



# Loyalty Program

**TERMS AND CONDITIONS:** The undersigned (herein called Member) does hereby make applications to Octopus car wash loyalty club plan for a Membership as referenced above and hereby agrees to comply with and be bound by the loyalty Terms and Conditions, as they currently exist and may hereafter from time to time be amended or supplemented. The Member agrees to pay the monthly dues for the Membership referenced above which are subject to increase as described below. Membership is only valid on the vehicle enrolled in this agreement. By executing the “membership” Agreement you have authorized us and or our agents, to make withdrawals from or apply other related and agreed upon charges to the account you have specified for Membership dues. You further indicate by your signature as Member, that you are an authorized signatory of the account specified for use in the collection of those same dues and fees. You understand that the above authority is to remain in force and in effect for the monthly payment amount as indicated on the Agreement, on a month to month basis, or until such time as (1) Octopus Car Wash terminate the program, or (2) Octopus Car Wash receives written notification from you informing us of your intent to terminate the Membership. In any event, you understand that the billing agency will act promptly to stop further debit entries within a reasonable period of time herein defined as no longer than 10 days from the date Octopus Car Wash, receives such written notice. Any canceled membership will not be prorated.

**MONTHLY DUES:** Monthly dues will be collected each month regardless of the Members usage of the affiliated car wash until we are notified, in writing, that you wish to cancel this Agreement. Regardless of such cancellation, any outstanding balance of the Membership fee will remain due and payable in accordance with this Agreement. All memberships are monthly and will not be prorated. You may pay the monthly dues in advance for a full year as annual dues. If you fail to pay any monthly dues payment within 30 days after the date such payment is due, your Membership privileges may be canceled and you may have to apply for Membership under terms and dues Octopus Car Wash is then charging new Members. Reinstated Members may be charged a new initiation fee. The member hereby authorizes Octopus Car Wash to debit the bank or credit card account provided by the member.

**GOVERNING LAW:** The laws in the state, in which this Agreement is signed and, to the extent preempted by federal law govern this Agreement.

**MISCELLANEOUS:** The provisions of this Agreement are several and if any provision is determined to be illegal or unenforceable the remaining provisions and any partially enforceable provision shall nevertheless be enforceable unless otherwise prohibited by the state law. Our failure to enforce any remedy or provision of this Agreement shall not be construed as a waiver of such remedy or provision including, but not limited to, yearly increases in monthly dues permitted pursuant to the terms and conditions of this agreement, which can be imposed cumulatively at any time.