



Fundraising Terms & Conditions

These terms and conditions (the “Fundraising Terms”) govern the operation of a Car Wash Fundraising Program (the “Program”) by the Organization with the assistance of and at a location of Wave Car Wash (the “Company” or “Wave”). Wave employees do ALL the washing, drying, vacuuming, detailing, sales transactions, and handling of the cars. Wave employees also reserve the right to turn away any car from the Program for reasons consistent with Wave’s business operations and policies.

The Program consists of the Company providing an allotted time frame for the Organization to promote their fundraiser on-site at Wave Car Wash. At the end of the fundraiser, Wave will pay the Organization \$5 per new membership or \$1 per car for individual car washes derived from the Organizations efforts within the hours of the Program, provided that the Organization has sufficient participants remaining on-site for the entire duration of the Program and maintaining a faithful effort as described in the Obligations of the Organization below.

Obligations of Wave

The Company shall have the obligation to do the following:

1. Provide the service necessary to conduct the Program.
2. Provide a payment to the Organization within 30 days of the Program event.
3. Provide a four (4) hour window for the Organization to conduct the Program.
4. The amount of the payment will be equal to \$5 per new membership or \$1 per car for individual car washes within the hours of the Program, if and only if the Obligations of the Organization are upheld.
5. Share the event on our social media pages.

Obligations of the Organization

1. Designate members and/or employees of the Organization to coordinate and actively promote the Program.
 - a. Provide signage that indicates the Organization is being promoted on-site
 - i. A minimum of five (5) signs shall be used by Organization representatives
 - ii. Signs must be already made and must be a minimum of 24”x 36”
 - iii. Signs should include terms like “Fundraiser” or “Support” along with the Organizations name.
 - b. A minimum of five (5) shares of the event on various social media outlets.
2. Have a minimum of ten (10) people actively participating for the entire Program.
 - a. Please have your representatives show up thirty (30) minutes prior to the Program start time.



3. Have a minimum of one (1) parent or identified supervisor of the Organization for every ten (10) persons under the age of eighteen (18). For example, ten (10) persons under the age of 18 requires one (1) parent/supervisor, eleven (11) persons under the age of 18 requires two (2) parents/supervisors.
 - a. A parent or supervisor must be at least twenty-five (25) years of age.
 - b. All participants must be at least eight (8) years old.
 - c. An additional parent/supervisor is required for every three (3) persons under the age of twelve (12). For example, if there are ten (10) participants, four (4) of which are between the ages of eight (8) and eleven (11), then three (3) parents/supervisors are required.
4. Comply with all state and federal laws applicable to the Program, including but not limited to any applicable state sales tax and use tax requirements.
5. Conduct the Program in a safe and professional manner, which includes, but is not limited to:
 - a. No Organization representatives is to stand at the paved entrance/exit of the site, nor the exit of the car wash tunnel. Representative will not obstruct the flow of traffic on-site. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL WAVE OR ITS MANAGERS, MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO ANYONE FOR PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND CAUSED BY A PERSON OR HIS/HER PROPERTY BEING IN ANY OF THOSE PLACES ON-SITE.**
 - b. No Organization representatives is to encourage customers on-site to honk their horn.
 - c. Organization representatives should not use vulgar or profane language on-site.
 - d. Organization representatives must actively participate for the entire duration of the Program.
 - e. Organization representatives must be fully clothed and clothing should be work appropriate. That is, there shall be no clothing worn with:
 - i. vulgar language.
 - ii. drug/alcohol references.
 - iii. graphic or lewd images.
 - iv. generally offensive material.
 - f. No cell phone usage when actively participating in the Program.
 - g. No tobacco products should be used while on-site.

Wave reserves the right to exclude any person from its site who violates the foregoing rules about the conducting of the Program.

6. The Organization will be required to provide Wave at least _____ () days prior to the scheduled Program date with written proof of liability insurance coverage in a form and on terms acceptable to Wave.



Use of Photography and Videography

In consideration of the parties entering into this agreement and with the knowledge and consent of the parties that no further consideration is to be paid for the consents given in this section of the agreement:

The Organization and its members understand that by completing an application, the Organization is giving the Company permission to use any photos or videos taken during the Program for social media and marketing materials for Wave.

The Company understands that the Organization may use any photos or videos taken during the Program for social media and marketing materials.

The Organization's participants at the Program may be required to sign a consent form consistent with the provisions of this section of the agreement, including releasing the Company from any liability which may arise from the use of their images or names in any one or more of the following: news media stories, promotional materials, written articles, videotape or photographs.

Terms

Each Organization may only participate in a Program once per calendar year.

The Company may not conduct more than one Program per calendar month.

The Program shall transpire on any given weekday, Monday through Friday, from 4 p.m. – 8 p.m.; or on a Sunday from 10 a.m. – 2 p.m.; 12 p.m. – 4 p.m.; or 2 p.m. – 6 p.m.

These Terms contains all the covenants between Wave and the Organization and no agent or representative of Wave or the Organization has authority to change any of the terms or conditions outlined in this document. The Organization agrees that no oral or written statements, promises, representations or guarantees by Wave, other than those contained in these Terms, have been made to the Organization.

Inclement Weather

In the event that Wave has to cancel the scheduled Program due to inclement weather or an equipment failure on-site, the Company will do its best to reschedule the Program.



Binding Agreement

By agreeing to participate in the Program, Wave and the Organization agree to the Terms contained in the entirety of this document. These Terms shall be binding upon all administrators, successors and assigns of both Wave and the Organization. In the event the Program is cancelled less than 15 days prior to the scheduled Program date, the Organization will have to wait a minimum of six (6) months from the scheduled Program Date before reapplying for another Program.

Status of Parties

Wave and the Organization are each independent entities. Neither Wave nor the Organization are acting as an agent for the other.

Indemnification

The Organization agrees to indemnify Wave from and against all claims by third parties resulting from the Organization's use of Wave's business premises, specifically including, without limitation, any claim, liability, loss, damage, attorney's fees, and expenses incurred in the defense of any claim, action, or proceeding arising therefrom except for the Company's willful or grossly negligent conduct, the Organization assumes all risk of damage to the property or injury to person in or about the Company's business premises from any cause and the Organization waives all such claims against the Company.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws' provisions of that or any other state.