### **MONTHLY MEMBERSHIP TERMS & CONDITIONS:**

Purchase of any of our available subscriptions constitutes acceptance of the following terms and conditions:

This is a no-contract program that charges a set monthly fee, over the course of a calendar month.

It only applies to the registered vehicle and cannot be combined with any other programs or discounts.

Subscribers are automatically charged each month, on a set date, to your credit/debit card for the services selected plus all applicable state and local taxes.

If you cancel your membership it is still valid until the end of calendar month of activation.

To avoid confusion, our subscriptions will always be activated on the first day of the month, following your sign up. (Example, if you sign up on May 9th, your subscription will be activated on June 1st and be valid until June 30th)

You must send an email to houstonranger27@gmail.com to cancel a subscription account, otherwise monthly payment will be deducted automatically.

No credits or refunds will be given for partial months. You're subscription will be valid for the whole month.

The subscription payment is dependent on the vehicle, and for that reason, is only valid for the vehicle that it is associated with.

We can ONLY accept valid credit/debit cards for the subscription.

The Doctor Mobile Wash LLC reserves the right to cancel, amend, or change this program anytime and also reserves the right to suspend subscription privileges.

We strongly recommend that all subscribers continue to receive our emails because they may contain important information about your subscription. However, if you do not wish to receive these emails, you may unsubscribe using the link at the bottom of any marketing email we send. Your information is considered private and The Doctor Mobile Wash LLC will never sell your information to third parties.

### **VEHICLE SIZE**

Our determination of the size category of your vehicle, with regard to our price list shall be final and binding.

### **PRIVACY**

Any payment or booking information provided to us, will only be used by us and will not be distributed or given to any other organization. The only exception would be if a client voluntarily chooses to pay through a third party, like Square or PayPal. In those cases, those companies will obviously have access to your payment information.

## **EXPLANATION OF TERMS AND PHRASES**

### **SERVICE OR THE SERVICE**

The vehicle detail service selected by you, from those offered by us only.

### **DETAILING, DETAIL, CLEAN, CLEANING**

The vehicle cleaning & washing services selected by you, from those offered by us.

### **WE, US, OUR, THE COMPANY, THE PROVIDER, THE BUSINESS, THE SERVICE PROVIDER, The Doctor, The Doctor Mobile Wash LLC**

The Company or representative of the entity, operating under agreement from The Doctor Mobile Wash LLC

### **YOU, YOUR, THE CUSTOMER, THE CLIENT**

The customer, we make the agreement with, including any persons we reasonably believe is acting with the customer’s authority or knowledge.