

V.I.POSH UNLIMITED WASH CLUB

Unlimited Car Washes Everyday!

MONTHLY PLAN – PAY JUST \$29.99 A MONTH*

With our **V.I.Posh Unlimited Wash Club** you can wash your vehicle as many times as you want whenever you want. You will always drive a clean car! Washing your car will become a no-brainer! The subscription plan only costs \$39.99/month, but as a new member signing up, we are offering an introductory offer, for a limited period, of only \$29.99/month. For those of you who wish to add additional services, we are offering our premiere service for \$49.99/month, with an introductory rate of \$39.99/month (Includes: exterior wash, wheel brightener, undercarriage wash, triple foam polish and clear coat sealer).

Cancellation

If for any reason you are unsatisfied with the Program, you can easily cancel your membership anytime, online, 24 hours a day. There are no cancellation fees.

Program Benefits

A clean car is moments away, and it couldn't be any easier. Simply pay one monthly rate and receive unlimited washes any day and at anytime during our normal hours of operation. Choose between our exterior wash or our premiere service wash. Your subscription shall apply to that vehicle only. Wash as many times as you want. You may transfer the subscription between vehicles at anytime for any reason; however, each registration will apply to only one vehicle. Cancel at anytime you wish. It is that simple. We will be using a bar code system permanently attached to your vehicle so that you can drive through anytime without stopping to sign a charge-slip.

Monthly Rate

The V.I.Posh program will be charged monthly according to the Automatic Charge Authorization. The monthly rate will be either \$29.99 per vehicle or \$39.99 per vehicle, depending upon which service you elect, and will be automatically charged to your credit card on the anniversary day of each month. After the monthly rate has been paid in full, the V.I.Posh program entitles the customer to full Program Benefits from the anniversary day of any month to the anniversary day of the next month. Payment shall be in advance thereafter on the anniversary day of each month.

Automatic Charge Authorization

I understand that by subscribing to the V.I.Posh Program, and by signing this Agreement, I will continue to be charged the Monthly Rate indefinitely unless I discontinue as per the Discontinuation Policy and Procedure (see below). All monthly charges permitted under this Agreement will be made on the anniversary day of each month. I agree to make payments of the Monthly Rate and all other charges permitted under this Agreement.

Charges Not Paid

From time to time, I may wish to use other services which may not be included in the basic or premiere Programs. I understand that, if I or anyone driving one of my vehicles registered under the V.I.Posh Program visits Posh Wash and incurs a charge not included as part of this Agreement, my credit card will be charged immediately the full amount of that additional charge(s). By signing this Agreement, I hereby permit such charge(s) to be paid as they are incurred. I understand that I must request the additional service.

Denied Charge Cards

I understand that, if my credit card is denied for any reason on any given month, Posh Wash shall continue to attempt to charge my credit card the Monthly Rate as per the Automatic Charge Authorization. I understand that allowing my credit card to be denied, canceling my credit card, allowing my credit card to expire, or any other such action that shall prevent Posh Wash 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 Rate until such time that I terminate as per the Discontinuation Policy and Procedure defined herein.

Changing Vehicles

I understand that I may change vehicles enrolled in the V.I.Posh Program at any time for any reason. Once a vehicle has been enrolled in the V.I.Posh Program and then changed to another vehicle on the same account, that new vehicle may not be deactivated until 30 days has expired from the original vehicle change date. I agree to affix a new bar code to the new vehicle. If the new vehicle becomes damaged after enrollment, I acknowledge that Posh Wash reserves the right to request that I sign a waiver of damage claim if I still want to wash the vehicle.

Updating Information

I understand that I may change, revise or update information at any time, for any reason, via any of the methods as described in Contact.

Discontinuation Policy and Procedure

I understand that I may discontinue my subscription to the V.I.Posh Program at any time, for any reason. I further understand that discontinuation of my subscription does not entitle me to full or partial refunds or credits for any reason. I understand that there will be no refunds of payment once they have been processed by Posh Wash.

I understand that to discontinue my subscription to the V.I.Posh Program, I must first contact Posh Wash via any of the methods described in Contact.

I understand that, upon notice of my discontinuation of the V.I.Posh Program subscription, all Program Benefits will be terminated 30 days from date of my last subscription payment.

I understand that, if I have prepaid for the V.I.Posh Program several months in advance, no amount will be refunded or credited if my notice of discontinuation occurs prior to the period covered by that pre-payment.

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.

Posh Wash's Right to Discontinue

I understand that Posh Wash retains the right to discontinue my participation in the V.I.Posh Program at any time, for any reason. Posh Wash considers false representation a criminal offense and will pursue violation of the terms of this agreement with the proper authorities, particularly if it involves the placing of barcodes or license plates on a vehicle other than the vehicle registered for Program Benefits. Posh Wash further retains the right to discontinue my participation of the V.I.Posh Program for any reason including but not limited to misconduct, disorderly behavior, verbal or physical abuse of the staff, reckless driving or speeding (exceeding 5 miles an hour) on our premises.

Rate and Contract Changes

I understand that I may update information at any time, for any reason via any of the methods as described in Contact. The terms and conditions of this Agreement, including Monthly Rate and Program Benefits may be changed by Posh Wash upon thirty (30) days advance notice. Such notice shall be posted in a conspicuous manner at the front desk.

Minimum Participation Age

I understand that I must be at least eighteen (18) years of age to participate in the V.I.Posh Program. I may, however, be of any legal driving age to bring a vehicle to Posh Wash that is registered under the V.I.Posh Program. I understand that it is the vehicle that will be registered under the Program, and not the driver.

Disputes

To expedite the resolution of any charge dispute, all disputes should be addressed to Posh Wash, Inc. Every effort is made to resolve such disputes quickly and fairly in accordance with the terms and conditions permitted under this Agreement. If the dispute cannot be resolved within 30 days the parties will agree to participate in binding mediation.

Contact

Posh Wash shall be contacted via US Postal service at: Posh Wash, Inc., 325 Columbia Road, Hanover, MA 02339. Posh Wash shall be contacted by phone at 781.826.4898, fax at 781.826.8245 or email at *cleancars@poshwash.com*.

Entire Agreement

I agree that I have read and fully understand the terms and conditions of this Agreement including Program Benefits, Automatic Charge Authorization, Monthly Rate, and Discontinuation Policy and Procedure. I agree to comply with the terms and conditions of this agreement. This represents the Entire Agreement between me and Posh Wash. No other agreement shall change this Agreement unless it is signed by me and accepted by Posh Wash.

YOUR CREDIT CARD WILL BE CHARGED ON THE ANNIVERSARY DAY OF EACH MONTH, INDEFINITELY, UNTIL YOU DISCONTINUE! YOUR CREDIT INFORMATION WILL BE SENT EITHER DIRECTLY TO OUR CREDIT PROCESSING COMPANY BY YOU IN AN ENCRYPTED MANNER, OR AT YOUR REQUEST WE WILL SEND THE INFORMATION ON YOUR BEHALF IN AN ENCRYPTED MANNER. WE WILL NOT STORE, DISSEMINATE, OR USE ANY CREDIT INFORMATION EXCEPT FOR THIS PROGRAM.

Print Name

Client Signature

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

X _____ **Date** _____

ACCEPTED:

POSH WASH, INC.

Its Duly Authorized Manager