# Service Agreement
# Golden Glove Auto Detailing

**Introduction:** This Service Agreement is entered into by and between the service provider, Golden Glove Auto Detailing ("GGAD") and the individual, group, or an authorized representative ("Client") to whose vehicle the services are rendered. By booking a service or providing vehicle access to GGAD, the Client agrees to be bound by the terms and conditions set forth herein.

**Areas of Service:** Juneau, AK and all neighborhoods and regions therein (Mendenhall Valley, Downtown Juneau, West Juneau, Douglas Island, Auke Bay, and any other areas of service accepted by Golden Glove Auto Detailing)

**Golden Glove Auto Detailing (or GGAD)** may refer to the business, business owner, and/or any employee(s)/technician(s).

**The Client** refers to the individual who selects, orders, schedules, and pays for the service booking or an authorized party or representative of said individual.

**The Service Agreement** refers to the entire Service Agreement as it appears on the website, goldenglovedetail.com, as well as the Service Agreement Summary.

**The Service Agreement Summary** refers to this entire document entitled "Business Service Agreement Summary: Core Terms & Policies". The Service Agreement Summary is made readily available for download and review on the website, goldenglovedetail.com.

**Commitment to Sustainability:** GGAD is committed to the use of products, equipment, and practices that are sustainable and have low-to-zero impact on the local environment. Such practices include, but are not limited to, the use of environmentally-safe and biodegradable cleaning solutions, water retainment mats to prevent runoff, all-electric equipment, and reusable products such as towels.

1. **Scope of Work**
    a. Golden Glove Auto Detailing (GGAD) provides 3 core services:
        **i.** Interior detailing (Removal of all visible debris from and potential steaming of carpets, center console, dashboard, seats, headliner (not to be cleaned with the steamer), interior and exterior of windshield and glass, glove compartment, floor mats, and all interior surfaces, as well as extraction of carpets when deemed necessary by GGAD technicians. Equipment used: vacuum, brushes, air blower, cleaning chemicals, towels, carpet extractor, steamer Note of potential battery removal included in Service Agreement).
        **ii.** Exterior detailing (soap-foaming, rinse-washing, wiping, and brushing of the exterior paint, door jambs, interior and exterior glass surfaces, wheels and

tires, wheel wells, as well as ceramic coating of black plastic trim only. Equipment used: Pressure washer, foam cannon, brushes, 5 gallon bucket, towels, cleaning chemicals, trim ceramic coating…) and,

**iii.** Interior & Exterior detailing (Interior services and Exterior services).

Services are priced according to vehicle size (small, medium, large). The vehicle size category is determined as follows:

**i.** Small vehicles include compact vehicles, 4-door sedans or hatchbacks, 2-door coupes, and 2-door trucks with truck beds no longer than 5'8" in length.

**ii.** Medium vehicles include SUVs with no more than 2 rows of seating (5 total seats maximum), station wagons, and 2-door trucks with a truck bed exceeding 5'8" in length.

**iii.** Large vehicles include SUVs with more than 2 rows of seating, vans (vehicles designed and outfitted to transport goods or 8-15 passengers), and trucks with 4-doors with a truck bed exceeding 5'8" in length.

**iv.** Any vehicles that do not immediately or reasonably fall into any of these categories, including but not limited to: lifted trucks, extended wheelbases, or modified interiors, may be categorized by GGAD during the pre-service inspection (see Section 8 "Client Responsibilities" point c), with written approval from the Client to a GGAD technician sent via text message or email. Any price adjustments made as a result of this recategorization of vehicle size must be approved by the Client before service begins.

b. GGAD provides various add-on and one-off services that may be chosen and selected by the Client for an additional charge on top of their core service package, or by itself as a single service under certain conditions (some services only applicable and able to be selected if an exterior detailing service is selected and completed, such as Clay Bar Treatment and Paint Weather Protection add-on services). These services include:

**i. Paint Weather Protection** (only included with exterior or interior & exterior services. Client's vehicle sprayed with an SiO2 sealant spray and rinsed off. Add-on service performed after exterior detailing has been completed. Equipment used: SiO2 sealant spray, pressure washer),

**ii. Pet Hair Removal** (Excessive pet hair ("Excessive" amount determined by GGAD at own discretion, to be communicated with and approved by the Client if not selected during initial booking). Equipment used: hair removal brush),

**iii. Headlight Restoration** (Sanding, cleaning, polishing, and protecting of headlights. Equipment used: towels, sandpaper of various levels of grit, ceramic coating wipes, automotive masking tape, polish and polishing tool, cleaning chemicals),

**iv. Engine Bay Detailing** (Removal of dirt, dust, grime, and spilled oil and such from the engine bay. Protection of plastic and rubber components. Wire brush polishing of metal surfaces affected by grime, oil, and dirt… as needed. Equipment used: Brushes, cleaning chemicals, pressure washer, foam cannon,

metal brush polishing tool, air blower tool, protectant spray. Note of potential damage to engine included in Service Agreement. Note of potential battery removal included in Service Agreement),

**v. Ozone Odor Removal** (use of ozone generating machine to remove odors from the vehicle. Equipment used: vehicle-compatible ozone generating machine), and,

**vi. Clay Bar Treatment** (decontamination of vehicle's exterior paint and exterior glass, additional cleaning of exterior glass if not already completed through a different service (e.g. exterior detailing service) Equipment used: Synthetic clay towel, lubricants and contaminant-removing chemicals, pressure washer, towels).

c. Any additional services requested by the Client not covered by the "Scope of Work" as outlined above may be included at an additional cost to the Client or may be rejected by GGAD at our own discretion. Such services not covered by the "Scope of Work" include, but are not limited to, machine polishing, paint correction, application of ceramic coating, body damage repair, welding, glass damage repair, mechanical maintenance or repair of the engine, and/or rust remediation.

d. GGAD may add to or remove from our list of offered services core, add-on, and/or one-off services such as those listed above at any time.

e. GGAD reserves the right to alter the pricing of any services or add-ons at any time. However, once a service has been paid in full by the Client and the booking is confirmed, the price for that specific appointment is locked and will not be subject to further increases by GGAD, excluding any fees incurred (see Section 3 "Hazardous Conditions Surcharge" and Section 4 "No-Show, Cancellation, and Rescheduling Policies"). Quotes provided by GGAD are valid for **24 hours** from the time of issuance. In the event a price update occurs during the Client's active booking process, GGAD honors the lower of the two rates upon written request to gglovedetail@gmail.com.

f. GGAD may choose to decline services requested by the Client that were at one time but are no longer offered by GGAD (see Section 6 "Right to Decline Service" point b).

g. A service is deemed 'complete' when all tasks associated with the selected package, as outlined in the Scope of Work, have been performed.

h. Upon completion, GGAD will conduct a final walk-around inspection with the Client (or provide digital photos if the Client is not present). The Client's act of personally inspecting the vehicle to a degree determined by the Client, without GGAD technicians present, and accepting the keys, constitutes **'Final**

**Acceptance.'** These acts confirm that the Client has had reasonable opportunity provided to inspect the work and be satisfied with the results. Once Final Acceptance is granted, the service is officially complete and the full payment is non-refundable (see Section 8 “Client Responsibilities” point d).

i. If the Client identifies any areas that do not meet the standards outlined in the 'Scope of Work,' GGAD will address these concerns immediately on-site, provided they are within the reasonable scope of the booked service. GGAD reserves the right to assess the vehicle before determining if a re-service is warranted.

## 2. Payment Terms

a. Full payment of services must be made and processed successfully at the time of booking before the service appointment begins. Payments for services of ‘small’ vehicles (see Section 1 “Scope of Work” point a) include **$165** for Interior detailing, **$125** for Exterior detailing, and **$255** for Interior and Exterior detailing. Payments for services of ‘medium’ vehicles include **$180** for Interior detailing, **$145** for Exterior detailing, and **$280** for Interior and Exterior detailing. Payments for services of ‘large’ vehicles include **$205** for Interior detailing, **$160** for Exterior detailing, and **$315** for Interior and Exterior detailing. Payments for add-on or one-off services (see Section 1 “Scope of Work” point b) include **$30** for Paint Weather Protection, **$50** for Pet Hair Removal, **$50** for Headlight Restoration, **$75** for Engine Bay Detailing, **$75** for Ozone Odor Removal, and **$75** for Clay Bar Treatment.

b. Any additional payments (such as those for additional services as outlined in Section 1 requested by the Client and accepted by GGAD **after** completion and confirmation of booking, service tips, and/or fees and hazardous conditions communicated by the Client or discovered by GGAD during initial, pre-service inspection) must be made to an authorized GGAD employee through the Stripe payment processing service directly to the business’ account connected with Stripe at the time of agreement of requested services **before** work is to begin on those requested, additional services.

c. GGAD may choose not to begin work on booked services until all payments have been processed and completed.

d. Additional charges and fees may be charged off of the Client’s provided payment information by GGAD, who is authorized to do so after the triggering of certain conditions (see Section 3 “Hazardous Conditions Surcharge” and Section 4 “No-Show, Cancellation, and Rescheduling Policies”). GGAD will put forth every effort to contact the Client prior to incurring any fees or additional charges to the

payment method provided in order to discuss the nature of the conditions triggering any fees or additional payments.

e. By signing the Service Agreement, the Client authorizes GGAD to keep any provided payment method(s) on file to be charged at a later date if and when conditions are met to trigger such a charge (see Section 3 “Hazardous Conditions Surcharge”).

f. The Client agrees that any fees incurred are non-refundable (see Section 3 "Hazardous Conditions Surcharge” and Section 4 “No-Show, Cancellation, and Rescheduling Policies”).

g. In the event that a payment method provided by the Client is declined, GGAD will notify the Client immediately. The Client agrees to provide an alternative, valid payment method within twenty-four (24) hours.

h. Payments not processed within 48 hours of service completion are subject to a one-time $25 administrative late fee Thereafter, any unpaid balance will accrue interest at a rate of 0.875% per month (10.5% APR), or the maximum rate permitted by Alaska Statute 45.45.010, whichever is lower. The Client shall be responsible for all costs of collection, including reasonable attorney’s fees and court costs as permitted by Alaska Rule of Civil Procedure 82.

i. In the event that a refund is issued due to a cancellation or service termination (see Section 6 “Right to Decline Service”), minus any applicable fees, GGAD will process the refund to the original payment method provided within **ten (10) business days**, using commercially reasonable efforts. The Client acknowledges that the actual receipt of funds is subject to the processing times of their respective financial institution.

j. If the Client has not received the processed refund within the 10-business-day period, the Client agrees to notify GGAD in writing. GGAD shall have an additional **five (5) business days** to investigate and resolve any technical or banking delays before the Client pursues further action.

k. The Client acknowledges that initiating a chargeback for services **successfully rendered and accepted** (see Section 1 “Scope of Work” point h) constitutes a breach of this Service Agreement. In the event of an **unjustified** chargeback, GGAD reserves the right to pursue the outstanding debt through a third-party collection agency or the Alaska Small Claims Court. The Client acknowledges that a credit card chargeback is a dispute process provided by their financial institution and does not extinguish the underlying debt for services rendered

l. The Client agrees to be responsible for all costs incurred by GGAD in the collection of any unpaid balances, including but not limited to: third-party collection agency fees, court filing costs, and reasonable attorney's fees.

**3. <u>Hazardous Conditions Surcharge</u>**

a. A mandatory, non-refundable, surcharge or fee in the amount of $100 is to be included in due payments of the Client as an additional payment (see Section 2 "Payment Terms" point b) if any biohazards, hazardous materials, and/or conditions (including but not limited to blood, potentially infectious material, needles, mold, feces, urine, radioactive material, and/or inclement weather) are discovered by GGAD during initial pre-service inspection or if disclosed by the Client prior to work beginning on booked services in the form of the initial pre-service inspection (see Section 8 "Client Responsibilities" point c).

b. Hazardous or Inclement Weather is defined as any condition where the health and safety of GGAD technicians or the Client are at risk, or where damage to GGAD equipment and vehicles or Client vehicles may occur. This includes, but is not limited to: lightning, gale-force winds, hail, extreme snowfall, temperatures at or below freezing (32°F) that impede equipment or chemical efficacy, extreme icing, or the inability to safely access the scheduled location due to road or site conditions.

i. **Proceeding in Weather:** If GGAD and the Client mutually agree to proceed with the service despite the inclement weather, the non-refundable $100 hazardous conditions fee will be incurred to account for increased labor and safety, and then work will begin.

ii. **Pre-Arrival Cancellation:** If GGAD chooses to cancel the service due to weather prior to arriving at the scheduled location, a refund in the amount paid will be issued to the Client.

iii. **On-Site Cancellation/Termination:** If, upon or after arrival, conditions are deemed too hazardous to begin or continue work (according to the parameters listed above), the service will be terminated immediately. A refund in the amount paid will be issued to the Client, with a non-refundable $50 mobilization fee deducted from the refunded amount. The Client may choose to reschedule the service under these conditions at no additional cost or fee.

c. GGAD reserves the full right to decline service of the vehicle in or by which the hazardous conditions are located and will not incur the non-refundable hazardous condition $100 surcharge if GGAD declines to perform the booked services, but may incur the non-refundable $50 mobilization fee (see Section 6 "Right to Decline Service" point b).

d. What constitutes a biohazard or hazardous material/condition is at the full discretion of GGAD at any time before completion of vehicle service (see Section 1 “Scope of Work” point h) and may include inclement weather conditions.

e. GGAD will make every reasonable effort to contact the Client to discuss hazardous conditions discovered on-site. If the Client cannot be reached within 60 minutes of discovery of the hazardous conditions, GGAD reserves the right to terminate the service to ensure technician safety (see Section 6 “Right to Decline Service” point b). In this event, the service will be cancelled and a refund issued minus the non-refundable $50 mobilization fee. GGAD will not perform cleaning of hazardous materials without prior Client authorization of the non-refundable $100 surcharge.

f. The Client reserves the full right to decline paying the non-refundable hazardous condition $100 surcharge on the **sole conditions** that GGAD immediately ceases all servicing work on the Client’s booked vehicle and that the Client pays, in full, the amount due for services already completed by GGAD prior to ceasing of continued services due to hazardous conditions. This amount to be paid for already completed work shall be determined by the standard pro-rata rate of the booked service (e.g., if the interior service of the vehicle is complete, the full rate for an Interior detail applies), but shall not exceed the full amount paid by the Client, and will be deducted from the refunded amount for the incomplete service (Quantum Meruit).

**4. No-Show, Cancellation, and Rescheduling Policies**

a. Cancellations of service must be communicated with GGAD by the Client with a minimum of 24 hours of notice prior to the scheduled start time for the services.

b. Any cancellations or rescheduling of services with less than 24 hours of notice will result in a non-refundable $50 late cancellation/rescheduling surcharge.

c. If the Client arrives at the scheduled location later than 20 minutes after the scheduled start time, or does not arrive at all, a non-refundable $50 no-show/late-arrival surcharge will be incurred.

d. If GGAD arrives at the scheduled location later than 20 minutes after the scheduled start time, GGAD will still perform the booked service and apply a 10% discount to the Client’s paid amount in the form of a refund equal to that amount, or will allow the Client to reschedule the service at no additional cost or fee.

e. Additional services requested by the Client and accepted by GGAD after the services included in the initial booking have been completed may be cancelled by the Client at no charge unless work has already begun on said services, such as when use of necessary equipment to complete the service commences, which will incur a non-refundable $50

mobilization fee (see Section 6 “Right to Decline Service” point b and Section 3 “Hazardous Conditions Surcharge” point f).

f. A cancellation of services initiated by GGAD will result in a refund to the Client in the amount paid for the booked services, with the exception of the non-refundable $50 mobilization fee, if GGAD has arrived at the work site, which will be deducted from the refunded amount (see Section 6 “Right to Decline Service” point b).

g. A cancellation of services initiated by the Client with less than 24 hours notice will result in a refund to the Client in the amount paid for the booked services, with the exception of the non-refundable $50 late-cancellation fee and any amount due for work already completed by GGAD (see Section 3 “Hazardous Conditions Surcharge” point f and Section 5 “Liability Waivers & Disclaimers” point f stipulation i).

**5. Liability Waivers & Disclaimers**

a. **Pre-Existing Damage.** GGAD is not responsible nor liable for any pre-existing damage to the Client’s vehicle. Such damage may include but is not limited to damage to body panels, clear coat, paint, glass, trim, weather stripping, wheels, tires, sound deadening material, electronic or mechanical components including those within and outside of the engine compartment, additional modifications made to the vehicle such as aftermarket components, storage solutions, trailers, interior or exterior lighting systems, and/or sound systems, nor for interior components such as seats, the dashboard, center console, carpet, the headliner, storage compartments, trunk area, spare tire and spare tire well, rear-view mirror, and/or steering wheel. Pre-existing damage discovered by GGAD technicians not discovered during the initial pre-service inspection will be immediately documented and communicated with the Client.

**i.** Damage may include, but is not limited to, scratches, rips, rock chips, cracks, rust, dents, paint chips, ‘peeling’ clear coat, paint overspray and runs, missing or incomplete body panels or trim pieces, stains that require carpet removal or dyeing (rust, bleach/chemical, etc.), damage caused by water/flooding, excessive tire wear or dry-rotting, improper wheel alignment, and/or nonfunctioning door hinges.

b. **Engine Bay Detailing.** The Client requesting an engine bay detailing service assumes all risks involved. GGAD is not responsible nor liable for any damage or loss of function to any components or functions of the Client’s vehicle after this service is performed, except in cases of intentional misconduct or gross negligence.

c. **Vehicle Battery Removal.** GGAD may disconnect the vehicle battery to ensure technician safety, efficacy of cleaning solutions and procedures, or equipment efficacy. GGAD is not responsible for the resulting reset of factory defaults or the loss of saved electronic memory, including but not limited to: radio presets, anti-theft codes, seat/steering wheel positions, clocks, trip odometer data, climate preferences, or the necessity of 're-learn' procedures for vehicle modules (e.g., throttle body calibration, power window indexing). Re-programming is the sole responsibility of the Client. While

GGAD may utilize 'battery memory saving' devices as a courtesy, their effectiveness is not guaranteed and does not waive this disclaimer. The Client's vehicle's battery will only be removed under 2 conditions:

**i. Engine Bay Detailing.** GGAD's standard practice is to remove the vehicle's battery during service of the engine bay to prevent electrical shorts and resulting damage. The Client must be informed prior to this action and must agree to this form of service being performed. If the Client does not agree to the removal of the battery, the Client acknowledges that this increases the risk of moisture-related faults. GGAD will exercise reasonable professional care to protect sensitive components, but is not liable for electrical issues arising from the Client's specific request to bypass standard safety disconnections.

**ii. Seat Removal.** GGAD may deem it necessary to remove the driver and passenger seats from the vehicle to more thoroughly and effectively perform the deep-cleaning and extraction services. Most vehicles manufactured after 1997 include airbag deployment and occupancy sensor systems in these seats. To prevent accidental deployment or system faults, GGAD will disconnect the vehicle battery prior to seat removal in accordance with standard automotive safety practices. This process of battery and seat removal must be agreed to and confirmed by the Client prior to commencement of this service. GGAD is not responsible for any 'Airbag Warning Lights' or system resets required by a dealership following the safe re-installation of the seats.

d. **Personal Items Left in Vehicle.** All items must be removed from the Client's vehicle prior to GGAD arriving at the scheduled location. GGAD is not responsible for damage to or loss of any items not removed from the vehicle. GGAD will remove and store any items deemed personal and return them to the vehicle after services are completed. All items left in the vehicle are left at the owner's expense and risk.

e. **Waiver of Liability Extension.** These waivers of liability extend to business owners and all employees and representatives of Golden Glove Auto Detailing.

f. **Nature of Relationship.**

**i. Termination of Service.** The professional relationship between GGAD and the Client is terminated immediately following the final walk-around inspection of the Client's vehicle with the Client (see Section 8 "Client Responsibilities" point d). The Client acknowledges that the services outlined in Section 1 "Scope of Work" have been completed to the best possible ability of GGAD during the scope of time allotted for GGAD to perform the service.

**ii. Finality of Acceptance.** By verbally accepting the condition of the vehicle after the final walk-around inspection and/or by driving off with the vehicle/accepting the vehicle's key, the Client acknowledges that all applicable items under Section 1 "Scope of Work" have been completed to the best possible ability of GGAD during the scope of time allotted for GGAD to perform the service.

**iii. Post-Service Liability.** As soon as the professional relationship between GGAD and the Client is terminated, GGAD is no longer responsible for any security of or

damage and/or environmental affliction (e.g. pollen, dirt, rain, dust…) to the Client's vehicle.

**iiii. Refusal of Final Inspection.** If the Client refuses or is unavailable to perform the final walk-around inspection with GGAD or perform their own inspection of the vehicle, the vehicle will be deemed 'Accepted as Delivered' in its current condition. By declining the inspection, the Client acknowledges that any subsequent claims for visible surface damage (e.g., scratches, stains, or debris) will be subject to a higher standard of proof, as the Client waived the opportunity to document these issues at the time of delivery. This refusal does not waive the Client's statutory rights; however, all complaints must still be submitted in writing and with photographic evidence within **seven (7) days** of service completion to be considered for a 'Remedy Service' (see section 10 "Vehicle Damage & Liability" point c).

**g.** **<u>LIMITATION OF LIABILITY.</u>** To the fullest extent permitted by law, GGAD's total liability for any claim, loss, or damage arising out of the performance of services shall not exceed the total amount paid by the Client for the specific service rendered. Except in cases of gross negligence or willful misconduct, GGAD's liability is limited to the actual cost of repair to the damaged area of the vehicle. GGAD shall not be liable for non-physical or 'consequential' damages, including but not limited to: loss of use of the vehicle, costs of replacement rentals, loss of wages, or diminished resale value.
**GGAD's total liability for any and all claims, including but not limited to property damage or negligence, shall be limited to the greater of:**

**i. the total amount paid by the Client for the specific service rendered, or**
**ii. $1,000.00.**

**This cap represents a reasonable allocation of risk in exchange for the service price provided.**

**h.** **4-Tiered Dispute Resolution.**

**i. Good Faith Negotiation.** In the event of any conflicts or disputes over the terms outlined in the Service Agreement and/or Service Agreement Summary, GGAD and the Client shall first use their best efforts to settle the conflict or dispute through direct, good-faith negotiations.

**ii. Optional Mediation.** If the dispute cannot be settled through direct negotiation within **thirty (30) days**, the parties may mutually agree to attempt to resolve the dispute through professional mediation in Juneau, Alaska, before resorting to litigation. The cost of the mediator shall be shared equally by both parties.

**iii. Small Claims Court.** If both parties cannot settle the dispute through good faith negotiation, and/or if mediation is unsuccessful, both parties agree that any legal action shall be filed in the Alaska Small Claims Court (First Judicial District at Juneau), provided the claim falls within that court's jurisdictional limit.

**iiii. Court-Ordered Mediation.** If a lawsuit is filed, the parties agree to participate in any mediation programs provided by the **Alaska Court System**. Each party shall bear their own costs and attorney's fees for such mediation.

i. **Indemnification by the Client.** The Client agrees to indemnify and hold harmless GGAD from any third-party claims, damages, or expenses (including reasonable attorney's fees) arising directly from the Client's negligence, the vehicle's pre-existing mechanical or structural failures, the presence of illegal substances or materials within the vehicle, or the Client's breach of this Service Agreement.

j. **Indemnification by GGAD.** GGAD agrees to indemnify and hold the Client harmless from any third-party claims, damages, or expenses (including reasonable attorney's fees) arising directly from GGAD's gross negligence or willful misconduct in the performance of services.

k. **Indemnification Procedure.** If a party (the 'Indemnitee') becomes aware of a third-party claim that may be covered by this agreement, the following procedure applies:
    1. **Notice:** The Indemnitee must provide written notice to the other party (the 'Indemnitor') within seven (7) days of learning of the claim.
    2. **Cooperation:** Both parties agree to cooperate in good faith, sharing all relevant documentation, photographs, and statements needed to resolve the claim.
    3. **Defense:** The Indemnitor has the right to participate in the defense at their own expense. Any settlement that requires a payment or an admission of fault by the Indemnitee must receive the Indemnitee's prior written consent, which shall not be unreasonably withheld.

l. **Governing Law.** This Service Agreement and the professional relationship between GGAD and the Client shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to its conflict of law principles. The Client agrees that any legal action, suit, or proceeding arising out of or relating to this Service Agreement shall be instituted exclusively in the state or federal courts located in the City and Borough of Juneau, Alaska. Both parties hereby consent to the personal jurisdiction of such courts and waive any objection to the laying of venue in Juneau.

m. **Force Majeure.** Neither GGAD nor the Client shall be held responsible for any failure or delay in performing their responsibilities as stated in the Service Agreement and Service Agreement Summary if any such failure or delay is caused by circumstances and/or situations beyond their reasonable control ('Force Majeure').

    **i. Qualifying Events.** Force Majeure events include but are not limited to "Acts of God" (lightning, falling tree branches, earthquakes, floods, or extreme storms, or other natural disasters), fire, explosion, war or civil unrest, acts of terrorism, disease outbreaks, epidemics, or pandemics, government-mandated lockdowns, travel restrictions, localized emergencies, curfews, or utility outages.

    **ii. Weather Specifics.** For the purposes of this mobile service, Force Majeure specifically includes inclement weather that GGAD deems hazardous to technician safety, chemical efficacy, or equipment integrity (see Section 3 "Hazardous Conditions Surcharge" point b).

**iii. Notice & Rescheduling.** The party affected by a Force Majeure event must notify the other party as soon as reasonably possible. In such cases, performance of the service will be suspended and rescheduled to a mutually agreeable date once the event has passed. If a Force Majeure event prevents the service from being performed for more than 14 days (day 1 being the day of the scheduled appointment. No 'day 0' will be acknowledged), either party may terminate the booking without penalty, and any prepayments for unperformed work will be refunded.

n. **Key Handling and Lockout Protocol.** GGAD will exercise reasonable care to not lock the vehicle keys inside the Client's vehicle (accidental lockout) at any point within the scope of service. In the event of an accidental lockout caused by GGAD, GGAD will be responsible for the cost of a standard professional lockout service, capped at **$100.00**. To mitigate the risk of accidental lockout, the Client is strongly encouraged to have a spare key readily available on-site or to provide one to GGAD technicians along with the primary vehicle key. GGAD will not attempt to force entry into a vehicle using non-professional tools (see Section 1 "Scope of Work" point a). If the Client chooses to attempt a self-recovery or uses an uncertified third party that results in damage to the lock, weatherstripping, or window, GGAD explicitly disclaims all liability for such damage.

o. **Loss or Destruction of Keys.** In the event GGAD irrevocably loses or accidentally destroys the Client's key/key fob, GGAD's liability is strictly limited to the **direct cost of a single replacement key and associated programming fees** for the serviced vehicle only.

**i. Proof of Cost.** GGAD reserves the right to require an official quote or invoice from a certified locksmith or local dealership before issuing reimbursement.

**ii. Excluded Items.** GGAD is not liable for the replacement of non-vehicle keys, keychains, decorative fobs, or any other items previously attached to the vehicle key ring.

**iii. Consequential Costs.** GGAD is not responsible for any incidental or consequential costs arising from the loss, such as vehicle rental fees, towing, or the re-keying of the Client's residence or other property.

**iiii. Found Keys.** If the original key is located within **48 hours** of a replacement being ordered, GGAD's liability is limited to any non-refundable diagnostic or ordering fees already incurred.

## 6. Right to Decline Service

a. GGAD may decline or cease services under the conditions of hazardous conditions (see Section 3 "Hazardous Conditions Surcharge" point a), incomplete payment for services (see Section 2 "Payment Terms"), if the scope of work exceeds what is outlined in Section 1 "Scope of Work", and/or refusal to perform services for any reason (see Section 3 "Hazardous Conditions Surcharge" point a).

b. GGAD reserves the full right to decline or cease service of the vehicle for any reason at any time at our discretion. If payment is made prior to GGAD cancelling the service, a

refund will be issued in the amount paid by the Client, unless services have already begun to be worked on, such as when the pre-service inspection begins, which will incur a non-refundable $50 mobilization fee deducted from the refunded amount. (see Section 4 “No-Show, Cancellation, and Rescheduling Policies” point f and Section 3 “Hazardous Conditions Surcharge” point f).

**7. Photo Documentation**

a. GGAD will take photos and/or videos of the Client’s vehicle prior to service beginning and during and after service has been completed in order to document pre-existing damage, damage caused by GGAD during the performance of the service, and as “before-and-after” photos to share with the Client.

b. By **not** ticking the optional ‘Social Media Opt-Out’ box when agreeing to the Service Agreement prior to completing the booking, the Client agrees to allow GGAD to use any and all photos and videos for our social media or the official website, goldenglovedetail.com.

c. If the Client wishes for photos and videos of the vehicle to not be included in GGAD’s social media or website, they may submit a written request at the time of service or via email (gglovedetail@gmail.com) at any time.

d. All efforts will be made by GGAD to remove any and all photos and videos of the serviced vehicle from our social media platforms and website upon request by the Client. If any images still remain, the Client may provide screenshots of said images to GGAD via email (gglovedetail@gmail.com) and they will be removed as soon as possible.

e. All efforts will be made by GGAD to ensure privacy of the Client by blurring or covering the vehicle’s license plates, as well as omitting, deleting, editing, or otherwise handling any photos and videos depicting, in whole or in part, the Client and any other individuals who do not consent to having these images posted online.

**8. The Client’s Responsibilities**

a. GGAD services are estimated in approximate times of completion, and subject to field conditions (weather, vehicle condition, etc., see Section 9 “Time of Completion of Services” point a). The Client is responsible for arranging for their own transportation for the duration of the service. GGAD is not liable for any incidental or consequential costs including, but not limited to, rental car fees, loss of wages, or rideshare fares, incurred by the Client due to service delays or extensions. GGAD’s liability for delays is strictly limited to a rescheduling of the service or a refund of the service fee as outlined in Section 1 “Scope of Work”.

b. GGAD is not responsible for any costs or expenses incurred by the Client or those traveling with the Client during this period and will not reimburse these costs or

expenses or include them in any discounts or gift certificates for the price paid for the service or any future service.

c. The Client agrees to complete a brief walk-around of the vehicle during the initial pre-service inspection to discuss and assess any pre-existing damage (see Section 5 “Liability Waivers & Disclaimers” point a), areas of work not covered by our services (see Section 1 “Scope of Work”), and to discuss any other pertinent information as requested and deemed necessary by GGAD.

d. The Client agrees to perform a final walk-around inspection of the vehicle with GGAD after services have been completed to discuss any services completed, services to be added (see Section 2 “Payment Terms” point b), damage caused by GGAD during service, damage discovered during service not previously discovered during the initial walk-around inspection (see Section 5 “Liability Waivers & Disclaimers” point a), or any other topic of interest deemed noteworthy by GGAD. Completion of this final walk-around inspection concludes service of the vehicle.

e. If possible and to the best of the Client’s ability, the vehicle should be placed in a spacious garage with no less than 3 feet of clearance on all sides, under a carport or tent, in the shade and out of direct sunlight, and/or on flat and level ground in order to allow for the full efficacy and performance of our technicians, equipment, and cleaning solutions. GGAD reserves the right to request the vehicle be moved to a more suitable location if the initial location is deemed unsafe or improper by GGAD. Working conditions as described are at the reasonable discretion of GGAD. If the vehicle cannot be moved from its location, GGAD reserves the full right to terminate the service (see Section 6 “Right to Decline Service” point b).

f. The Client understands that final results may be impacted by environmental conditions as a result of an unsafe or improper location of the vehicle.

g. The Client agrees to either not be present during the rendering of service to the vehicle once the initial pre-service inspection walk-around has been completed, or, if present, to not be involved with the rendering of service to the vehicle in any way that may impact the final results of the service rendered, the work flow of GGAD, the personal space of GGAD technicians (at the discretion of each individual GGAD technician), or the safety of the Client or GGAD technicians.

h. If the Client decides to remain at the work site while GGAD renders service to the vehicle, the Client agrees to remain at least 15 feet away (excluding presence indoors and not affecting GGAD work) from the vehicle and all GGAD equipment at all times to ensure compliance with occupational safety standards. **GGAD will cease rendering service to the Client’s vehicle and will neutralize equipment** as long as the Client is present within this 15-foot area of the vehicle, to the best knowledge and attention of GGAD technicians. GGAD reserves the right to terminate service without refund if the

Client's presence interferes with the safe and effective operation of equipment or creates a distraction that compromises the quality of the service rendered.

i. The Client acknowledges that detailing environments contain trip hazards (hoses/cords), high-pressure water, hot water vapors reaching 212F, loud equipment such as vacuums, and chemical irritants. Entry into the safety boundary against the technician's instructions constitutes a material breach of this safety policy. GGAD is not liable for injuries or property damage resulting from the Client's failure to adhere to this restricted-access boundary, provided GGAD followed the 'Automatic Work-Stop' protocol.

j. The Client must provide the vehicle's key to GGAD technicians upon arriving at the scheduled location. The key must be able to:
    1. Unlock the vehicle fully
    2. Start the vehicle's engine

**9. Time of Completion of Services**

a. All durations of services rendered that fall under Section 1 "Scope of Work" are estimates only and the Client may be provided with an Estimated Time of Completion (ETC). The Client acknowledges that the ETC is a goal and not a guaranteed deadline.

b. The ETC may be altered by variable conditions including, but not limited to, hazardous conditions (see Section 3 "Hazardous Conditions Surcharge" point a and b), additional services requested (see Section 2 "Payment Terms"), additional services requested not outlined in Section 1 "Scope of Work", size and/or condition of the vehicle, and/or relocation of the vehicle (see Section 8 "Client Responsibilities" point e).

c. GGAD reserves the right to adjust the ETC following the pre-service inspection (see Section 8 "Client Responsibilities" point c). If a significant delay (exceeding 30 minutes) is anticipated, GGAD will notify the Client as soon as reasonably possible.

**d. Time is not of the essence regarding the completion of services.**

e. GGAD is not responsible for any 'consequential damages' or losses incurred by the Client as a result of the duration of service.

f. To the fullest extent permitted by Alaska law, GGAD shall not be liable for any indirect, incidental, special, or consequential damages (see Section 8 "Client Responsibilities" point a). This exclusion specifically includes, without limitation: loss of use of the vehicle, costs of replacement rentals or alternative transportation, loss of time, loss of income or wages, and diminished resale value. This exclusion applies even if GGAD has been advised of the possibility of such damages, except in cases of proven gross negligence or willful misconduct.

**10. Vehicle Damage & Liability**

a. **Standard of Care:** GGAD and its technicians agree to exercise reasonable professional care while performing services. GGAD maintains professional liability insurance to cover damages directly caused by GGAD's negligence or equipment failure.

b. **Pre-Existing & Revealed Damage:** GGAD is not responsible for damage that is "revealed" by the cleaning process (e.g., deep scratches, rock chips, or oxidized paint hidden under heavy dirt/grime). The pre-service inspection (see Section 8 "Client Responsibilities" point c) serves as the definitive record of the vehicle's condition. Any pre-existing damage discovered by GGAD technicians after the conclusion of the initial pre-service inspection will be immediately documented and communicated with the Client. Documentation done during the initial pre-service inspection and during the rendering of the service are the definitive record of the vehicle's state prior to service. GGAD is not responsible for repairing any such revealed damage or compensating the Client, unless repair of such damage falls under Section 1 "Scope of Work", in which case GGAD and the Client must mutually agree to the performing of such a repair service at a mutually agreed additional rate (see Section 2 "Payment Terms" point b), if applied.

c. **Notification Requirement:** The Client must inspect the vehicle during the final walk-around inspection (see Section 8 'Client Responsibilities" point d). Any claims for damage caused by GGAD must be reported in writing within **seven (7) days** of service completion. GGAD is not liable for any damage reported after this window.

d. **Right to Repair:** In the event of confirmed damage caused by GGAD, GGAD reserves the First Right of Refusal to rectify the damage using its own professional methods or to select the third-party repair facility. GGAD will not reimburse the Client for repairs performed by a third party without GGAD's prior written consent.

e. **Limitation of Liability:** GGAD's liability for vehicle damage is limited to the actual cost of repair to the damaged area. GGAD is not liable for "Loss of Use," diminished value, or the cost of a rental vehicle during the repair period.

**11. Environmental Compliance & Site Conditions**

a. To comply with municipal stormwater ordinances, GGAD utilizes water-retaining mats to capture and contain wash-water runoff and eco-friendly, biodegradable products in all services provided.
b. The Client must provide a relatively level workspace (e.g., driveway or parking pad, see Section 8 "Client Responsibilities" point e) suitable for the deployment of a water containment mat. If the workspace is excessively sloped, unpaved, or otherwise prevents the effective use of containment equipment, GGAD reserves the right to reschedule the service at no cost to the Client, unless GGAD

technicians have already arrived at the work-site, in which case a non-refundable $50 mobilization fee will be incurred.

c. While GGAD makes every effort to reduce and eliminate 100% of water runoff, the Client acknowledges that minor 'overspray' or incidental runoff may occur due to wind or surface irregularities. The Client authorizes the incidental discharge of biodegradable, pH-neutral soapy water onto the immediate work surface (driveway/lot/lawn) to the extent permitted by local law.
d. The Client must notify GGAD of any sensitive drainage areas, such as private wells or direct-to-waterway culverts, located within 20 feet of the workspace.

**12. Entire Agreement**

a. This Service Agreement and Service Agreement Summary constitutes the entire understanding between GGAD and the Client. This Service Agreement and Service Agreement Summary shall apply to all services rendered by GGAD to the Client unless superseded by a subsequent written agreement signed by both parties.

b. This Service Agreement and Service Agreement Summary in the current, most up-to-date form, supersede all previous Agreements, as well as all contemporaneous communications, negotiations, representations, or agreements, whether oral or written (including emails, text messages, social media messages, or printed documents).

c. No amendment, change, or modification to the Service Agreement provided by GGAD and signed by the Client shall be made valid without mutual approval and signature by both the Client or GGAD.

d. The Client must agree to the Service Agreement and all information included in the Service Agreement Summary prior to completing the booking for service to be rendered. GGAD makes agreeing to the Service Agreement an integrated step in the booking process.

e. The Client acknowledges that the service provided is a 'Professional Service' and agrees that by signing this agreement and providing payment information, they are authorizing the transaction.

f. **Severability.** If any provision, or portion thereof, of this Service Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. The parties further agree that any such invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, while most closely approximating the original intent and economic terms of the parties.