

CLIENT HEREBY AGREES TO THE FOLLOWING TERMS FOR EACH SERVICE RENDERED:

1. Client understands and agrees that Advantage Detailing cannot guarantee the removal of all contaminants or defects, including, but not limited to upholstery stains, oil stains, chipped or loose paint, etc.
2. Client understands that while Advantage Detailing will make every effort to protect serviced property from damage, they may use high pressure water, chemicals, and/or other items that can be destructive to property, plant life, animals, and humans.
3. Advantage Detailing cannot perform services on a street or public thoroughways. Services must be performed at our shop, or in a driveway, garage or parking lot with the premises owner's permission.
4. Client releases Advantage Detailing from any liability for any loss or damage to vehicle, visible or otherwise, that occurred before, during, or after services are performed.
5. Client understands that services rendered such as pressure washing, chemical spot cleaning, etc, may reveal imperfections in surfaces that were not visible prior to cleaning, heavy build ups of mold and dirt may be hiding other problems such as cracks, oil or rust stains, wood rot, flaking or missing paint, etc. In some circumstances the removal of a stain may not be possible or practical, and replacement of surface or repainting may be necessary.
6. Client understands that the presence/combination of water and high pressure associated with pressure washing present certain risks which can lead to permanent damage(s) to the structure being cleaned as well as other personal property in, under, on, or around the general area of the structure being cleaned.
7. Client acknowledges and understands that Advantage Detailing has every right to decline or reschedule a service.
8. Client agrees that they are the legal and/or registered owner of property serviced, or have full permission from the owner to have services performed on said possession.
9. Client agrees that Advantage Detailing shall not be held responsible for any personal belongings left in vehicles or on property.
10. Client agrees to that it is their responsibility to keep themselves, pets and children away from dangerous work being performed.
11. Client understands and assumes these risks and waives and releases Advantage Detailing from, and against, any and all claims.
12. INDEMNIFICATION: CLIENT AGREES TO AND SHALL FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND ADVANTAGE DETAILING, ITS OWNERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COSTS) ETC, ARISING OUT OF OR IN CONNECTION TO SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED IN PART OR IN WHOLE BY THE NEGLIGENCE OF ADVANTAGE DETAILING, ITS OWNERS, AGENTS OR EMPLOYEES, OR FORCE MAJURE.

13. If any section of this agreement is deemed unenforceable by a court of competent jurisdiction, all other sections of this agreement remain in full force and effect.

**WRAP + PPF AND WINDOW TINT DISCLAIMER:**

This Agreement for Services by and between The Customer ("Client" or "Customer"), and Advantage Detailing is made effective the day deposit is made by Client for service. The Customer agrees to the conditions of this agreement by processing payment information to Advantage Detailing on any medium of payment accepted by Advantage Detailing.

1. DESCRIPTION OF SERVICES. The vinyl manufacturer chosen by the Client will be a product that is approved by Advantage Detailing to utilize. It is the responsibility of The Customer to research product information, warranties, etc. All areas of the vehicle(s) and/or product(s) that will be wrapped will be noted in the service agreement.

A full inspection will take place prior to service. Any findings will be noted on an Inspection Form outside of this agreement. The Customer agrees to provide a vehicle that has sound paint and is free from defects. If vehicle(s) and/or product(s) are not provided in this condition and the material fails or if the paint comes off when it's time to remove the wrap, Advantage Detailing is not liable. The inspection form will be signed by both a representative of Advantage Detailing and the Client. Refusal to sign the inspection form from either party voids this agreement.

The vehicle(s) and or product(s) will be washed completely and free of road grime, tars, rust, etc. and completely dry to ensure adhesion of graphics, at least a day before installation. For older truck or trailer bodies that have chalking paint, check with a maintenance provider to have the chalking removed by the best-recommended method. Unless otherwise specified, Advantage Detailing will remove any existing graphics and all adhesive residues. The Customer understands that the residue from old graphics, if left on, will affect the performance of new graphics going over them. The customer agrees to not have vehicle(s) and or product(s) waxed before or after washing.

Service completion can take up to two weeks upon signing of this Agreement. Advantage Detailing cannot be responsible for any downtime of the vehicle due to unavoidable delays of installation and any loss of revenue that the vehicle may incur while not being on the road for the buyer.

2. PAYMENT. Payment shall be made to Advantage Detailing and the Client agrees to pay Advantage Detailing as follows:

100% of service total before service work begins unless otherwise specified.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at \$25 every 7 days (starting on day of Service completion).

The Customer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Customer fails to pay for the Services when due, Advantage Detailing has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

Vinyl material is non-returnable. Once payment from the Client is received and materials are ordered, costs of material(s) and services rendered are non-refundable.

3. TERM. This agreement will terminate automatically 10 years after service completion by Advantage Detailing of the Services required by this Agreement.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Advantage Detailing in connection with the Services will be the exclusive property of Advantage Detailing. Upon request, the Customer will execute all documents necessary to confirm or perfect the exclusive ownership of Advantage Detailing to the Work Product. This creative design is the property of Advantage Detailing and cannot be used, reproduced or distributed in any way without their express permission.

5. DESIGN CONDITIONS. Any designs (outsourced or in-house), whether created and/or applied to vehicle or product of Client is non-refundable unless the terms of the 1 Year In-House Warranty and/or 5 Year Manufacturer Warranty are deemed applicable for the Client to submit a Warranty Claim. Factors such as visual dissatisfaction, claims of improper color matching, etc. that are representative of the Client's intended vision are not grounds for refund unless otherwise specified in writing by Peter Allen, CEO of Advantage Detailing. Advantage Detailing and its employees, with the best of its ability, will service the Client's vehicle as accurately to the intended vision agreed upon prior to service.

6. CONFIDENTIALITY. Advantage Detailing, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Advantage Detailing, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Customer. Advantage Detailing and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement. Any oral or written waiver by the Customer of these confidentiality obligations which allows Advantage Detailing to disclose the customer's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

7. WARRANTY. Advantage Detailing shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet and exceed generally acceptable standards in Advantage Detailing's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Advantage Detailing on similar projects.

In-House Warranty – Any issues from a completed service that result due to the services rendered by Advantage Detailing and their application process such as unnatural peeling or bubbling, substandard (compared to industry standard) application, etc., Advantage Detailing agrees to remedy to the best of their ability, on a case-to-case basis.

Manufacturer Warranty – Terms vary based on manufacturer chosen either by Client and/or Advantage Detailing, and it is recommended the Client refer to Manufacturer for information about the Warranty and it's coverage. Client understands that it is out of Advantage Detailing control for any defects or discrepancies with the material chosen and Advantage Detailing cannot be held liable for any quality

issues, even in the instance that Advantage Detailing recommended the chosen Manufacturer. Upon payment of the invoice, through any medium of payment, and/or signing the Inspection Form prior to service, the client entrusts Advantage Detailing to match the requested needs. Manufacturer Warranty covers only the material cost and Client agrees that in the instance of a Manufacturer Warranty Claim, payment will need to be rendered from Client for all external expenses in correlation with the claim (i.e. Labor, Shipping, etc.).

8. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

9. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

10. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Agreement may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Delaware.

15. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

#### WINDOW TINTING LEGAL DISCLAIMER

All window tinting is done at end user's discretion. Advantage Detailing recommends tinting to the legal limit of 35% VLT for all passenger vehicles for everyday use. It is up to customer(s) to obey all state window tint laws. Anything beyond legal limit, will be installed for prescription or medical use, out of state use, off road use only or for show car purposes. Advantage Detailing only applies film ranging from 75%, 70%, 50%, 40%, 30%, 20% or 5% darkest possible for the purpose of off road use only.

Any warranty work must be approved by Advantage Detailing and we do not warranty the film from any scratching, nicks, or cuts due to normal wear and tear. Broken or replaced glass is not covered under warranty. Please Be aware that there may be minor dust and or dirt particles in some applications. This is unavoidable. The window film(s) must be intact for any warranty issues. Do not remove window film(s) or the warranty is void. Only state compliant window films are covered under the lifetime warranty. Noncompliant films will not be covered under warranty due to window film manufacturer's policies and procedures.

Advantage Detailing is not responsible for any traffic tickets or citations associated with noncompliant window film(s). Although we do install 50% VLT on passenger vehicles, many of the vehicle windows contain some level of tint from the manufacturer, thus resulting in a lower VLT which could be below the limit.

#### GRAPHIC DESIGN LEGAL DISCLAIMER

All sales are final as design services are outsourced to a graphic designer of Advantage Detailing choosing. Design charges are based solely on labor and no refunds are offered. Services rendered include design, proofs, and print/cut ready files. Please reply to all proofs via email, with any changes in list format for easy translation. Please allow 7-10 business days for 1st proof. Stock photography, copywriter artwork, and templates are NOT included, and if used, may require additional cost. Non refundable 100% deposit required to begin artwork. By making a payment on any invoice related to Graphic Design services, you thereby agree to all terms.

#### PERSONAL PROPERTY AND VEHICLE STORAGE RELEASE OF LIABILITY

It is recommended that the owner of the vehicle store or take with them any personal property while vehicle is left at Advantage Detailing location. To the best of their abilities, Advantage Detailing and it's employees will secure the vehicle and its possessions, but the Client releases all liability towards Advantage Detailing for any property, including the vehicle itself, that is damaged or stolen during the time the vehicle is in possession of Advantage Detailing. Personal property left in or around the Client's vehicle during the period the vehicle is at Advantage Detailing shop, or stored on the premises outside of the shop, is the responsibility of its owner. This would include, but not be limited to, electronics, monies, apparel, equipment, confidentially sensitive items, etc.

#### MEDIA RELEASE

The Client agrees to allow Advantage Detailing to use whichever medium necessary to publicize the services provided to the Client and publish on any marketing platform deemed acceptable and non-threatening to the well being of the Client. Any confidentiality of the service being provided needs to be relayed to Advantage Detailing prior to the beginning of services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date that payment from the Customer was received by Advantage Detailing for the service requested.