**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, Top Secret Coatings LLC. (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. If Customer finds these terms objectionable, they are welcome to stop work, pay accounts in full, then remove their property from our shop. Customer hereby acknowledges that by reading and understanding these documents they have considered all costs, conditions, limitations, difficulties, and potential 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. QC/SI 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, 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

Attorney fees, legal costs, and collection expenses related to unpaid, past-due, or contested invoices 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 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page 2.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **JOB Number:** |  | **WORK** | **ORDER** |  | |
|  |  |  |  |  |  |
| **CUSTOMER:** |  | | | | |
| **Name:** |  | **Phone:** |  | |  |
| **Address:** |  | **Phone:** |  | |  |
| **City, State, Zip:** |  | **Email:** |  | |  |
| **Alternate:** |  | | | | |
| **VEHICLE** | Tow In |  | Dropped Off |  |  |
| **Year / Make:** |  | **Model:** |  | | |
| **License:** |  |  |  |  |  |
| **VIN:** |  |  |  |  |  |
| **BUDGET** |  |  |  |  |  |
| **Credit Card:** |  | **Exp:** |  | **CVV:** |  |
| **TIMELINE** |  | | | | |
| **DESCRIPTION OF WORK** |  |  | | | |
| **Mechanical:** | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
| **Body & Paint** | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |
| **Upholstery:** | | | | | |
|  | | | | | |
|  | | | | | |
|  | | | | | |

Page 3. **Policies & Acknowledgements**

**Billing is based entirely on Time, Parts and Materials** @ $140/hour. Any references made to budgets, bids and or estimates verbally or in writing by authorized Vendor representatives (We, Our) are for planning purposes only. Customer hereby waives the right to a written estimate and understands that vendor is a Time and Materials shop and thereby exempt by law from providing a written estimate (See RCW46). 1% hazardous materials recycling charge will be added to each invoice. Prices are subject to change upon notice.

**Acceptable forms of payment include** cash, check, PayPal, bank wire or direct funds transfers. A transaction fee of 3.5% will be added to credit and debit card payments to cover the added cost of these type of payments.

**Payment for parts, labor** **and services** rendered will be invoiced and billed on a weekly basis. Payments for parts will be prepaid or charged to customer’s credit/debit card on file. This policy is intended to improve workflow and prevent work delays. Note: We do not offer returns, refunds or credits on customer supplied parts.

**We cannot store customer’s car** **or parts for free** while waiting on the customer to supply parts, arrange transport, pay past due invoices or any other customer caused delays. Stored vehicles will be subject to $75 per day storage cost.

**Billing and clerical errors** **are addressed by credit memo** on the following invoice. Existing invoices are not altered on an impromptu basis; adjustments to existing invoices are made by credit memo.

**Failures of customer’s vehicle**, equipment or property that cause damages, work delays, or requires work, services, parts, or materials to any vehicle or property in our shop will be charged to customer’s account.

**No time related restrictions or deadlines** will be applied to vendor or made part of this contract. Vendor reserves the right to determine project timeline, scheduling, when work has been completed, meets our quality and safety standards, and when the vehicle is ready for delivery. Projects will not be considered ready for delivery until passing a scheduled QC/SI. Delays in delivery and billing for additional time and materials to may result due to work required to correct issues discovered during QC/SI inspections. Rush jobs are not accepted for quality control reasons.

**Vendor reserves the right to refuse services** to anyone at any time, to stop work or services, to cancel this contract at any time, for any reason we determine necessary or valid. When Vendor chooses to stop work, reasonable cost of stopping workmay be incurred by customer due to the expense of rescheduling employees, moving equipment, lost teardown or set up time, used or unused materials and parts etc.

**Our policy is to replace parts** or materials that cost more to restore than to replace with new. We reserve the right to determine which parts or materials are usable/salvageable during the restoration process and will not be held responsible for the care, keeping, or condition of any parts new or used, deemed unacceptable, or unusable.

**Permission to transport** or operate customer’s vehicle on streets, highways, or elsewhere for quality control, road testing and/or inspection services has been granted to vendor and our employees.

**Images of our work** that include customer’s vehicle and or chattel may be used at our discretion, including but not limited to internet advertising, website, and social media postings.

**Customer acknowledges vendor not responsible for loss or damage** to vehicle or property, parts or articles left in vehicle, or on our premises, or loss due to theft, fire, or any other cause beyond control of vendor, or for any delays caused by unavailability of parts shipments by supplier or transporter. Customer is responsible for removing all vehicles, parts and property within seven days from date of final invoice, and subject to storage costs thereafter.

**Proof of ownership** will be required before work begins and before delivery. Acceptable forms of identification includevehicle registration, title, or picture ID.

Page 4. **Warranty Statement**

PARTS & LABOR

Vendor supplied parts and services provided by Top Secret Customs & Restorations LLC/Top Secret Coatings LLC (vendor, we us, our) are Warranted for 90 days or 1000 miles, whichever occurs first. Manufacturer’s Warranty applies only to Vender supplied parts and materials. Warranty takes effect from date of most recent invoice, and only after work has been completed and has been approved for delivery by our QC/SI inspectors.

OPPORTUNITY TO HONOR WARRANTY

It is mutually understood and agreed customer must notify vendor of any Warranty, or loss of confidence claims, within 7 days of first discovery, and vendor must be given fair and reasonable opportunity to honor its Warranty prior to the involvement of a third party as outlined herein, or Warranty is voided, and vendor is relieved of any financial or other obligations which may occur. It is mutually understood Warranty only covers vendor supplied services, parts, and labor. Vendor is not to be held liable, nor does Vendor accept responsibility for any Warranty service, work, parts, or labor provided by customer or any third-party service provider or vendor.

CUSTOMER SUPPLIED PARTS

Vendor makes no warranty or guarantee of any kind on Customer supplied goods, materials, or parts. Customer supplies goods and parts to Vendor at his/her own risk. It is mutually understood when Customer supplied goods, materials or parts are determined to be unacceptable, unworkable, or unsatisfactory by Vendor, such parts will be installed, removed and or replaced as necessary with Vendor approved goods, materials, or parts entirely at customer’s expense.

BODY & PAINT WORK

Body and paint work is warranted to be sound without blistering or peeling for 1 year. However, Warranty requires all previous paint and bodywork to be removed in its entirety exposing the bare substrate and that it be properly protected. Vendor does not offer or imply any warranty on pre-painted surfaces.

WHAT VOIDS VENDOR WARRANTY

**Abuse:** Abuse of any vendor provided goods, work, services, or parts voids Warranty. Due to the extreme nature of high-performance and speed components or equipment, no warranty is offered on drivetrain and chassis components. Note: Off road, competitive driving, high-performance use, racing or illegal use voids Warranty.

**Third Party Repairs Modifications or Alterations:** Any unauthorized customer supplied or third-party work, repairs, modifications, or alterations to vendor supplied work, parts, or services voids Warranty. TSC will not be held responsible for any repair related Customer incurred expenses not approved in advance by Vendor.

**Failure to Notify and Consult:** Failure to acceptably notify and consult with an authorized vendor representative regarding any Warranty issue, repair, parts replacement or to properly lodge a Warranty claim as outlined herein voids Warranty. It is Customer’s responsibility to contact an authorized vendor representative in person (18935 59th Ave NE, Arlington WA. 98223) or by telephone (360)-651-2540 weekdays 8AM – 5PM) to personally discuss a Warranty claim within 7 days of identifying a Warranty issue. Failure to acceptably communicate a Warranty claim or valid concern to authorized vendor personnel within 7 days of identifying it voids Warranty.

**Removal of incomplete work** voids warranty. It is mutually understood that customer may remove incomplete work from TSC at any time for any reason, however Customer does so at own risk, and acknowledges warranty is void unless work has been completed by Vendor.

Page 5. **Frequently Asked Questions**

**CAN YOU GIVE ME AN ESTIMATE?**

A 2013 Washington state law (RCW 46) exempts automotive restoration, custom, and fabrication shops from the requirement they provide written estimates for services provided on custom work, customized cars, street rods and collector vehicles. According to this law such shops can bill for “time and materials” on a weekly basis rather than a written estimate. This law effectively separates them from collision and auto repair shops that *are* required to provide written estimates.

Why was this law enacted? The answer is simple; no one can accurately predict the time or materials required to restore a vehicle or do custom or fabrication work. While collision shops rely on established software systems or the “published rate” to predict the cost of parts, time or labor required to complete a collision repair, no acceptable systems exist for restoration and custom fabrication work. The reality is over time the environment, collisions, rust, modifications, and variations in use combine to make each vehicle unique making accurate predictions impossible. We do our best to work within our customer’s budgets, however, we will not be providing you with a written estimate for these reasons.

**FLAT RATE VS TIME & MATERIALS**

What’s the difference? With the flat-rate or published rate pay system the estimate and cost of any resulting work is predetermined. Published rates are based upon established time and materials required to perform common services and repairs. However, because of the nature of our business, custom and restoration shops cannot accurately predict the cost of doing custom work simply because there is no reliable published or book rate for completing such tasks.

**HOW CAN I KEEP MY PROJECT ON BUDGET?**

We take keeping your project within your budget very seriously. Your personal involvement, keeping pace with the project, and the billing for time and materials is the best way to keep your project on track and within your budget. Your participation, communication, familiarity with the project, combined with regular visits to view work in progress, careful review of your weekly invoices, and your personal financial planning keeps your project within your budget. We want you to have a good experience with us!

**WHAT IF THE PROJECT GOES OVER BUDGES?**

Its okay to do your project in stages. Many people begin with body and paint, or mechanical work, then take the project home until they are ready to go to the next stage. Let us know what works for you.

**HOW LONG WILL IT TAKE?**

We consider it our obligation to do quality work and get it done in a timely manner, in that order. We warranty our work, so we must put quality work ahead of any time schedule. We try to be as realistic as possible about the time required to complete a task. Factors that can slow the pace of work are the availability of personnel, parts, shipping time for them to arrive, undiscovered problems, unexpected difficulties performing the work we provide, and slow payment issues.

**HOW CAN I TRUST YOU TO DO QUALITY WORK?**

We are recognized as a company that has earned its reputation for its high level of expertise. Our technicians are talented and proud to work with us. Clients and vendors recommend Top Secret Customs and competitors in the custom car and restoration community respect us. Top Secret Customs & Restorations was awarded **“2017 Builder of the Year”** on April 8th, 2017, by the Washington State Hot Rod Hall of Fame. We believe our reputation depends on the high quality of work we do here, and we stand behind our work. For these reasons we decline “budget and cut-corner jobs” that do not favorably represent our company.

**HOW CAN WE GET STARTED?**

Come see us! We welcome visitors. Meet us personally, talk to us about your project, your budget, and what you hope to accomplish. Tour the shop, see the quality of workmanship we provide, then make an informed decision. Many people begin by calling or emailing us. Exchanging pictures can be a good way to begin a communication stream.