**Work Agreement**

THIS AGREEMENT

Our sincere desire is for our customers to be well informed and fully understand how the restoration/custom car build process works before moving forward. Our goal is to provide you with the highest quality goods, work, and services we can deliver and that we stand behind our work. It is our experience that satisfied customers are well informed and involved.

THIS IS A CONTRACT

This agreement is a mutually binding contract for goods/work/services (herein “services”) provided by Top Secret Customs & Restorations LLC or, Top Secret Paint & Coatings Inc. (herein “we or vendor”) on customer’s (herein customer) vehicle, equipment, or other property on a Time and Materials basis. It is mutually understood this agreement, including Work Agreement, Customer Acknowledgments, Work Order, Warranty Statement, and all other posted policies, terms and conditions, and all applicable laws are made part of this contract. We reserve the right to cancel, raise prices, or renegotiate this contract at our option. Customers finding this option disagreeable are welcome to stop work, pay accounts in full, then remove their property from our shop. Customer hereby confirms reading and understanding these documents, has considered all costs, conditions, limitations, difficulties, and undiscovered risks that may arise by authorizing vendor to provide services.

AVOIDING PROBLEMS

Most problems can be eliminated before delivery by thorough Quality Control and Safety Inspection (QC/SI) protocols provided by designated personnel. These services include driving the vehicle, operating its systems and mechanisms to their full capability, and thorough inspection before delivery. These services are billed as labor. No warranty or guaranty is offered or implied on work that is cancelled, incomplete, stopped due to non-payment, or incomplete for any reason determined by Vendor to be necessary. It is our obligation to take necessary time to ensure high quality work combined with safe operation.

CHARGES/BILLING/ESTIMATES

Payment is due in full upon completion of services. No credit is offered or implied. Applicable taxes will be added to all customer invoices. Customer agrees to pay vendor in full within seven days of date of any invoice. Vendor limits customer to one unpaid invoice at a time or be subject to work stoppage. Unpaid invoices are subject to accrued interest (5% per month) and storage fees ($75 per day) effective seven days of due date. In the event customer cannot, will not, or refuses to make necessary funds available to pay vendor according to this agreement, customer authorizes vendor to stop work with interest and storage accruing as outlined herein. Dishonored promises to pay, cancelled checks, reversals on credit card payments, and fraudulent payments will be subject to a penalty of up to the amount of the negated payment. NSF fee is $35 per incident.

COLLECTION COSTS/ARBITRATION

Legal fees and collection costs related to collecting unpaid or past-due accounts will be charged to customer’s account. When vendor determines customers, account has become uncollectable, (after 30 days) an Express Mechanics Lien, Chattel or Storage Lien is hereby authorized by customer on customer’s vehicle, or chattel, to secure the amount due to vendor. Any dispute which may arise regarding this agreement shall be settled amicably as far as possible, but in case of failure of the matter to settle, the matter shall be submitted by arbitration as follows: Claims or demands asserted by either Vendor or Customer or other parties acting under their authority shall be submitted for binding arbitration under the rules for Commercial Arbitration of the American Arbitration Association in proceedings to be held in the city of Arlington, State of Washington, USA.

AUTHORIZATION

Customer or customer’s legal agent authorizes vendor to provide services according to Work Order and to begin work supplying all necessary parts and materials as deemed appropriate by Vendor. Customer signature indicates acceptance of terms.

Customer signature or Authorized Agent Printed Name Date

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