
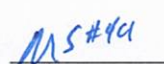


DATE SUBMITTED 04/10/2024
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 04/17/2024

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: APPROVAL OF COMMERCIAL AGREEMENT BETWEEN QUICK QUACK CAR WASH AND THE CITY OF IMPERIAL POLICE DEPARTMENT	
DEPARTMENT INVOLVED: Police	
BACKGROUND/SUMMARY: This agreement is between Quick Quack Car Wash and the City of Imperial Police Department for car washing services. This agreement covers the entire fleet, and the department is able to add or remove vehicles to best suite our needs at any time. The cost for services will be \$322.00/ month for unlimited washes. Having car wash services in the City of Imperial is very beneficial to our officers, as they would not need to leave city limits and can respond to calls for service at a much faster rate. With the hours of operation extending until 9:00 PM, this allows night shift officers to ensure they have a clean unit for their shift.	
FISCAL IMPACT: \$3,864/ year from 01-211-5241 (Vehicle Maintenance Budget)	FINANCE INITIALS 
STAFF RECOMMENDATION: Staff recommends approval of the agreement.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED () REJECTED () DEFERRED () REFERRED TO:

Commercial | Agreement



Quick Quack Car Wash is pleased to introduce you to our Commercial Program, FleeQ. Based on your choice of program selected, you are agreeing to purchase the following product:

Fleet Sales Program: You will receive a fleet account with a membership for each vehicle in your fleet or each person in your organization, etc. Memberships may be used at any Quick Quack Car Wash location. At the end of the month, Quick Quack will invoice you for the number of washes used on each membership or, if you choose unlimited washes, the unlimited wash price.

Customer Information:

Contact Name:	_____	Billing Contact Email:	_____
Contact Number:	_____	Business Name:	_____
Email Address:	_____	Address Line 1:	_____
Billing Contact Name:	_____	Address Line 2:	_____
Billing Contact Number:	_____	Address Line 3:	_____

Order Confirmation:

Price Effective Date:	<u>4/3/2024</u>
Contract Renewal Date:	<u>12/31/2024</u>
Billing Type:	<u>Monthly</u>
Wash Type:	<u>Good</u>
Unit Cost:	<u>\$18.99</u>

General Use Restrictions:

- The terms of this Agreement are supplemented by the Terms and Conditions for Commercial Contracts attached hereto as **Exhibit A** and incorporated by reference (the "Terms"). Capitalized terms used but not defined herein have the meanings set forth in the Terms.
- No Program can be combined with any other Programs or discounts.
- Quick Quack Car Wash reserves the right to modify or cancel a Program or any membership at any time, subject to the Terms.
- The pricing below will last from the Start Date to the End Date. Quick Quack has the right to change pricing after the End Date and the end of each Renewal Term.
- This Agreement renews automatically in accordance with the Terms.
- No refunds or credits will be given for partial usage.

INVOICING

You will receive an electronic invoice itemizing the quantity of vehicles you had enrolled during the month or washes consumed depending on billing type.

For an additional **\$5 fee per month**, would you like a detailed report of usage included with each invoice?

Signatures:

The parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date last signed below.

Customer:		Quick Quack:	
Name/Title:	_____	Name/Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

Commercial | Agreement



EXHIBIT A - TERMS AND CONDITIONS FOR COMMERCIAL CONTRACTS

CUSTOMER AGREES TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 20.7 TO RESOLVE ANY DISPUTES WITH QUICK QUACK (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

1. Applicability.

1.1 Only Terms. These terms and conditions for commercial contracts (these “**Terms**”) are the only terms that govern the provision of services by Quick Quack Car Wash Holdings, LLC, a Delaware limited liability company, and its subsidiaries and affiliates (collectively, “**Quick Quack**”) to the customer named on the applicable Order Confirmation (“**Customer**”) to which these Terms are incorporated or attached.

1.2 Entire Agreement; Order of Precedence. The order confirmation to which these Terms are incorporated or attached (the “**Order Confirmation**”) to these Terms, and any terms, conditions, or other policies of Quick Quack incorporated herein by reference (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms, the Order Confirmation, and any terms, conditions, or other policies of Quick Quack incorporated herein by reference, these Terms *first*, the Order Confirmation *second*, and any terms, conditions, or other policies of Quick Quack incorporated herein by reference *third*, shall govern, unless the Order Confirmation expressly states that the terms and conditions of the Order Confirmation shall control.

1.3 No Standard Terms. These Terms prevail over any of Customer’s terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Definitions. Initially-capitalized terms used in this Agreement have the meanings set forth on the Order Confirmation, the applicable Quick Quack terms, condition or other policies of Quick Quack incorporated herein by reference, or in these Terms.

“**Business Day**” means a day other than a Saturday, a Sunday or any other day on which commercial banks in Roseville, California are authorized or required by Law or Governmental Order to be closed. Any reference to days that is not qualified by “**Business Days**” means calendar days.

“**Commercial Use**” means either (a) use of the Services for vehicles that are being used or maintained (i) for the transportation of persons or property for hire, compensation or profit, (ii) by a business, governmental entity or other organization, or (iii) for any other commercial purpose, or (b) purchase of the Services by a business, governmental entity or other organization for use by its employees, officers, directors, shareholders, members, managers, partners, or other agents of such entity.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Laws**” means all laws, statutes, rules, regulations, ordinances, common law and other pronouncements (including, without limitation, guidance documents) having the effect of law of the United States or of any other Governmental Authority.

Commercial | Agreement



“**Non-Compatible Vehicles**” means vehicles that are not compatible with the equipment at the Quick Quack location for any reason, including, without limitation, vehicles that (i) are incompatible by size, design or modification, or (ii) have accessories, trailers or other items attached to the vehicle that make the vehicle incompatible.

“**Services**” means the provision of car washes with the frequency, in the amounts, to the individuals, to the vehicles, with the wash level, at the locations, and with any other terms and conditions described on the applicable Order Confirmation, in each case, for Commercial Use.

3. Services.

3.1 Services. Quick Quack shall provide the Services to Customer in accordance with these Terms. Quick Quack may, in its sole discretion, provide additional products and service (“**Additional Services**”), such as vacuums, hand towel drying services, towels, dashboard wipes, or other products and services Quick Quack makes available at a Quick Quack location from time to time; *provided, however*, Quick Quack does not guarantee that (a) any Additional Services will be available, or continue to be available, as part of the Services, (b) that the same Additional Services will be available at each Quick Quack location, or (c) that any Additional Services will be provided without additional charge. Neither the Services nor the Additional Services may be used for Non-Compatible Vehicles.

3.2 Accounts. Quick Quack may also provide a Quick Quack account to Customer to allow it to manage Services that they receive (an “**Account**”), which can be accessed by phone at 916-304-8234, or as available through online services that Quick Quack may make available from time to time. Notwithstanding Section 20.12, Customer may make changes to its Account by contacting its Account Representative by one of the methods shown on the Order Confirmation.

4. Customer’s Obligations.

4.1 Use of Services. Customer shall: (a) cooperate with Quick Quack in all matters relating to the Services; (b) respond promptly to any Quick Quack request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Quick Quack to perform Services in accordance with the requirements of this Agreement; (c) provide such Customer information as Quick Quack may request to carry out the Services in a timely manner and ensure that such Customer information is complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable Laws in relation to the Services before the date on which the Services are to start. Customer acknowledges and agrees that it is solely responsible for compliance with, familiarity with, and understanding of any Laws applicable to its use.

4.2 Access Credentials. Customer is responsible for keeping its Access Credentials (as defined below) associated with the Services confidential. Customer will not sell or transfer the Access Credentials to any other person or entity. Customer will promptly notify Quick Quack upon learning about any unauthorized access to Customer’s Access Credentials. As used herein, “**Access Credentials**” means any username, email address, identification number, password, license plate or license plate number, access key or token, PIN, voucher, fleet card, or other method, technology or device used, alone or in combination, to verify a customer and/or access the Services.

5. Customer’s Acts or Omissions. If Quick Quack’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, consultants, or employees, Quick Quack shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Commercial | Agreement



6. Change Orders.

6.1 If Customer wishes to change the scope of the Services, it shall submit details of the requested change to Quick Quack in writing. Quick Quack shall, within a reasonable time after such request, provide a written estimate to Customer of any necessary variations to the fees and other charges for the Services arising from the change.

6.2 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 19.

6.3 Notwithstanding Section 6.1 and Section 6.2, Quick Quack may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees set forth in the Order Confirmation.

7. Representations and Warranties. Customer represents and warrants to Quick Quack that: (a) Its use of the Services shall comply with all applicable federal, state and local Laws; (b) It is not currently restricted from using the Services, or not otherwise prohibited from having an Account for the Services; (c) It is not a competitor of the Services and is not using the Services for reasons that are in competition with the Services or any other product or service offered by Quick Quack; (d) it has full power and authority to enter into and perform this Agreement, and doing so will not violate any other agreement to which it is a party; (e) it will not violate any rights of Quick Quack, including intellectual property rights such as copyright or trademark rights; and (f) It agrees to provide at its cost anything necessary to use the Services.

8. Fees and Payment.

8.1 Fees and Expenses. In consideration of the provision of the Services by Quick Quack and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation.

8.2 Payment Terms. Customer shall pay all invoiced amounts due to Quick Quack on receipt but in no event later than thirty (30) days of the date of Quick Quack's invoice. Customer shall make all payments hereunder in US dollars by one of the following methods: (a) paper check; or (b) credit card payment. Customer may make payments by electronic funds transfer ("EFT") with electronically mailed remittance in the event Quick Quack gives notice in writing that such payment method is acceptable. Customer hereby allows Quick Quack to store (or cause a third party to store on behalf of Quick Quack) Customer's payment information for payment of invoices in accordance with this Agreement.

8.3 Interest on Late Payments. In the event payments are not received by Quick Quack within the required period, Quick Quack may: (a) charge interest on any such unpaid amounts at a rate of one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted under applicable Law, from the date such payment was due until the date paid; and (b) suspend performance for all Services until payment has been made in full.

8.4 Refunds. All payments made to Quick Quack or amounts accruing to Quick Quack in connection with the Services are non-refundable, and Quick Quack does not offer, and is not required to provide, any refunds, pro-rations or credits. There is no circumstance in which Customer will be entitled to, or Quick Quack is required to provide, a refund, pro-ration or credit, including, without limitation, refunds, pro-rations or credits arising from changes to Customer's Account mid-billing cycle. Quick Quack may provide a refund, pro-ration or credit in its sole discretion in a manner Quick Quack deems reasonable.

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Quick Quack
CAR WASH
Don't Drive Dirty.com



9. Term and Termination.

9.1 Term. The period from the Start Date to the End Date is referred to herein as the “**Initial Term.**” This Agreement will renew automatically on the terms and conditions set forth herein (as may be amended or modified from time to time in accordance herewith) for a period equal to the Initial Term following the End Date (rounded up to the next whole month) (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”).

9.2 Termination. Customer may terminate this Agreement by providing to Quick Quack written notice of its intent not to renew the Term at least fourteen (14) days in advance of the expiration of the then-current Initial Term or Renewal Term, as the case may be. In addition to any remedies that may be provided under this Agreement, Quick Quack may terminate this Agreement with immediate effect upon written notice to Customer at any time for any reason or no reason.

9.3 Effect of Termination. Upon termination of this Agreement, all fees for Services incurred up to and including the date of termination shall immediately become due and payable. If Customer has paid for any Services in advance, Customer shall be entitled to reimbursement for the pro rata portion of Services rendered unless Quick Quack terminates this Agreement due to a breach by Customer of this Agreement. In such case, Customer will not be entitled to any reimbursement.

10. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local Governmental Authority on any amounts payable by Customer hereunder.

11. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) of Quick Quack are owned solely by Quick Quack. Quick Quack grants no license to Customer to use any Intellectual Property Rights.

12. Confidential Information. All non-public, confidential or proprietary information of Quick Quack, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Quick Quack to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Quick Quack. Confidential Information does not include information that is (a) in the public domain, (b) known to Customer at the time of disclosure, or (c) rightfully obtained by Customer on a non-confidential basis from a third party. Customer agrees to use the Confidential Information only to make use of the Services. Quick Quack shall be entitled to injunctive relief for any violation of this Section.

13. Resolution of Complaints. Quick Quack may, in its sole discretion, respond to any complaint made by Customer with respect to the Services by either re-performing such Services or crediting the price of such Services at the pro rata contract rate.

14. Disclaimer of Warranties.

14.1 THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH NO WARRANTIES WHATSOEVER. QUICK QUACK EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

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Without limiting the generality of the foregoing or any other provision hereof, Quick Quack does not warrant that the Services will be available or that any particular Quick Quack location will be operational at all times.

14.2 CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY LIABILITY, CLAIM, DAMAGES, LOSS, COST OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, THAT RESULTS FROM OR ARISES FROM CUSTOMER'S USE OF THE SERVICES.

15. Limitation of Liability.

15.1 IN NO EVENT SHALL QUICK QUACK BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT QUICK QUACK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 IN NO EVENT SHALL QUICK QUACK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO QUICK QUACK IN THE TWELVE (12) MONTHS PRECEDING CAUSE OF THE LIABILITY PURSUANT TO THE APPLICABLE ORDER CONFIRMATION.

15.3 The limitations of liability set forth in Section 15.2 may not be permitted in some jurisdictions. To the limited extent such limitations of liability are not permitted in an applicable jurisdiction, then the limitation of liability set forth in Section 15.2 shall not apply to (i) liability resulting from Quick Quack's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Quick Quack's negligent acts or omissions.

16. Indemnification. Customer agrees to indemnify and hold harmless Quick Quack, its affiliates, and its subsidiaries, and their respective officers, directors, managers, shareholders, members, employees, and agents, from any and all claims, losses, damages, liabilities and any other costs and expenses (including attorneys' fees), arising from or related to a claim (i) due to Customer's failure to comply with this Agreement, or (ii) due to Customer's negligence or willful misconduct or use of the Services in a manner not authorized by this Agreement.

17. Investigation. Quick Quack reserves the right to investigate violations of this Agreement or any other policies of Quick Quack or the Services, or any other violations of Law and to pursue any remedy available to Quick Quack whether at law, in equity or otherwise. Customer hereby acknowledges and agrees that Quick Quack may notify, involve and cooperate with law enforcement authorities in investigating and prosecuting customers who violate this Agreement or any other policies of Quick Quack or the Services, and any other violations of Law. Customer further acknowledges and agrees that Quick Quack may, in its sole discretion, suspend or cancel the membership of, and terminate this Agreement with, Customer if Customer breaches this Agreement. A breach includes, without limitation, Customer's failure to make any and all payments when due. Notwithstanding anything to the contrary, Quick Quack may refuse, in its sole discretion, to permit any use of the Services, and may refuse to permit any person to use the Services for any reason at any time.

18. Audit. Quick Quack has the right at any time to audit Vendor's use of, and books and records relating to, the Services or this Agreement. Vendor shall provide Quick Quack with all information reasonably requested by Quick Quack in connection with the audit. Quick Quack shall be afforded access to all of Customer's records, and shall be allowed to interview any of Customer's employees pursuant to the provisions of this Section. If as a result of an audit, Quick Quack finds that it has incorrectly charged for any costs, fees or Services, vendor will promptly remit the amount of the discrepancy to Quick Quack.

19. Modification.

Commercial | Agreement



19.1 Notwithstanding anything in Section 20.12, Customer acknowledges and agrees that Quick Quack has the right, in its sole discretion, to modify the Services from time to time, and that modified terms for the Services become effective on notice to Customer. Customer will be notified of modifications by email to an email address associated with Customer's Account, even if Quick Quack has other contact information, to alert Customer to any modifications. Customer is responsible for reviewing and becoming familiar with any such modifications. Quick Quack will endeavor to provide at least seven (7) days' advance notice of changes to any service level that Quick Quack reasonably anticipates may result in a material reduction in quality or Services. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

19.2 Notwithstanding the foregoing or anything to the contrary, (a) Quick Quack reserves the right from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof); and (b) Quick Quack shall not be liable to Customer, or to any third party, for any damages, costs, expenses or other liabilities related to any modification, suspension or discontinuance of the Services.

19.3 Without limiting the foregoing, any amendments or modifications to fees to be paid under this Agreement shall not be effective during a then-current Initial Term or Renewal Term unless set forth in a Change Order or a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party; *provided, however*, that Quick Quack may amend or modify the fees to be paid under this Agreement for the next Renewal Term by giving notice to Customer of such amendment or modification in accordance with Section 19.1 or Section 20.12, and such amendment or modification shall become effective automatically on the start of the next Renewal Term. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified fees.

20. General Terms.

20.1 Privacy Policy. By accessing, using, and providing information to or through the Services, Customer acknowledges that it has reviewed and accepted Quick Quack's Privacy Policy (available at: <https://www.dontdrivedirty.com/privacy-policy/>), and Customer consents to all actions taken by Quick Quack with respect to Customer's information in compliance with the then-current version of Quick Quack's Privacy Policy.

20.2 Waiver. No waiver by Quick Quack of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Quick Quack. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20.3 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Quick Quack hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) Government Order, Law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) consecutive days following written notice given by it under this Section 20.3, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

Commercial | Agreement



20.4 Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Quick Quack. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

20.5 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20.6 No Third-Party Beneficiaries. Except for Quick Quack's affiliates and subsidiaries which are third-party beneficiaries of this Agreement, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

20.7 Arbitration. IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS, OR AS SET FORTH IN SECTION 20.11) BETWEEN CUSTOMER AND QUICK QUACK ("QUICK QUACK" AS USED IN THIS PROVISION MEANS QUICK QUACK, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), CUSTOMER AND QUICK QUACK CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION RATHER THAN LITIGATE THE DISPUTE IN COURT. CUSTOMER AND QUICK QUACK ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN CUSTOMER AND QUICK QUACK. IN ADDITION, CUSTOMER AGREES NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER CUSTOMER'S ACCOUNT, IF QUICK QUACK IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING ANY ALLEGED UNCONSCIONABILITY.

20.8 Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than those of the State of California.

20.9 Submission to Jurisdiction. Any legal suit, action, or proceeding not required to be resolved in accordance with Section 20.7 shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Roseville and County of Placer, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20.10 Attorneys' Fees. In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

20.11 Equitable Remedies. Customer agrees that Quick Quack would be irreparably damaged if this Agreement were not specifically followed and enforced. In such an event, Customer agrees that Quick Quack shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event Customer breaches this Agreement, and that the awarding of equitable relief to Quick Quack will not limit its ability to receive remedies that are otherwise available to Quick Quack under applicable Laws. Notwithstanding Section 20.7, Customer agrees that Quick Quack shall still be allowed to apply for equitable relief in any jurisdiction.

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20.12 Notices. Except as set forth herein, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and, if to Quick Quack, addressed to 1380 Lead Hill Blvd #260 Roseville, CA 95661, and, if to Customer, addressed at the address set forth in the Order Confirmation, or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20.13 Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

20.14 Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 10 (Taxes), 11 (Intellectual Property), 12 (Confidentiality), 14 (Disclaimer of Warranties), 15 (Limitation of Liabilities), 16 (Indemnification), and 20 (General Terms).

20.15 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Fleet Sales | Agreement



Business Name: _____ Contact Name: _____

Car Information:

	State of Registration	License Plate #	Make	Model	Year	Color
1						
2						
3						
4						
5						
6						
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28						
29						
30						

Customer (Initials)

Quick Quack Car Wash (Initials)

Fleet Sales | Agreement



Business Name: _____ Contact Name: _____

Car Information:

	State of Registration	License Plate #	Make	Model	Year	Color
31						
32						
33						
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Customer (Initials)

Quick Quack Car Wash (Initials)

Fleet Sales | Agreement



Business Name: _____ Contact Name: _____

Car Information:

	State of Registration	License Plate #	Make	Model	Year	Color
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Customer (Initials)

Quick Quack Car Wash (Initials)