

# Rehab Garage LLC. ®

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RehabGarage.com

## 2023

### CUSTOMER SERVICE 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 as we begin and progress through 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, 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.

### STEPS IN THE PROCESS:

#### 1.) FIRST VISIT TO THE FACILITY:

Once you as the customer has visited our facility, and you have decided to move forward with your project, we will set you an appointment for your first **“Build Meeting”**. During the time between your visit and your Build Meeting you will need to review and fill out a **Customer Information Form** document to better help us plan your project. We will also provide you with a copy of this contract for you to review, fill out, and sign prior to your Build Meeting. On the date of your Build Meeting, you will need to bring:

- a.) **This signed contract and the “Customer Information Form”**
- b.) **The project vehicle will need to be delivered to Rehab Garage**
- c.) **Your initial payment for deposit (SEE SECTION 2)**

#### 2.) BUILD MEETING:

This meeting is where we will sit with you and go over every item that we believe will be involved in completing your project. We will examine your car, make notes, take pictures and create a list of items to be completed for your project based on what can be seen at that time. This list will include any of the items you listed in your information form and the list of items we recommend as well. We will develop a **“Scope of Work”** that will list all the items known at that time. Once you agree on the **“Scope of Work”** items, you will be required to sign a contract and pay a deposit payment to get your project started. This deposit is called a **“Working Deposit”**. Once the contract is signed and you have paid your first deposit, we will be beginning the **“Quote Process”** (SEE SECTION 3)

**Standard and Start Up Working Deposit amount for a full or major restoration is a minimum of \$25,000.00. (SEE SECTION 7)**

**For smaller projects the minimum Standard and Start Up Working Deposit is \$10,000.00 (any project assumed to be under \$25,000.00).**

3.) **QUOTE PROCESS:**

For each Item or category, we will assemble a quote for the labor cost of the items in that category from the Scope of Work items. This quote will be sent to you for approval. When you approve the quote, you will be agreeing to have Rehab Garage LLC complete those items on the quote on your behalf and you are agreeing to pay for those items with money from your deposit and or additional payments made by you upfront. Any items that arise during the process of your project that were NOT on the Scope of Work, will be added to a Change Order form, quoted for labor cost and submitted to you for approval. This may or may not include a quote for parts needed. Parts quotes will be sent for larger orders and or larger items as they are known prior to being ordered. **NOTE: Unknown items such as consumables and small parts items will not be sent to you for approval. These items will automatically be billed to you. Most of these items are not a “known” item able to be quoted prior. You as the customer agree, upon signing this contract, that you will pay for these items as well as the quoted items you approve.**

4.) **CHANGE ORDERS:**

All labor items that are found during the repair process that are or were not included in the original Scope of Work form must be documented and submitted to you with a quoted price to repair. This submitted Change Order will be sent to you as soon as possible and will require you to approve the item or items to be completed and the labor price for the item or items. Change Order must be paid upfront from your deposited funds and or from an additional payment you must make within 48 business hours from the approval of the quote. This may or may not include a quote for parts needed.

5.) **PARTS:**

Rehab Garage LLC will provide you with multiple “Quotes for Parts” lists for your project as the project progresses. All parts that we research, locate, order, handle, inventory, install or otherwise are marked up to a maximum of 35% from the order price. **NOTE: By signing this agreement you, as the customer, agree to allow Rehab Garage LLC to automatically charge any part needed for your project that does not exceed \$350 in price WITHOUT your prior approval. You, as the customer, agree to pay for all parts and or supplies that are automatically billed to you for your project even without approval including but not limited to consumables.**

6.) **“START UP” DEPOSIT** – The “Start Up” deposit for your project will be DETERMINED BY THE SIZE OF YOUR PROJECT AT CONTRACT SIGNING. (SEE SECTION 4)

7.) **STANDARD “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 **20%** remaining and each time after a deposit is depleted similarly until the project is complete. **REHAB GARAGE LLC DOES NOT DO ANY WORK WITHOUT A DEPOSIT AMOUNT IN PLACE. FAILURE TO PAY THE REQUIRED WORKING DEPOSIT AMOUNT IN THE ALOTTED TIME, WILL CONSTITUTE STOPPAGE OF YOUR PROJECT IMMEDIATELY. (SEE SECTION 11 for explanation of actions taken for stopping a project.)**

8.) **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. Your project will move through each step as quickly as needed to ensure 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:**

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

**Disassembly**

**Fabrication/Mock-up**

**Mock Down**

**Mechanical & Wiring**

**Paint & Body work**

**Interior/Upholstery**

**Reassembly**

**Test/Tune**

**Final Inspection**

**Diagnostic**

**Research**

**\*Rehab Garage LLC reserves the right to add a new category at any time if needed.**

9.) **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 **20%** remaining of your current **Working Deposit**. Account statements will be sent to you on the first of each month or as possible. You can also request by email an account statement at any time. **Any overdue “Working” deposit not paid within 2 BUSINESS DAYS of the first notification will constitute stopping any work being done on your project until payment is made.**

Payments can be made by Cash, Check, Credit Card, or Wire transfer.

10.) **LATE PAYMENT** - ANY PAYMENT OWED BY YOU NOT PAID WITHIN **3 BUSINESS DAYS** WILL AUTOMATICALLY INCUR A LATE FEE OF **\$50 PER DAY** AND YOUR PROJECT MAY BE REMOVED FROM THE WORK SCHEDULE. THE LATE FEE WILL CONTINUE UNTIL ALL OVERDUE PAYMENTS ARE PAID IN FULL YOU.

11.) **PROJECT STOPPING-** IF YOUR PROJECT STOPS FOR **ONE WEEK OR MORE** BECAUSE OF FAILURE BY YOU TO:

- a.) PAY ANY AND ALL DEPOSIT OR CHANGE ORDER INVOICES THAT ARE DUE OR,
- b.) FAILURE ON YOUR PART TO PROVIDE DECISIONS FOR PROJECT ITEMS NEEDED TO MOVE FORWARD,

THE PROJECT WILL BE PULLED FROM THE CURRENT WORKING SCHEDULE AND A STORAGE FEE OF **\$30.00 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 as it becomes available.

12.) **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 BEFORE BEING REMOVED FROM THE REHAB GARAGE LLC PROPERTY.**

13.) **INVOICES** – All Invoices will include labor time spent on your project, parts, materials, supplies, and fees needed for your 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 an Invoice for your project. Any shipping cost, handling cost, EPA fees, and shop supply fees will also be included. **NOTE: All shipping cost, handling cost, EPA fees, and shop supply fees will be owed by you and WILL NOT be on any quote prior to being added to an invoice. These items are automatically added to each invoice as additional fees.**

Photos are taken as much as possible for documentation. Any photos of your project can be provided upon request.

14.) **FEES AND LABOR RATE –**

The following list is the labor rates and fees we charge for each project on the invoices as they apply:

**LABOR RATES:**

<b>Category</b>	<b>Price (each price is per labor hr.)</b>
<b>Disassembly</b>	<b>\$95.00</b>
<b>Fabrication/Mock-up</b>	<b>\$145.00</b>
<b>Mock Down</b>	<b>\$125.00</b>
<b>Mechanical &amp; Wiring</b>	<b>\$125.00</b>
<b>Paint &amp; Body work</b>	<b>\$105.00</b>
<b>Interior/Upholstery</b>	<b>\$115.00</b>
<b>Reassembly</b>	<b>\$125.00</b>
<b>Test/Tune</b>	<b>\$95.00</b>
<b>Final Inspection</b>	<b>\$75.00</b>
<b>Diagnostic</b>	<b>\$105.00 (two-hour min.)</b>
<b>Research - Labor rate is the same as the category it applies to.</b>	

**FEES:**

**These fees are charged on every invoice -**

**8.25% Taxes on parts and supplies if applicable**

**3% Shop Supply fee per Invoice total for consumables**

**2% EPA fee as applicable**

**Up to 35% mark up on all parts and materials**

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

15.) **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.

16.) **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.

17.) **PROJECT STOP** – Rehab Garage LLC 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 **ONE WEEK** of the project stopping, a storage fee will be added of **\$30 per day** until pickup of the project by the customer. **There is no guarantee that the vehicle will be stored inside during this time. (SEE SECTION 11)**

18.) **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. **Each visit WILL require an appointment to be set for your visit.** Any items that need repair, or replacement that were not known at the start of the project will be submitted on a **CHANGE ORDER** as they become known. 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 **QUOTE** will be made with the known items that you would like repaired, built, replaced, or applied. **A customer's refusal to maintain their own documents or lack of effort to document will not constitute a failure on the part of Rehab Garage LLC.**

19.) **WARRANTY** – All work performed by Rehab Garage LLC is warrantied. Please refer to the **"WARRANTY NOTICE"** provided to you for details. (SEE NOTICE ON NEXT PAGE)

20.) **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.

21.) **OTHER – AMENDMENTS:**

By signing below, I, \_\_\_\_\_ (print name), do understand all 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:

### **Media 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 warranted 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 warranted 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.

**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 warranted item within 7 days of discovery WILL VOID the warranty that covers the issue indefinitely.**