**Work Agreement**

THIS AGREEMENT

Our sincere desire is for there to be no misunderstanding regarding any part our business with you, our customer. We want you to be well informed and fully understand how the restoration/custom car build process works before moving forward. We want you to know our goal is providing 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, incomplete for any reasons determined by us to be necessary, or until QC/SI inspections have been performed by authorized personnel. Customers agree not to interfere with these vital procedures and services by pushing us for faster delivery. We feel it is our responsibility to take whatever time is necessary 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). NSF fee is $35 per incident. In the event customer cannot, will not, or refuses to make necessary funds available to pay vendor in full according to this agreement, customer authorizes vendor to stop work with interest and storage accruing as outlined herein. Un-honored 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.

COLLECTION COSTS

Legal fees and collection costs related to collecting unpaid or past-due accounts will be charged to customers 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.

AUTHORIZATION

Customer or customer’s legal agent hereby authorizes vendor to provide services according to Work Order and to commence with supplying all necessary parts and materials as deemed appropriate by Vendor. Please do not sign this agreement until you have read it and understand it in its entirety.

Customer signature or Authorized Agent Printed Name Date

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Page 2. **Policies & Acknowledgements**

**Billing is based entirely on Time, Parts and Materials** @ $99.50/hour (base labor rate), or $125/hour (specialty/mechanical labor rate). Any references made to Budgets, Bids and or Estimates verbally or in writing by authorized vendor representatives are for planning purposes only. Prices are subject to change.

**Customer has waived 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)

**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 and 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 work flow and prevent work delays. Note: We do not offer returns, refunds or credits on customer supplied parts.

**We cannot store customer’s car** for free while waiting on the customer to supply parts, arrange transport, pay past due invoices or other customer caused delays in work or project delivery. We have limited storage space which forces us to be inflexible on this issue. 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 the need for unforeseen services, parts or materials to be provided on customer’s or other vehicles in our shop will be charged to customers account.

**No time related restrictions or deadlines** will be applied to vendor, or made part of this contract. We reserve the right to determine project timeline.

**We reserve the right to determine when work will be scheduled**, work has been completed, meets our quality and safety standards, or when the vehicle is made ready for delivery. We do not accept rush jobs for quality control reasons.

**We reserve 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 to be necessary or valid.

**When we are forced to stop work**, the 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.

**Delivery schedule will be determined by vendor.** 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.

**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.

**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 its employee’s.

**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.

**Proof of ownership will be required at time of delivery** such asvehicle registration, title, or other acceptable documentation.

Page 3. **Warranty Statement**

PARTS & LABOR

Vendor supplied services provided by Top Secret Customs & Restorations LLC or Top Secret Paint and Coatings Inc. (vendor) 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 for Warranty work, parts or labor provided by customer or any third-party vendor or service provider.

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

Only when all previous paint and bodywork has been removed in its entirety exposing the bare substrate our body and paint work is Warranteed to be sound, without blistering or peeling for 1 year.

WHAT VOIDS VENOR WARRANTY

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

Failure to Notify and Consult: Failure to acceptably notify and consult with an authorized vendor representative regarding any Warranty issue, or properly lodge a Warranty claim as outlined herein voids Warranty.

Acceptable Notification: It is mutually understood 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 concern to authorized vendor personnel within 7 days of identifying it voids Warranty.

Page 4. **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 “book rate” to predict the cost of parts, time or labor required to complete a collision repair, no such tools exists 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 book rate pay system, the estimate and cost of any resulting work is predetermined by published rates. 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 published or book rate for completing such tasks.

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

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

**HOW LONG WILL IT TAKE?**

We consider it our obligation to do quality work and get it done on time, 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 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 employees are talented and proud to work with us, clients and vendors recommend us 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.