

Rehab Garage LLC. ®

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rehabgarage@rehabgarage.com

RehabGarage.com

PROJECT CONTRACT

Customer: (Please fill in the blanks)

Name: _____

Address: _____ City: _____ Zip: _____

Phone: _____ ALT: _____

Email: _____

Vehicle:

Year: _____ Make: _____ Model: _____

Engine: _____ Trans: _____

Other: _____

It is the goal of Rehab Garage LLC to provide the best quality workmanship possible for your project. We take pride in our ability to provide the necessary services and facility to accomplish this goal.

In order to accomplish our mission, it is important that every possibly known scenario is discussed and or described to you prior to beginning your project so you are well informed and prepared to begin and finish your project. Some items or decisions you will need to make may not arise until further into your project. We will provide you with the best possible information we can provide so that you can make informed decisions about your project.

Please read through this contract thoroughly. This contract is designed to inform you of our operating procedures, our responsibilities, and your responsibilities as a customer of Rehab Garage LLC. If you have any questions, we will be glad to answer them for you.

Policies & Procedures

This contract is to inform the customer on the policies and procedures of the restoration process that we follow at Rehab Garage LLC. The restoration and/or repair of any vehicle can and is a lengthy and possibly an expensive process. It is a commitment both in time and money for the customer and Rehab Garage LLC. It is our goal to work with you as the customer to ensure that you understand the commitment to time and money required by you to start and finish your restoration project. This agreement is signed and dated by both parties prior to any work being done on your project to ensure that there are no misunderstandings about the process, payment requirements, warranties, and/or any other items related to the process of completing your restoration project.

Terms:

1.)

ESTIMATES OR QUOTES- Because of the unknown variables associated with any restoration (including but not limited to- condition of body, frame, electrical, broken parts etc..), there will be NO ESTIMATES or QOUTES of the total cost or repairs or restorations for ANY item required to complete your project. All repairs, restorations, or replacements required for your project will be charged on a time and material basis ONLY. All time is logged daily by time logs. Materials are logged by receipt plus a standard 35% mark-up added to the retail cost of the item. Any verbal conversation about your project cost **DOES NOT** constitute an estimate or quote of cost or time needed for your project. **There is no such thing as a verbal estimate or quote of any kind. As a customer of Rehab Garage LLC, you are purchasing our time in one hour increments to work on your project.**

2.) **SCHEDULE AND DEPOSIT** – Rehab Garage LLC operates on a tight schedule due to the vast difference in project requirements. Because each project has its own unique items to complete, we do not offer completion dates on ANY project. We work as efficiently as possible to complete items as they are required and/or materials are available. **SOME PROJECTS CAN TAKE LONGER THAN EXPECTED.** Be patient. Quality takes time.

Any Deposits paid by you for your project are considered “credit” you have to spend on your project through Rehab Garage LLC. Your remaining amount of “credit” is tracked daily.

3.) **“STAND BY” DEPOSIT** - If required, due to any current scheduled projects at the time of this contract signing, a **“Stand by Deposit”** may be required upon signing of this agreement to schedule a spot in line on our waiting list. The **“Stand by”** deposit for any project is **\$2500.00.** The **“Stand by”** deposit will be applied to your project once it begins. This standby deposit holds your place in schedule ONLY. There is no guaranteed time frame for when your project may start.

Any project in **“Stand by”** status can **NOT** be at the Rehab Garage LLC facility prior to the scheduled start time. If you choose to remove your project from our schedule prior to the

project beginning, **\$1000** of the “Stand by” deposit is **NON-REFUNDABLE**. The remaining balance will be refunded to you 30 days after cancellation of the project by you.

IN THE CASE OF YOUR PROJECT NOT STARTING WITHIN ONE YEAR OF YOUR “STAND BY” DEPOSIT BEING PAID BECAUSE OF SCHEDULE AVAILABILITY; YOU CAN CANCEL YOUR PROJECT AND THE FULL AMOUNT OF \$2500 WILL BE REFUNDED TO YOU WITHIN 30 DAYS OF CANCELLATION

If you need a place to store the vehicle while you are waiting for your project slot to be ready, we offer storage services on a monthly basis as a separate service. (Please contact your representative for more information on storage services)

- 4.) **“START UP” DEPOSIT** – The “Start Up” deposit for your project will be DETERMINED BY THE SIZE OF YOUR PROJECT AT CONTRACT SIGNING (See Descriptions in section 4).
- 5.) **“WORKING” DEPOSIT** – A “Working” Deposit will be required to be paid to continue work on your project when the **Start-up Deposit** is depleted down to **10%** remaining and each time after a deposit is depleted similarly until the project is complete. **REHAB GARAGE LLC DOES NOT DO ANY WORK WITH A DEPOSIT AMOUNT IN PLACE.**

ALL PROJECTS CONSIDERED A LARGE PROJECT (OVER \$20,000.00 IN COST ESTIMATED) ARE REQUIRED TO PAY A MINIMUM OF \$20,000.00 PER WORKING DEPOSIT PAYMENT.

ALL PROJECTS CONSIDERED A SMALL PROJECT (UNDER \$20,000.00 IN COST ESTIMATED) ARE REQUIRED TO PAY A MINIMUM OF \$5,000.00 PER WORKING DEPOSIT PAYMENT.

FAILURE TO PAY THE REQUIRED WORKING DEPOSIT AMOUNT WILL CONSTITUTE STOPPAGE OF YOUR PROJECT IMMEDIATELY. (See section 6 for explanation of actions taken for stopping a project.)

- 6.) **PROJECT PROCESS** – Each project that comes into our shop is different and requires different procedures. Because of these differences, each project that is in line one behind the other can affect the start or finish time of the preceding project. This means that sometimes your project may be waiting for work to be done for an undetermined period of time. Your project will move through each step as quickly as needed to insure quality standards can be maintained. Sometimes this may become frustrating to you as a customer but please understand you are paying for quality. Quality requires time. Any time you have a question or concern about how your project is moving forward, we will be glad to review it with you. During your project some plans may change based on damage found, cost issues, customer choices, etc.

Project process categories are as follows:

- a.) **BUILD MEETING -**
- b.) **Check In/Inspection**
- c.) **Disassembly/Inventory**
- d.) **Media Blasting/Stripping & Epoxy application**
- e.) **Fabrication**
- f.) **Mechanical**

- g.) Body Work
- h.) Paint Application
- i.) Body/Chassis
- j.) Reassembly -Body/Chassis
- k.) Reassembly – Drivetrain
- l.) Reassembly -Accessory/Trim/Finish items
- m.) Interior Install/Build
- n.) Research
- o.) Cut & Polish
- p.) Final Inspection
- q.) Test & Tune
- r.) Pick up/ Delivery
- s.) Parts

Each category listed above will appear on your work order as needed.

- 7.) **PAYMENT** – Unless other arrangements are made prior to this agreement and listed in the “OTHER” category on this agreement, the customer will be responsible for payment immediately when you are initially notified whether in person, verbally or in writing that you are at **10%** remaining of your current **Working Deposit**. Billing will be available for review on each Friday and can be sent out by email upon request. We will be calling you on frequently for your billing update. **Any overdue “Working” deposit not paid within 36 hours OR 3 BUSINESS DAYS of the first notification will constitute stopping any work being done on your project until payment is made.**
- 8.) **PROJECT STOPPING/LATE PAYMENTS** - If your project is stopped for any reason for more than 1 week, **THE PROJECT WILL BE PULLED FROM THE CURRENT SCHEDULE** and a storage fee of **\$20.00 per day** will be applied to your invoice. If you project is pulled from the current schedule and you wish to get back on the schedule, the next available time slot will be yours.
- 9.) **STORAGE** – Projects considered to be in storage **MAY NOT** be stored inside. The vehicle or project may be stored outside on the Rehab Garage property. Rehab Garage is **NOT** responsible for any damage to a project caused by or being in the state of “storage”.
ALL STORAGE FEES ARE DUE AT THE END OF EACH CALENDAR MONTH.
ALL CURRENT OR OVERDUE STORAGE FEES MUST BE PAID IN FULL BEFORE THE PROJECT CAN BE PLACED BACK IN SCHEDULE OR REMOVED FROM THE REHAB GARAGE LLC PROPERTY.

10.) **Work Orders** – All work orders will include labor time spent on your project, parts, materials, supplies, and fees needed for your job needed during the project. Labor hour descriptions are intended to define the scope of work performed and may not include every detail of work performed. Labor hours may also include multiple staff members working on your project at the same time.

Parts will be included on the Work Order needed for your project. Any shipping cost, handling cost, EPA fees, and shop supply fees will also be included.

Time logs are kept on a daily basis for each project worked on that day for the purpose of billing and verification. Photos are taken as much as possible for documentation. Any photos of your project can be provided upon request.

ANY WORK ORDER WITH AN OUTSTANDING BALANCE NOT PAID WITH IN 30 DAYS WILL INCUR A 5% LATE FEE PER MONTH UNTIL PAID IN FULL.

11.) **FEES AND LABOR RATE** –

\$145.00 per labor hour

8.25% Taxes on parts and supplies if applicable.

3% Shop Supply fee per workorder total for consumables.

2% EPA fee as applies

Credit Card Payments will have an additional 3% transaction fee.

12.) **INSURANCE** – Every customer is required to provide insurance to cover the market value of the project while it is in Rehab Garage LLC's possession. We are NOT responsible for loss, theft, or damage not caused by our staff or vendors.

13.) **TITLE** – You, the customer, assures that the vehicle you requested us to work on is titled in your name as the owner or that you have express permission to authorize the work requested. If you cannot provide proof of ownership you WILL be responsible for all cost related to that vehicle and project no matter what.

14.) **PROJECT STOP** – Rahab Garage and the customer listed on this contract share the right to stop the project at any time during the project. The customer can remove the vehicle from the shop at the time that all outstanding invoices are paid in full or any credits owed to the customer are paid. Credits will be paid **30 days** after project stopping upon written request from the customer or written notice from Rehab Garage LLC to the customer. If the project is not removed within **TWO WEEKS** of the project stop, a storage fee will be added of **\$20 per day** until pickup of the project by the customer. There is no guarantee that the vehicle will be stored inside during this time.

15.) **CHANGES, UPDATES, ADDITIONS** – We prefer that you visit the shop as much as you would like to see the progress of your project during normal business hours. Any items that need repair, or replacement that were not known at the start of the project will be billed as they go. We make every effort to update you by phone, email, or other means of any items that need decisions about like and type or process or repair options that might arise during your project. This is done so that you can make decisions such as these. It is our job to help you make sound decisions about your project. We are here to help you with experienced and knowledgeable advice. This DOES NOT apply to every individual item needed. At the beginning of your project a starting “WORK ORDER” will be made with the known items that you would like repaired, built, replaced, or applied. ANY items that are added during the project **MUST BE** documented by email, Work Order, or other means of documentation. A customer’s refusal to document or lack of effort to document **will not** constitute a failure on the part of Rehab Garage LLC. Single items already included as “assumed” or “as needed” will be done as needed without previous approval by the customer. We will however advise you through as many issues as possible.

16.) **WARRANTY** – Please refer to the “WARRANTY NOTICE” provided to you for details.

17.) **DISPUTES** – Any disputes between the customer and Rehab garage LLC related to this contract or the project related to this contract **MUST** be resolved thru mediation prior to any civil action filings from either party. By signing below, you agree to this term and understand that if civil action for any dispute is taken prior to mediation, the agreement is and will be void and you release REHAB GARAGE LLC and its staff, owners, partners and vendors from any liability for any part of this agreement.

18.) **OTHER – AMENDMENTS:**

By signing below, I, _____ (print name), do understand all of the terms, conditions, and requirements of this agreement and I do agree to each item in this agreement.

REHAB GARAGE LLC _____

DATE: _____

Customer Signature _____

DATE: _____

NOTICE

Warranty Information

for

REHAB GARAGE LLC

In the case that an issue arises on your vehicle that fails that was included in a work order performed by Rehab Garage LLC's staff and/or owners, we offer warranties to cover these issues. These warranties cover the cost of labor **ONLY** to correct the specific issue that may be covered. Any additional issues that are not part of the original requested repairs or original work performed are not covered under warranty and may constitute a cost to the customer. Parts and Materials are not covered under warranty except when the part or material is covered by the Manufacture of that part or material. Rehab Garage LLC warranties labor for work performed by our staff as follows:

Blasting & Disassembly:

Because of the nature of these tasks there is no warranty of any kind on media blasting or disassembly.

Fabrication:

One (1) year warranty on labor only for any fabrication except for minor repairs attached to unrepaired areas NOT included in the work that was requested by the customer to NOT be repaired or prepped properly. Parts are only warrantied by manufactures when applicable.

Mechanical:

One (1) year warranty on all labor. This does not cover parts that are NOT requested to be repaired but are connected or work in tandem with the repaired or replaced parts that were requested to be repaired by the customer. Parts are only warrantied by manufactures when applicable. This warranty includes electrical only when the entire electrical system has been replaced by Rehab Garage LLC. Electrical repairs to older existing wiring has NO warranty of any kind except for the application of the specific repair only.

New or Rebuilt engines and transmissions:

Any short block or Long Block engine or transmissions that are built from new or rebuilt by Rehab Garage LLC is covered for One (1) year or 2000 miles except for engines or transmissions that are considered “not stock” and have had performance parts installed that increase the horsepower and/ or performance above the original factory specifications. Any “not stock” engine or transmissions built by Rehab Garage LLC are covered for 90 days or 150 miles for ASSEMBLY FAILURE ONLY. Any damage caused by extreme use or use beyond the recommended limits of the engine or transmission will NOT be covered under any warranty by Rehab Garage LLC or its vendors.

All engines and transmissions rebuilt or built new by Rehab Garage LLC require a thorough inspection and a fluid change on or before 150 miles or 30 days from final work inspection and acceptance by the customer, whichever comes first. Failure of the customer to schedule and have this required inspection and fluid change done by Rehab Garage LLC only, on or before the 150 miles or the 30 day time frame, **WILL VOID ALL WARRANTIES** on the engine or transmission indefinitely.

Paint and Body:

We offer a three (3) year warranty on the application labor or applications where we apply the paint and/or body material on new or bare surfaces properly prepared by Rehab Garage LLC staff such as metal, fiberglass, plastic etc. Any application requested by the customer to apply any paint or body product over old or existing products already on the vehicle is **NOT** warranted in any way. Failure of the customer to follow the care instructions in detail provided by Rehab Garage LLC for the care of ANY paint or body application performed by Rehab Garage LLC on the applicable vehicle, **WILL VOID ALL WARRANTIES** on **ALL** paint applications on the vehicle.

Upholstery:

One (1) year warranty on all labor. Materials used are not warranted by Rehab Garage LLC.

Failure of the customer to follow the care instructions provided by Rehab Garage LLC for any materials used in the upholstery install or repairs done on the vehicle **WILL VOID ALL WARRANTIES** indefinitely.

Reassembly:

One (1) year warranty on all labor. Parts are only warranted by manufactures when applicable.

Rehab Garage does NOT warranty parts of any kind for failures. Parts are covered for warranty by the manufacture of that part when applicable by the manufacture.

Rehab Garage LLC does not warranty items or labor that fail due to normal wear and use, nor does the warranties cover any damage or failures caused by neglect or extreme use of the vehicle not typical for that vehicle or part.

Rehab Garage LLC does not warranty repairs if there is proof that the customer has made efforts to repair or tampered with the repairs in question after the alleged failure and before Rehab Garage LLC has had reasonable and a scheduled opportunity to resolve the issue. DO NOT ATTEMPT TO REPAIR, ALTER, CHANGE, OR REMOVE ITEMS that may be covered under warranty prior to Rehab Garage staff and owners inspecting the vehicle, and if necessary, repairing, resolving, or replacing the issue. Non-compliance of these instructions by the customer WILL VOID ALL WARRANTIES that may have applied.

The customer is responsible to notify Rehab Garage LLC in writing within one week or 7 days of the discovery of any issue that maybe covered under warranty. Failure to notify Rehab Garage LLC of an issue in writing of any potentially warrantied item within 7 days of discovery WILL VOID the warranty that covers the issue indefinitely.