

Hurricane Bay Island Hopper Unlimited Wash Club Agreement

Monthly Fee

The Hurricane Bay Unlimited Wash Program ("Island Hopper Unlimited Wash Club"), Monthly Fee will be charged as per the Automatic Charge Authorization and calculated in accordance with the Fee Schedule. After the Monthly Fee has been paid in full, the Island Hopper Unlimited Wash Club Program entitles the subscriber only to Program Benefits at Hurricane Bay Car Wash ("Hurricane Bay") from the first day of any month until the last day of the month regardless of the initial subscription date.

Automatic Renewal Charge Authorization

I understand that by subscribing to the Unlimited Wash Club program, and by signing this Agreement, I will continue to be charged the Monthly Fee indefinitely unless I discontinue as per the Discontinuation Procedure. I agree to make payments of the Monthly Fee and all other charges permitted under this Agreement.

I understand that monthly charges permitted under this Agreement will be made on the first day of each month. If my initial subscription is established prior to the sixteenth day of a given month, I must pay the full Monthly Fee for that month. If my initial subscription is established on or after the sixteenth day of a given month, I must pay only 50% of the total Monthly Fee for that month.

PLEASE NOTE: YOUR CREDIT CARD WILL BE CHARGED ON THE FIRST DAY OF EACH MONTH INDEFINITELY UNTIL YOU DISCONTINUE.

Charges Not Paid

I understand that, if I or anyone driving any of my vehicles with a RFID sticker as an Island Hopper Unlimited Wash Club program vehicle visits Hurricane Bay and incurs a charge not included as free under this Agreement, my credit card will be charged immediately the full amount of that unpaid balance. By signing this agreement, I hereby permit such charges to be made as they are incurred.

Denied Charge Cards

I understand that, if my credit card is denied for any given month, Hurricane Bay shall continue to attempt to charge my credit card each Monthly Fee as per the Automatic Charge Authorization. I understand that allowing my credit card to be denied, canceling my credit card, allowing my card to expire, or any other such action that shall prevent Hurricane Bay from charging my card as per the Automatic Charge Authorization does not constitute discontinuation as per this Agreement and I shall be responsible for each Monthly Fee until such time that I discontinue as per the Discontinuation Procedure. A \$25 per month charge will be included for each denied charge incident.

Fee Schedule & Program Benefits

Island Hopper Unlimited Wash Club:

- **Little Squirt:** \$25.99 per month. Basic Wash only
- **Hurricane Wave:** \$30.99 per month. Includes Tidal Surge + Tri-color polish, Clear coat sealant, mirror rinse, Black Magic tire shine & Hurricane dryer.
- **Hurricane Wave Ultimate:** \$35.99 per month. Includes Hurricane Wave + double spot free-rinse, Blue Coral rust inhibitor, Blue Coral super foam & Rain X.
- Can be used at any participating Hurricane Bay Car Wash.

Fleet Vehicles

- **Little Squirt:** \$35.99 per month. Basic Wash only
- **Hurricane Wave -** \$40.99 per vehicle per month.
- **Hurricane Wave Ultimate -** \$45.99 per vehicle per month.

Abuse Policy & Hurricane Bay's Right to Discontinue

I understand that my Island Hopper Unlimited Wash Club RFID sticker is associated with a single car. Hurricane Bay uses security cameras to monitor premises regarding use and/or abuse.

I understand that Hurricane Bay retains the right to discontinue my participation in the Unlimited Wash Club program at any time for any reason. Hurricane Bay further retains the right to discontinue my participation in said programs for reason(s) of misconduct, misrepresentation, abuse of program benefits, disorderly behavior, verbal or physical abuse of the staff, reckless driving or speeding (exceeding 5 miles per hour) on our premises.

Discontinuation Procedure

I understand that I may discontinue my subscription to the Island Hopper Unlimited Wash Club program at any time, for any reason. I further understand that discontinuation of my subscription does not entitle me to a full or partial refund or credit for any reason. I understand that there will be no refunds of charges once they have been made, in accordance with this Agreement.

I understand to discontinue my subscription to the Island Hopper Unlimited Wash Club. I must contact Hurricane Bay in person at least 24 hours prior to the first day of the next month. I understand that I must render full payment for any unpaid services or indebtedness prior to discontinuation of my Unlimited Wash Club Program subscription.

I permit Hurricane Bay to charge my credit card for any such unpaid services or indebtedness if I do not do so prior to discontinuation. I understand that, upon discontinuation of my Unlimited Wash Club program subscription, all program benefits will be immediately terminated. Any credits, vouchers, discounts, agreements, and negotiations as they relate to the said program will be null and void upon discontinuation.

I understand that if I prepaid for several months of the Unlimited Wash Club program, no amount will be refunded or credited if my discontinuation occurs prior to the period covered by that prepayment.

I understand that actual frequency of usage of program benefits, or lack of usage, does not constitute grounds for automatic discontinuation or a refund at any time under this Agreement.

Replacement RFID Stickers

I understand that if my RFID sticker should need to be replaced, I will be charged a \$9.99 replacement fee.

Discounts and Coupons

I understand that under this agreement, program benefits may not be combined with any previously issued discounts, coupons, offers, gift cards, or complimentary services.

Fee and Contract Changes

I understand that I may update information at any time, for any reason via any of the methods described in Contract. The terms and conditions of this Agreement, including Fee Schedule and program benefits may be changed by Hurricane Bay upon thirty (30) days advance notice. Such notice shall be posted in a conspicuous manner on the wash premises.

Minimum Age to Participate

I understand that I must be at least eighteen (18) years of age to participate in the Unlimited Wash Club program. I may, however, be of any legal driving age to bring a vehicle to Hurricane Bay under this Agreement.

Disputes

To expedite the resolution of any charge disputes as they relate to the Automatic Charge Authorization, disputes should be addressed with Hurricane Bay. Every effort is made to resolve such disputes expeditiously and fairly in accordance with the terms and conditions permitted under this Agreement. Please contact us with any such matters via the methods described in Contract.

Updating Client Information

I understand that I may update the attached Client Information at any time, for any reason via any of the methods described in Contract.

Entire Agreement

I agree that I have read and fully understand the terms and conditions of this Agreement, including Monthly Fee, Automatic Charge Authorization, Fee Schedule, Program Benefits, Abuse Policy and Discontinuation Procedure. I agree to comply with the terms and conditions of this Agreement as they are now and may be changed in the future. This enforces the Entire Agreement between me and Hurricane Bay Car Wash and the Island Hopper Unlimited Wash Club program. No other agreement shall change this one unless it is in writing and signed by me and accepted by Hurricane Bay Car Wash.

Minimum Commitment ONE month. **Client Initials** _____

PRINT NAME: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

CLIENT INITIALS _____

I understand that my credit card will be charged on the first day of each month, indefinitely, until I discontinue. I understand that there will be no refunds, in part or whole, for any reason.

CLIENT INITIALS _____

CLIENT SIGNATURE

I have read and understand the terms and conditions of this Agreement and authorize my credit card number to be charged in accordance with this Agreement.

X

Date